

# Macon County



**MACON COUNTY BOARD OF COMMISSIONERS  
NOVEMBER 14, 2023  
6 P.M.  
AGENDA**

1. Call to order and welcome by Chairman Higdon
2. Announcements
  - (A) The Annual Opioid Funding Meeting will be Included in the December 12 Regular Meeting with Both Municipalities Invited to Attend
  - (B) The Annual Recognition of Employees and Presentation of Service Awards will be held at 5:00 p.m. on December 12 Before the Regular Meeting
  - (C) A Video Presentation of the Proposed Franklin High School Design is Available on the Website at [www.maconnc.org](http://www.maconnc.org)
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) Update on Broadband Expansion Efforts by Charter Communications – Director of Government Affairs with Charter Communications Mike Tanck
  - (B) Update on the Frontier GREAT Grant Project – Frontier Senior Vice President Allison Ellis
  - (C) Interfacility Transport and Staffing Concerns – Emergency Management Director Warren Cabe

10. Old Business

- (A) Discussion and Consideration of Retention Pay Policy – Manager Derek Roland
- (B) Change Order for Low Voltage Wiring for the Athletic Building at Macon Middle School – Representatives from Novus Architects, Inc.
- (C) Discussion and Consideration of Resolution to Amend the Fontana Regional Library Agreement – Attorney Eric Ridenour
- (D) Discussion and Consideration of Resolution in Support of Innovation and Modernization of the Franklin High School CTE Program – Macon County Schools Director of CTE Colleen Strickland

11. New Business

- (A) Discussion and Consideration of Bond Release for Old Mud Creek, LLC – Plan Reviewer Joe Allen
- (B) Discussion Regarding Town of Franklin Social District and Use of the Gazebo and Clock Tower Squares – Town of Franklin Councilman David Culpepper and Councilman Stacy Guffey
- (C) Discussion and Consideration of Bids for Two Parcels in Cartoogechaye Creek Campground – Manager Derek Roland
- (D) Discussion and Consideration of Resolution Supporting Operation Green Light for Veterans – Veterans Services Director Leigh Holbrooks
- (E) Discussion and Consideration of Resolution to Request the NC Legislature Revise the Macon County Board of Commissioners Election System to Allow Candidates in All Districts to Run for County Commissioner Every Two Years – Attorney Eric Ridenour
- (F) Discussion and Consideration of Resolution Supporting the Identification of Party Affiliation for Candidates for Macon County Board of Education – Attorney Eric Ridenour
- (G) Discussion and Consideration of Resolution Adopted by the Macon County Board of Elections Regarding Compensation for the Director – Representatives from the Board of Elections

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 October 10, 2023 regular meeting
- (B) Budget Amendments #71-77
- (C) Macon County Transit Addition Site Revisions
- (D) Tax releases for the month of October in the amount of \$601.12
- (E) Relief of the Taxing Unit for Collection of Real Estate Taxes that are Ten Years Past Due in the amount of \$38,080.07
- (F) Monthly ad valorem tax collection report – no action necessary.

13. Appointments

- (A) Macon County Public Library Board of Trustees (1 seat)

14. Closed session as allowed under NCGS

15. Adjourn/Recess

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

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

**MEETING DATE: NOVEMBER 14, 2023**

9A. Mike Tranck, Director of Government Affairs with Charter Communications will be providing an update on the current progress in Haywood, Jackson, and Swain Counties as well as the anticipated date for the commencement of RDOF build activity in Macon County. A copy of the PowerPoint presentation, if received prior to the meeting, will be sent in a separate communication.

9B. Senior Vice President Allison Ellis with Frontier will be providing an update on the Frontier GREAT Grant Project including build timelines. A copy of her presentation is included in the agenda packet.

9C. Mr. Cabe will provide a report on interfacility medical transports across the region and staffing concerns.

**BUILDING**

**GIGABIT**

**AMERICA**

Macon County, North Carolina  
November 14, 2023



FRONTIER



# Frontier is committed to building Gigabit America

New leadership team is accelerating fiber builds and investing in communities across America

Re-built senior leadership, team has a strong record of:



1

Operational Excellence



2

Financial Responsibility



3

Consumer-Centric

\* Record High NPS score

Strong progress on our goal to build 10M fiber locations by 2025

Built fiber to **322k locations** in Q3 2023; on track for 1.3 M locations in 2023

**Positive consumer revenue** – first time since becoming a new public company  
**\$3.4 B of liquidity**, no significant debt maturities before 2027

Added **79K** fiber broadband customers in Q3 2023; ~20% increase YOY

Ranked Among Fastest Internet In U.S.\*

# Frontier fiber is technically superior to cable and wireless

Fast, reliable, secure — a future-proof investment in your community



## Blazing fast residential speeds up to 5 Gbps

- Symmetrical speeds that are 10–20x the bandwidth of common cable and fixed wireless offerings
- First to launch 01/30/2023



## Better Performance

- Light-speed transmission of data reduces lag in streaming, video chat, and other high bandwidth applications
- Frontier's fiber service is 99.97% reliable, equating to an average downtime of 2.5 hours per year



## Future-proof technology

- Scalable up to 10Gpbs to keep up as data needs evolve over next 20+ years
- Completed first ever trial of 25G PON technology
  - Speeds are 2.5x higher by adding new optics

*GPON, XGS-PON and 25G PON operate on different wavelengths so, they can co-exist on the same fiber, avoiding future builds*

# Frontier fiber benefits the community as a whole

Connectivity that delivers measurable economic and social benefits



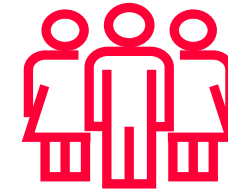
## Higher Quality of Life

- Better learning outcomes for students
- Improved healthcare access
- Enhanced recreational activities
- Supports better Public Safety access – NextGen911



## Increased Economic Vitality

- Increased job opportunities and stronger wage growth
- Higher rates of new business formation
- Lower unemployment rates



## Strengthened Communities

- Stronger tax base
- Higher Property Values
- Increased connection via connectivity
- Improved provision of and access to local services

# Current Core Gig Offer

Multiple speed tiers and value-added services to meet every customer's needs and budget

**FIBER 1 GIG INTERNET**  
**\$69.99**  
per month w/ Auto Pay

**Incredible speed**  
With uploads as fast as downloads at fiber-optic speed, you'll get loads of bandwidth for all the devices in your home.

**Amazon eero Wi-Fi router**  
Say goodbye to drop-offs and buffering with an Amazon eero Wi-Fi router\* included.

**Expert installation**  
Trust our certified technicians to get your home internet up and running fast.^^

**Protect your digital life**  
Secure your devices and digital identity with Frontier® HomeShield Elite for \$6/mo. Plus, ask about eero Secure to protect all your connected devices for only \$3/mo.

**FIBER 5 GIG** Want even more speed?  
Ask about our Fiber 5 Gig Internet.

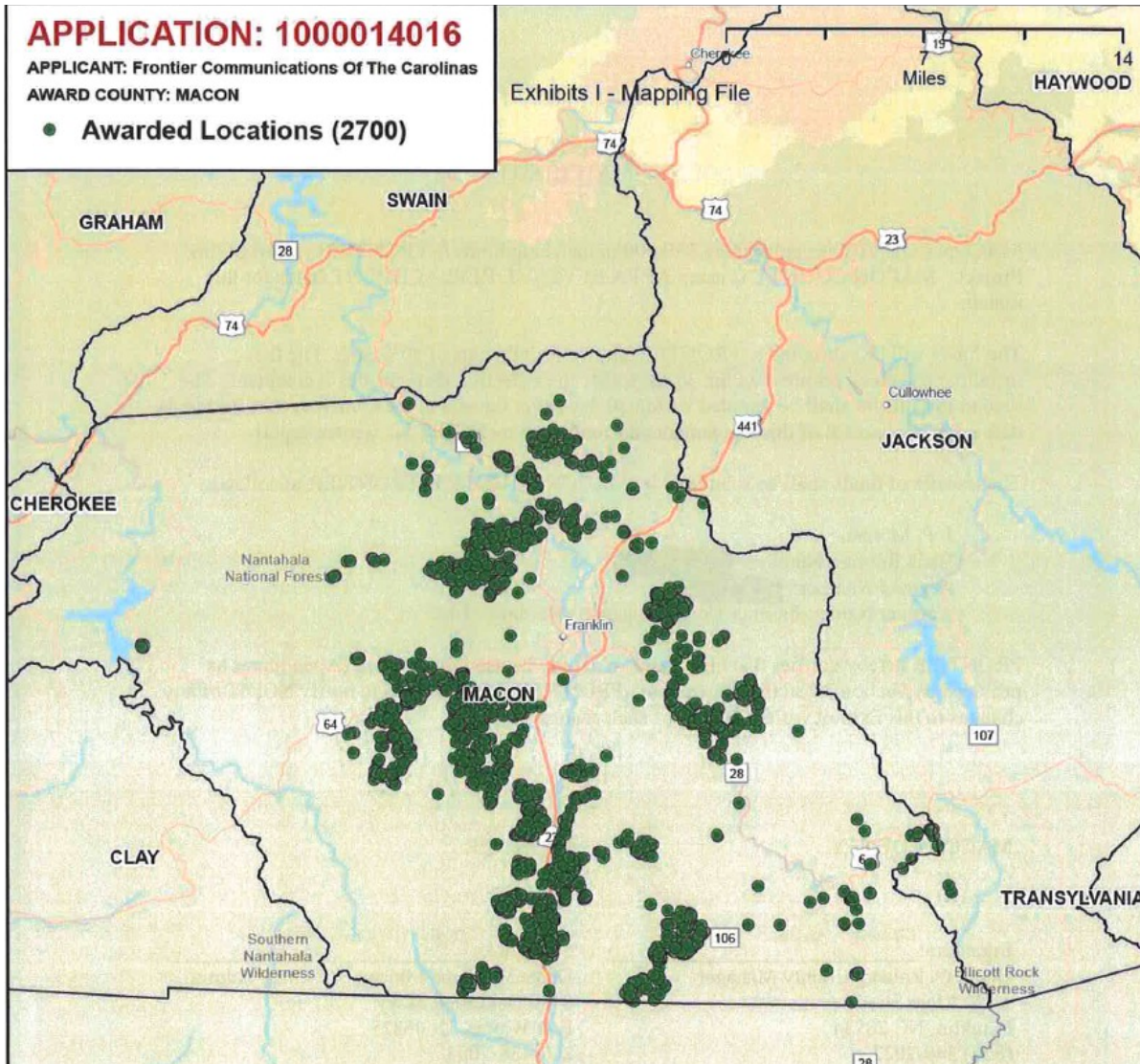
- YouTubeTV
  - Multiple packages and options
- Whole-Home Wi-Fi - Eero mesh extenders
- Eero Secure
  - Online protection and enhanced parental controls
- Digital Voice
- My Premium Tech
  - Live tech support for all internet and connected technology needs
- Homeshield Elite
  - Identity and multi-device security, plus password manager

**Limited-time offer: \$10 off Fiber 1 Gig Internet**  
With 25x faster upload speed than cable! on a 100% fiber-optic network, Frontier® Fiber delivers the speed you want. Switch to Fiber 1 Gig today and get \$10 off per month.



# Growing Rural Economic with Access to Technology (GREAT) Grant

## Macon County Project Detail

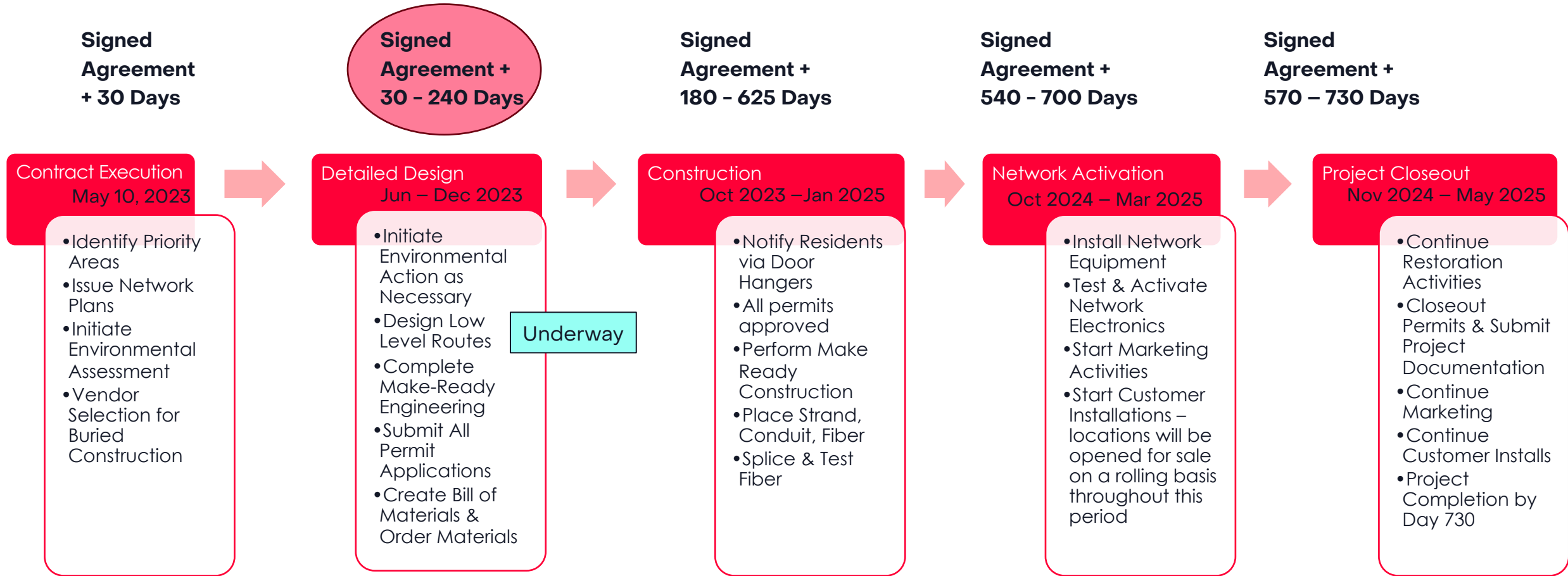


Locations	2,700
GREAT Grant Award	\$3,769,603
County ARPA funds	\$50,000
Frontier Contribution	\$615,224
<b>Total Project Cost</b>	<b>\$ 4,434,827</b>



# Project Timeline

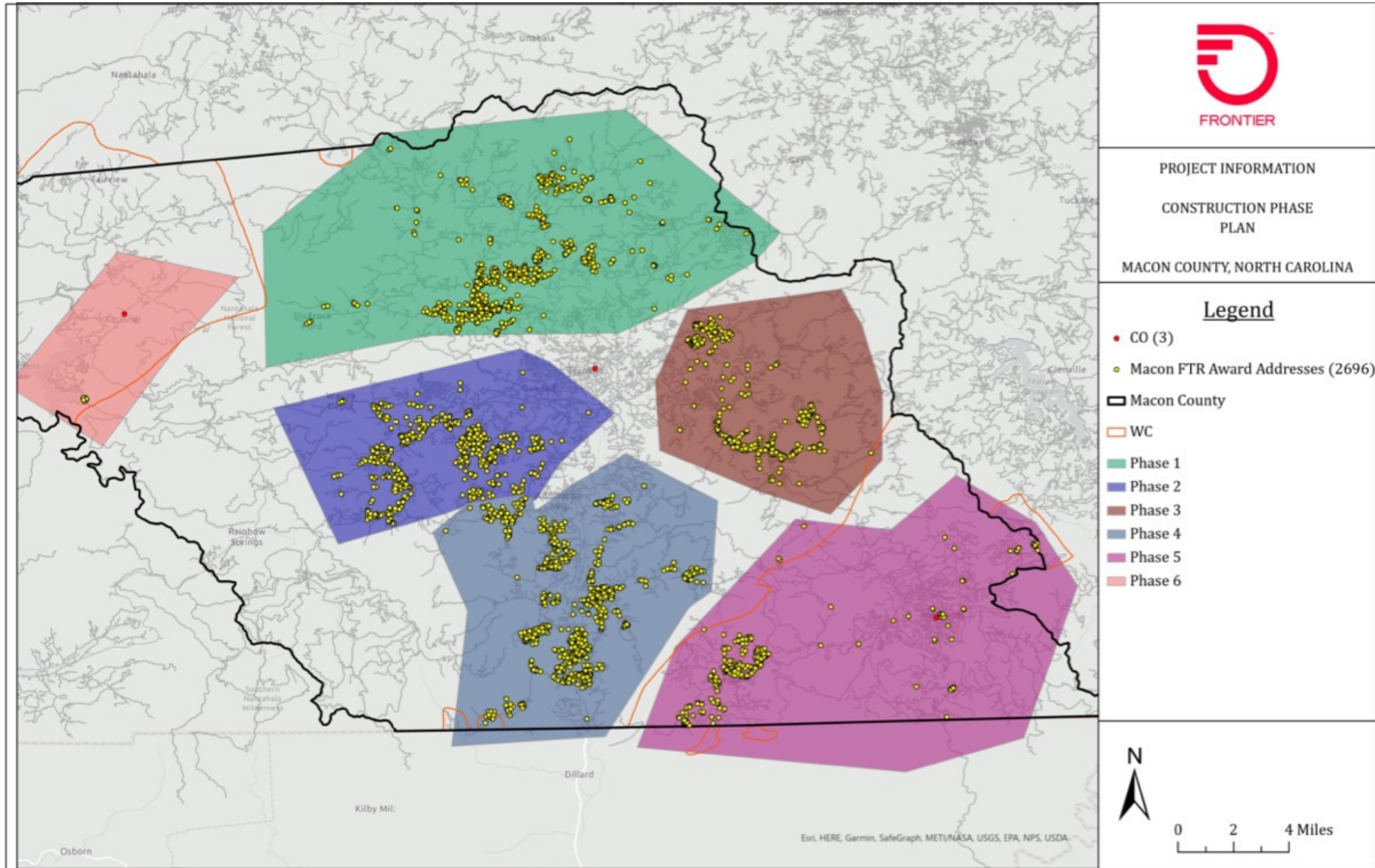
Frontier will leverage a concurrent workflow for project activities to support a **24-month** build timeline



## Project History

- 05-03-22 Frontier & Macon County execute a Memorandum of Understanding
- 05-04-22 Grant application filed funding application to NCDIT
- 08-18-22 Updated grant application submitted
- 08-30-22 Notification of grant award
- 05-10-23 **Effective Date** of Project - Frontier, Macon County & NCDIT execute Grant Agreement

# Projected Construction Phases



# Upcoming Grant Opportunities

Significant additional funding is available to connect unserved and underserved locations

- **Completing Access to Broadband (CAB) program**
  - \$400 Million
  - Currently requires significant local match
  - 100/100 Mbps
- **Stop-Gap Funding**
  - \$90 Million
- **BEAD - Broadband Equity, Access, & Deployment Program**
  - \$1,532,999,481

## Statewide Eligibility

Grant Eligible*	Number
Unserved	374,412
Underserved	127,956
<b>Total</b>	<b>502,368</b>

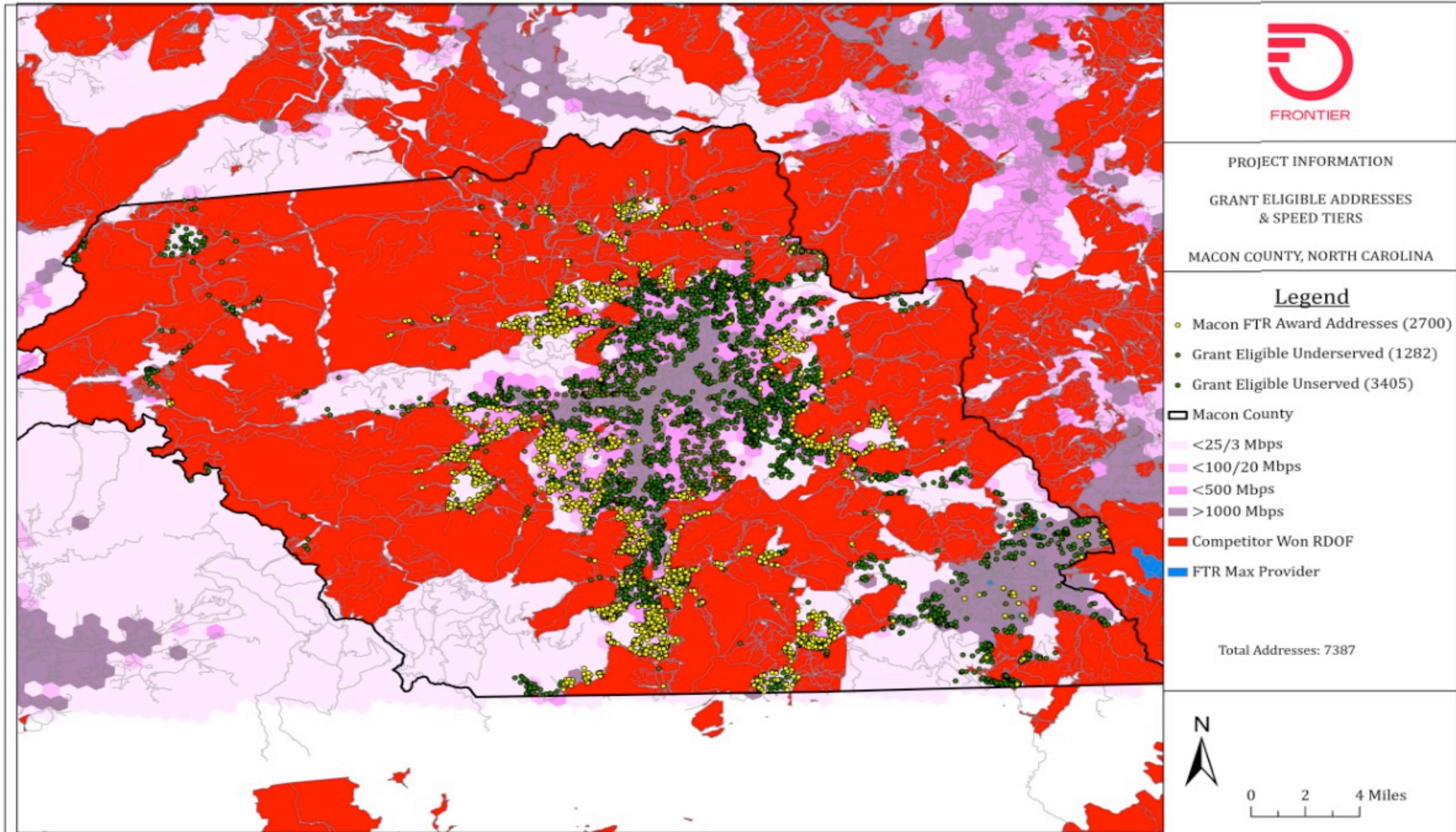
## Macon County

Grant Eligible	Number
Unserved	3,405
Underserved	1,282
<b>Total</b>	<b>4,687</b>

\* Based on December 2022 FCC Broadband Data Collection; North Carolina has identified an additional 115k locations since December 2022 data published that would be eligible for BEAD funding.

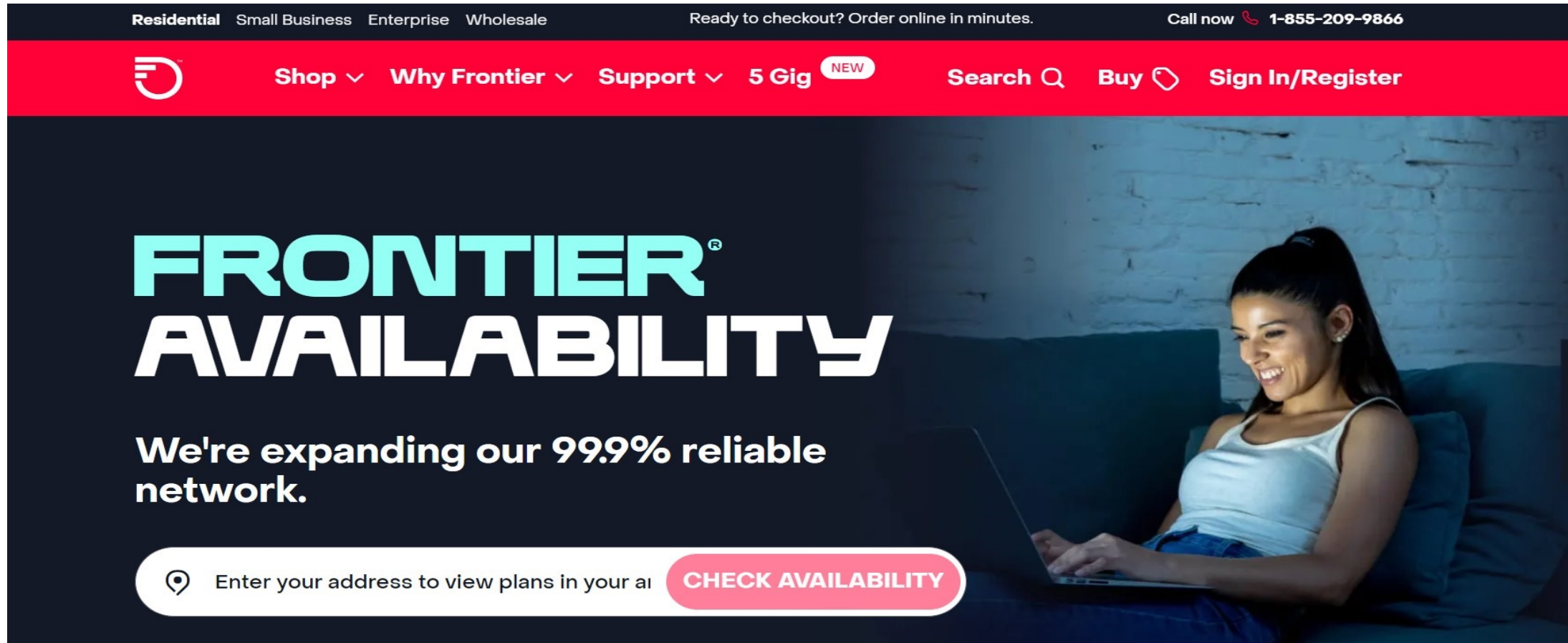


# Macon County Location/Speed Distribution



# Determine Frontier Fiber Availability

Go to the following link & input your address: <https://frontier.com/local>



The screenshot shows the top navigation bar of the Frontier website. It includes links for Residential, Small Business, Enterprise, and Wholesale. A secondary navigation bar contains the Frontier logo, Shop, Why Frontier, Support, 5 Gig (with a NEW badge), Search, Buy, and Sign In/Register. The main content area features the Frontier logo and the text "FRONTIER AVAILABILITY". Below this, it states "We're expanding our 99.9% reliable network." and provides a form to "Enter your address to view plans in your area" with a "CHECK AVAILABILITY" button. The background of the main content area shows a woman sitting on a couch using a laptop.

Residential Small Business Enterprise Wholesale Ready to checkout? Order online in minutes. Call now 1-855-209-9866

Shop Why Frontier Support 5 Gig NEW Search Buy Sign In/Register

# FRONTIER<sup>®</sup> AVAILABILITY

We're expanding our 99.9% reliable network.

Enter your address to view plans in your area **CHECK AVAILABILITY**



# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### **CATEGORY – OLD BUSINESS**

**MEETING DATE: NOVEMBER 14, 2023**

10(A). Included in your packet is a copy of the Recruitment and Retention Pay Policy, ARP Grant Project Ordinance, and a budget amendment. Mr. Roland will provide details on this item at the meeting. Following his presentation, there will be three action items:

1. Approve Recruitment and Retention Pay Policy
2. Approve Grant Project Ordinance for Macon County American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds
3. Approve Budget Amendment – Transfer \$1,850,659 ARP Funds to General Fund, Housing Fund, and Solid Waste Fund to cover salary/fringes under the revenue replacement category for FY2024.

10(B). Representatives from Novus Architect, Inc. and Macon County Schools will be present to discuss the need for a Change Order for Low Voltage Wiring for the Athletic Building at Macon Middle School.

10(C). Attorney Ridenour will discuss a Resolution to Amend the Fontana Regional Library Agreement. A copy of the proposed Resolution and a redline version of the agreement approved by Chairman Higdon and Commissioner Antoine is included in your packet.

10(D). Ms. Colleen Strickland will be present to discuss a Resolution in Support of Innovation and Modernization of the CTE program. This was discussed at the October 10, 2023, regular meeting as it relates to future grant opportunities for the program. The resolution will be presented at the meeting.



## Recruitment and Retention Pay Policy

The purpose of this policy is to provide retention pay to eligible employees. This policy is a continuation of the “Premium Pay Policy for Essential Work” which ended on April 10, 2023. To be considered eligible to receive retention pay, the following criteria must be met:

1. The retention pay periods will consist of three, six-month pay periods that coincide with Macon County regular pay periods. The first retention pay period will begin on April 10, 2023 and end on October 22, 2023. See Table 1 on page 2 that contains all retention pay periods.
2. Retention payments will cease at such time as any of the following occur:
  - a. The last retention pay period as identified in Table 1 on page 2 is reached;
  - b. The employee reaches a maximum of \$14,000 (including the premium pay amounts paid previously between 11/5/2021 – 5/5/2023);
  - c. The maximum available appropriation of funds is reached;
  - d. The employee is no longer employed by the County.

The employee must remain employed at 11:59 PM on the last date of each retention pay period to receive the retention pay. If the employee leaves the service of Macon County during the retention pay period, the employee is not eligible to receive any of such period’s retention pay. If there is a lapse in employment for any reason during the retention pay period, the employee is not eligible for the retention pay for that specified period.

*Seasonal part-time employees - to receive the retention pay, the individual must be employed at the beginning of the specified season and remain employed through the end of the specified season. The retention pay period will begin on the first day of the specified season and end on the last day of the specified season.*

3. Payments will be calculated on a \$2.00 per hour basis for each hour worked and paid through payroll pay codes 100, 151, 200, 780, 781, 782, 784, and 900 during the specified six (6) month retention pay period or seasonal period. The payment will be issued as a lump sum following the end of the specified six (6) month retention pay period or seasonal period.
4. The retention pay will be based on actual hours worked and paid through payroll pay codes 100, 151, 200, 780, 781, 782, 784, and 900. Retention pay shall not be paid for vacation, sick, comp time or any other types of leave in which the employee is not actually working.

5. Retention pay will be for both full-time and part-time employees. The retention pay will be on a straight hour-per-hour basis. For example, if the employee is paid for 40 regular hours and 5 overtime hours, the retention pay will be calculated as 45 hours x \$2.00 = \$90.00.
6. The Finance Department will process payments and make reports available to the County Manager after each payment is made at the end of each six (6) month retention pay period.
7. Periodic monitoring and other associated controls will be implemented as per the standards currently in place through the Finance Department to maintain the accuracy and integrity of the program.
8. Documents will be retained per pertinent Macon County and State retention schedules.

Table 1

Retention Pay Periods:	Record Point:
April 10, 2023 thru October 22, 2023	October 22, 2023 11:59 PM
October 23, 2023 thru April 21, 2024	April 21, 2024 11:59 PM
April 22, 2024 thru October 20, 2024	October 20, 2024 11:59 PM

**Grant Project Ordinance for Macon County  
American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds**

**BE IT ORDAINED** by the Board of County Commissioners of Macon County, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

**Section 1:** This ordinance is to establish a budget for projects to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). Macon County’s total allocation is \$6,964,996.

**Section 2:** The following amounts are appropriated for the projects and authorized for expenditure:

<b>Project Description</b>	<b>Expenditure Category (EC)</b>	<b>Amount</b>
Transfer to General Fund for Premium Pay	4.1	\$ 3,326,498
Transfer to Housing Fund for Premium Pay	4.1	\$ 48,056
Transfer to Solid Waste Fund for Premium Pay	4.1	\$ 318,029
Transfer to General Fund for GREAT Grant Match	6	\$ 200,000
Transfer to General Fund for Crime Prevention (114311) salaries/fringes	6.1	\$ 2,501,217
Transfer to Housing Fund for Housing Director (514009) salaries/fringes	6.1	\$ 37,270
Transfer to Solid Waste Fund for Solid Waste Admin. (604712) salaries/fringes	6.1	\$ 237,501
Undesignated funds		<u>\$ 296,425</u>
<b>TOTAL</b>		<b>\$ 6,964,996</b>

**Section 3:** The following revenues are anticipated to be available to complete the projects:

<b>ARP/CSLFRF Funds</b>	<u>\$ 6,964,996</u>
<b>Total:</b>	<b>\$ 6,964,996</b>

**Section 4:** The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

**Section 5:** Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and the Clerk to the Board.

**Section 6:** This grant project ordinance is effective as of March 3, 2021, and expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by Macon County, whichever occurs sooner.

ADOPTED this 14<sup>th</sup> day of November 2023.

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Paul Higdon, Chairman  
Board of County Commissioners





STATE OF NORTH CAROLINA  
COUNTY OF MACON

RESOLUTION IN SUPPORT OF REVISING THE  
FONTANA REGIONAL LIBRARY INTER-LOCAL AGREEMENT

WHEREAS, the Fontana Regional Library has proven to be an efficient and effective way to provide resources beyond the financial and service capacities of the individual county governments and libraries; and

WHEREAS, the collaborative efforts of Macon, Jackson and Swain Counties to operate the Fontana Regional Library for over 75 years has been beneficial to the citizens and patrons of the local libraries; and

WHEREAS, this Regional Agreement is up for mandatory ten year review pursuant to Article X, paragraph B of the Regional Agreement last adopted by the parties hereto in January, 2013; and

WHEREAS, while the Regional Library Agreement has worked well to govern the multi-county library system for the past decade, the Macon County Board of Commissioners believe that the existing agreement could be improved to increase communication and coordination between local government units and the Fontana Regional Library System.

NOW THEREFORE, IT IS RESOLVED by the Macon County Board of Commissioners as follows:

1. That the redline revisions to the Fontana Regional Inter-Local Agreement, attached hereto as Exhibit A, will result in improved communication and coordination between the local government units and Fontana Regional Library.
2. In accordance with Article VII, Paragraphs A and B of the Fontana Regional Agreement last adopted in January, 2013, the Macon County Board of Commissioners hereby submits the proposed amendments attached hereto as Exhibit A to the Jackson County Board of Commissioners, the Swain County Board of Commissioners and the Fontana Regional Library Board and requests that after the thirty-day period for consideration, that the amendments be voted upon by such boards.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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Paul Higdon, Chairman  
Macon County Board of Commissioners

ATTEST:

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Derek Roland, Clerk to the Board

## FONTANA REGIONAL LIBRARY INTER-LOCAL AGREEMENT

This INTER-LOCAL REGIONAL AGREEMENT (the "Agreement") is entered into by and among the following North Carolina counties: JACKSON COUNTY, MACON COUNTY, and SWAIN COUNTY regarding the Fontana Regional Library, Inc. ("Fontana Regional Library");

**WHEREAS**, the mission of the Fontana Regional Library is to provide the public of Jackson, Macon, and Swain counties with excellent service and convenient access to resources for their educational, informational and recreational needs; and

**WHEREAS**, the Boards of County Commissioners of Jackson, Macon, and Swain Counties recognize that collaboration provides the most effective and efficient means to provide public library service to the residents of said counties by unifying the administration of the participating libraries, providing professional library specialists, cooperating in the selection of books and other materials, and crossing county lines for the benefit of all; and

**WHEREAS**, this collaboration provides opportunities for service and resource allocations otherwise beyond the financial and service capacities of the individual county governments and libraries; and

**WHEREAS**, this Regional Agreement is up for the mandatory ten year review pursuant to Article X, B. of the Regional Agreement last adopted by the parties hereto in January, 2013.

**NOW, THEREFORE**, pursuant to resolutions duly adopted by their governing boards, the Boards of the County Commissioners of Jackson, Macon, and Swain Counties hereby renew their commitment for the organization of and participation in the Fontana Regional Library upon the terms set forth herein, effective the date last signed by a party as set forth below, hereby amending, restating and replacing the existing Regional Agreement by and among the parties with respect to the Fontana Regional Library.

### **I. Governments Involved**

The participating local government units of the Fontana Regional Library are as follows:

- A. Jackson County
- B. Macon County
- C. Swain County.

## II. Purpose Statement

This Agreement is to promote and perpetuate excellent library services to the residents of the areas included within the jurisdictions of the aforementioned governing bodies through their collaborative and collective efforts under the legal authority of N.C.G.S. §153A-270 and N.C.G.S. Chapter 160A, Article 20, Part 1. To this end, the Fontana Regional Library shall operate the county libraries and branches of the participating local government units **in a socially and politically neutral manner.**

## III. Structure of the Fontana Regional Library Board of Trustees

The Fontana Regional Library Board of Trustees shall be the governing body of the Fontana Regional Library.

### A. Membership

1. There shall be nine members of the Fontana Regional Library Board of Trustees, **all of whom shall be full-time, year-round residents of the county from which they are appointed.**
2. Each county shall have equal representation on the Fontana Regional Library Board of Trustees composed of three members from each county.
3. Members shall serve no more than two consecutive terms and no single term shall be longer than ~~six~~four years.
4. Members shall be appointed in staggered terms to promote consistency as well as to accommodate change.
5. The Members from each county shall be appointed ~~from the membership of each respective local county library advisory board by the local library advisory board of each respective county, according to bylaws and policies approved by the respective local library advisory board for that county.~~ by the County Commissioners. County Commissioners may select from recommendations made by the County Library Board or the community at large.
6. Vacancies on the Fontana Regional Library Board of Trustees shall be filled ~~by the appropriate local library advisory board for the remaining term of the member creating the vacancy.~~ by appointment from the County Commissioners for said seat for the remaining term of the member that created the vacancy.
7. Any time that a majority of the Commissioners determine that a Library Trustee from their County has failed to abide by the library's by-laws and policies, they may be removed by the Commissioners from that County.

### B. Open meetings, Public Records and Public Comment.

1. All Library Board meetings shall be conducted in accordance with the North Carolina Open Meetings laws set forth in Chapt. 143, Art. 33C, §§143-318.9 through 318.18. and subject to the Public Records laws of Chapt. 132 of the North Carolina General Statutes. All meetings shall be videotaped, archived on the library's website, and accessible by the public at all times.
2. There shall be a public comment period before each library board meeting with no less than 3 minutes allowed per speaker. The comment period will be limited to 45

minutes. The library board may allow for additional time for public comments in the board's discretion. The public shall be permitted to ask questions for clarification directly through the Chair, who shall attempt to answer to the best of his or her ability.

## **C. Powers and Duties**

### **1. Governance-Bylaws.**

The Fontana Regional Library Board of Trustees ~~is hereby delegated the power to~~ shall adopt by-Laws and rules for its own governance as may be necessary and in conformity with the law and this agreement. Prior to adoption or amendment to the by-laws, the Board shall first adopt a resolution of intent to consider such adoption. The resolution of intent shall state the proposed by-law amendments. At the same time that a resolution of intent is adopted, the Board shall also call a public hearing on the proposed charter amendments, the date of the hearing to be not more than 45 days after adoption of the resolution of intent. A notice of the hearing shall be published at least once not less than 10 days prior to the date fixed for the public hearing, and shall contain a summary of the proposed amendments. Following the public hearing, but not earlier than the next regular meeting of the council and not later than 60 days from the date of the hearing, the council may adopt an ordinance amending the charter to implement the amendments proposed in the resolution of intent.

### **2. Policies**

The Fontana Regional Library Board of Trustees is hereby delegated the power to adopt policies for the administration and operation of the Fontana Regional Library. ~~The above procedures necessary to amend or adopt a by-law shall likewise be followed to adopt a policy.~~

### **3. Director**

The Fontana Regional Library Board of Trustees is hereby delegated the power to select, appoint, remove, determine salary and other terms of employment of a Regional Director and to delegate to the Regional Director executive powers.

a) These actions shall require a majority vote of the Fontana Regional Library Board of Trustees at which a quorum is present.

b) The Fontana Regional Library Director shall:

(1) Have a valid North Carolina Public Librarian Certificate.

(2) Be the chief executive director and administrative officer of the Fontana Regional Library.

(3) Function in accordance with the approved policies of the Fontana Regional Library and administer the Fontana Regional Library consistent with the policies adopted by the Board of Trustees.

(4) Job description of the Director shall be placed on FRL's website for transparency.

### **4. Budget**

The Fontana Regional Library Board of Trustees is hereby delegated the power to and shall adopt an annual budget which shall:

- a) Be administered under the same provisions as units of local government (N.C.G.s. §159), with all state funds administered by the Fontana Regional Library and expended throughout the region as described in 07 NCAC 021.0202.
- b) Be a composite of the separate budgets of each county library, with an agreed upon amount paid by each county for the materials, salaries and operating expenses that are shared within the region which shall be sent to the Finance Officer in monthly installments.
- c) Include a specified amount of funding for each library's operating costs with gifts, special memorials, endowment and trust income, and appropriations for capital outlay earmarked for the designated purpose.
- d) Proposed budgets shall be posted on FRL's website for 30 days prior to approval vote, and final approved budget posted until replace by future budget.

#### **5. Finance Officer**

The Fontana Regional Library Board of Trustees is hereby delegated the power to appoint a regional Finance Officer as defined in N.C.G.S. §159-24. The Finance Officer shall:

- a) Be responsible for keeping the accounts of the Fontana Regional Library in accordance with generally accepted principals of governmental accounting and for disbursing all funds in strict compliance with N.C.G.S §159, the Local Government Budget and Fiscal Control Act, and 07 NCAC 021.0202.
- b) Ensure expenditure of funds consistent with the budget adopted, by the Fontana Regional Library Board of Trustees.
- c) Report directly to the Regional Director and the Fontana Regional Library Board of Trustees.
- d) A Fontana budget report for each County Library Board shall be sent to the Chair of each County Library Board upon final approval for review.

#### **6. Compliance**

The Fontana Regional Library Board of Trustees is hereby delegated the power to assure compliance with all applicable state and federal law and eligibility requirements for the receipt of state and federal funds.

#### **7. Facilities**

The County Library Board of Trustees is hereby delegated the power to make recommendations to the counties concerning the construction and improvement of the physical facilities of the libraries within the Fontana Regional Library region; however, construction and facility maintenance shall be the responsibility of the local counties unless the Fontana Regional Library Board of Trustees negotiates and approves a collaborative effort.

#### **8. Reports**

The Fontana Regional Library Board of Trustees is hereby delegated the power to report to the participating local governmental units. The Fontana Regional Library Board of Trustees shall make regular reports, or delegate to the Regional Director the authority to make the reports, related to services and operations to each county.

## **9. Audit**

- a) The Fontana Regional Library Board of Trustees shall obtain an annual independent audit of the Fontana Regional Library accounts consistent with generally accepted accounting principles.
- b) The Fontana Regional Library Board of Trustees is hereby delegated the power to provide a copy of the Fontana Regional Library's annual audit to the State Library of North Carolina.
- c) The Audit shall be posted on FRL's website within 30 days of completion and shall remain posted for at least 180 days.

## **IV. Financial Structure**

- A. All monies from both state and local governmental units will be paid into the Fontana Regional Library as a public authority which will comply with the provisions of the N.C.G.S §159, the Local Government Budget and Fiscal Control Act.
- B. Each county will provide facilities necessary for the Fontana Regional Library to carry out its mission. Provision of these facilities will include utilities, building and grounds maintenance, improvements or rent for those facilities.
- C. Each county will pay the Fontana Regional Library an adequate amount of money necessary for the Fontana Regional Library to carry out its primary mission of being a caretaker of resources. These funds will allow the Fontana Regional Library to pay for library materials and for operating expenses for libraries within that county. Funds from each county will also be used to contribute to joint operations.
- D. All state funds will be used for salaries and benefits of employees serving the whole Fontana Regional Library region, for library materials, for telecommunications or telephone services, and any other region-wide service.
- E. The Finance Officer will account for all expenditures by source of funds.

## **V. Terms of Property Ownership**

A major benefit of regional cooperation is that scarce resources may be shared among the various county residents without wasteful duplication; however, certain ownership restrictions shall apply:

- A. All real property, buildings, grounds and other facilities of each library shall be acquired and owned by their respective county, and occupied by each library in accordance with a facility lease between Fontana Regional Library and each county.
- B. All other property, including library materials, technology, furnishings, fixtures and equipment, vehicles, or other resources, purchased with state, regional, or county funds shall be owned by Fontana Regional Library excepting what is provided for in Section V.C.
- C. The Hudson Library facility and all library materials, furnishings, and fixtures acquired by Hudson Library, Inc. shall be owned by Hudson Library, Inc, a private non-profit corporation.
- D. As included under N.C.G.S. Chapter 160A, Article 20, Part 1, Joint Exercise of Power, real property if purchased by the Fontana Regional Library is owned jointly as tenants in common by the participating counties.



E. See also Section VIII hereof regarding the distribution of property in the event of withdrawal of a participating local governmental unit and Section IX hereof regarding the dissolution of the Fontana Regional Library.

## **VI. Insurance Coverage and Indemnification**

### **A. Insurance Coverage**

1. Each county shall maintain insurance coverage for the real property, buildings, grounds and other facilities for each of their individual libraries, including general liability insurance, except as indicated in Section VI. A. 3. below.
2. The Fontana Regional Library shall maintain insurance coverage for all other property, including library materials, technology, furnishings, fixtures and equipment, vehicles, or other resources, except as indicated in Section VI. A. 3. below.
3. Hudson Library, Inc. has stipulated liability and property insurance coverage as set forth in the governing Lease Agreement between Hudson Library, Inc. and Macon County. Said Lease Agreement and any Amendments thereto or subsequent Lease Agreements between Hudson Library, Inc. and Macon County shall continue to require said liability and property insurance coverage and is herein incorporated by reference.

### **B. Indemnification**

The Fontana Regional Library By-Laws contain indemnification provisions regarding board members, officers, employees and volunteers, which provisions may be amended from time to time.

## **VII. Provisions for Amendment**

A. This Agreement may be amended providing that all ~~parties~~ **three of the participating counties** accept and agree to those amendments.

B. Recommendations for amendments shall be forwarded to each of the counties in writing with a thirty-day period for consideration given. **The proposed amendment will be forwarded to the County Library Boards, and shall be posted for 30 days on FRL's website.** At the next regular meeting of the county boards after this thirty-day period, the amendments shall be voted on by those boards.

C. Disagreements related to this Agreement shall be resolved first by committee **representatives of two commissioners** from each county ~~and the Fontana Regional Library Board of Trustees~~, and then by their legal counsels, **and if still not resolved, the Fontana Regional Library Board of Trustees.**

## **VIII. Provisions for Withdrawal**

A. A participating local governmental unit proposing to withdraw from the Fontana Regional Library shall give written notice on or before July 1 to the Fontana Regional Library Board of Trustees, the other counties' Boards of Commissioners, and the State Library of North Carolina. The withdrawal shall be effective one year from the date of notice. The withdrawal shall be effective the following June 30<sup>th</sup>.

B. Should that participating local governmental unit decide within this time period to rescind the proposal, that participating local governmental unit shall remain a part of the Fontana Regional Library under the same conditions and requirements as the agreement under which they became a member.

C. Should that participating local governmental unit fully withdraw, assets located in the local library facility will remain the assets of the withdrawing library. ~~Notwithstanding the aforementioned, in the event there are assets located in the local library facility that were purchased by Fontana Regional Library regional support services, those assets will remain the assets of Fontana Regional Library and the withdrawing unit may keep all assets/materials within their respective library(ies). Those items that are not kept in the local libraries of the withdrawing unit, such as vehicles and finances held by Fontana Regional Library shall remain the property of Fontana Regional Library.~~

## **IX. Provisions for Dissolution**

A. The Fontana Regional Library may be dissolved if two of the three participating local governmental unit parties withdraw in accordance with the procedures stated above.

B. As included under N.C.G.S. Chapter 160A, Article 20, Part 1, Joint Exercise of Power, property if proved to be purchased by the Fontana Regional Library may be owned jointly as tenants in common by the participating counties; therefore, if the Fontana Regional Library is dissolved, the counties of Jackson, Macon, and Swain shall divide the joint assets equally among themselves.

C. The distribution of properties and resources if jointly owned shall be accomplished by a committee composed of representatives from each county, and the current Fontana Regional Director.

D. After all outstanding debts are resolved, any remaining funds from the member counties shall be returned to them and the distribution of any remaining State or Federal funds shall be determined by the State Library. Any land and building property if owned by the Fontana Regional Library shall be sold and the proceeds distributed to the counties, or the property may be kept or distributed to the counties on an equitable basis as agreed upon by the committee of representatives. Other property such as the bookmobile, outreach van, computers and other technology, books, and any other assets may be sold at auction and the proceeds divided among the counties, or property may be distributed in some other equitable manner as agreed upon by the committee of representatives.

## **X. Term, Provisions for Periodic Review and Automatic Renewal**

A. This Agreement may be reviewed at any time by any county or the Fontana Regional Library Board, and ~~if modifications are deemed reasonable and necessary~~, amendments may be made according to the procedures stated in Section VII.

B. This Agreement shall have an initial term of ten years from the date of this Agreement and thereafter shall automatically renew for successive periods of ten years each, unless otherwise terminated as set forth herein. This Agreement shall be reviewed ten years from the date of this Agreement, and every ten years thereafter, by the Fontana Regional Library Board of Trustees and the Boards of the County Commissioners of Jackson, Macon, and Swain Counties. If modifications are deemed reasonable and necessary, amendments may be made according to the procedures stated in Section VII. If modifications are not deemed to be reasonable and necessary, this Agreement shall automatically renew and remain in full force and effect.

## **XI. Provisions for Termination of this Agreement**

A. This Agreement may be terminated ~~in accordance with Section IX above. if reasonable cause is presented in writing by any member of the Fontana Regional Library to the~~

~~other members of the Fontana Regional Library, the Fontana Regional Library Board of Trustees and the State Library of North Carolina.~~

~~B. The effective dates for termination shall be the same as a withdrawal from the Fontana Regional Library as described in Section VIII~~

~~C. If this Agreement terminates, the Fontana Regional Library shall be dissolved and if any joint assets distributed as described in Section IX.~~

**XII. Miscellaneous**

A. This Agreement constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.

B. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

C. This Agreement shall be effective upon acceptance by all the parties hereto as indicated by the date of the last party to sign this Agreement as set forth below.

D. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

E. All By-Laws, and Policies & Guidelines of Fontana Regional Library shall be revised to reflect the changes in this Agreement. If there is an ambiguity between this Agreement and the Fontana Regional Library By-Laws, this Agreement shall control.

**IN WITNESS WHEREOF**, this Agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Attest:

**JACKSON COUNTY**

\_\_\_\_\_  
Clerk to the Board

by \_\_\_\_\_  
Board of Commissioners, Chair

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

**MACON COUNTY**

\_\_\_\_\_  
Clerk to the Board

by \_\_\_\_\_  
Board of Commissioners, Chair

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

**SWAIN COUNTY**

\_\_\_\_\_  
Clerk to the Board

by \_\_\_\_\_  
Board of Commissioners, Chair

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

**FONTANA REGIONAL LIBRARY, INC**

\_\_\_\_\_  
Secretary to the Board

by \_\_\_\_\_  
Board of Trustees, Chair

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

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### CATEGORY – NEW BUSINESS

**MEETING DATE: NOVEMBER 14, 2023**

11(A). Mr. Scott Cole with Old Mud Creek, LLC is requesting the release of the remaining Bond being held in conjunction with Mountain Breeze Subdivision. Mr. Cole entered into a bond agreement in the amount of \$51,025.00 with Macon County on February 8, 2022. On October 21, 2022, Macon County released \$32,125.00 of this bond, with the remaining portion being held by Macon County until paving was completed. Mr. Cole is now requesting the remaining \$18,900.00 be released, as paving is now completed. Plan Reviewer Joe Allen and County Planner Caleb Gibson will be present at the meeting to answer any questions.

11(B). The Town of Franklin is requesting two items:

1. That the Board of County Commissioners consider amending the current lease of the Gazebo property to remove the sentence in Article VI, Section 6.1 “There shall be no consumption of alcoholic beverages upon the Lease Property.” A copy of the current lease agreement was provided at the October 10, 2023, regular meeting.
2. That the current lease be amended to include the Clock Tower Square within the boundaries of the proposed social district due to seating options available there.

Included in your packet is information about the social district, a social district map, and a Social District Ordinance provided by Town Manager, Aimee Owens. Members of the Town Council will be present to answer questions and provide additional information.

11(C). Mr. Roland and Attorney Ridenour will present and discuss two bids received for two properties in the Cartoogechaye Creek Campground. A copy of the offer letter from Aaron Reiser and current property deed. The

current tax appraised value for the lot with the house (PIN 6553850133) is \$17,620, and for the lot adjacent lot (PIN 6553850151) is \$15,000.

11(D). Included in the packet please find a proposed “Resolution Supporting Operation Green Light for Veterans.” A similar resolution was passed last year. Ms. Holbrooks will have more to share on this topic at the meeting.

11(E). Included in the packet please find a proposed “Resolution to Request the NC Legislature Revise the Macon County Board of Commissioners Election System to Allow Candidates in All Districts to Run for County Commissioner Every Two Years.” Attorney Ridenour will have more information at the meeting.

11(F). Included in the packet please find a proposed “Resolution Supporting the Identification of Party Affiliation for Candidates for Macon County Board of Education.” Attorney Ridenour will have more information at the meeting.

11(G). Representatives from the Macon County Board of Elections have requested approval of a “Resolution Authorizing Compensation” for the Elections Director. This resolution was passed by the Board of Elections on September 13, 2023. A copy of the resolution, minutes of the Board of Elections September 13, 2023 meeting minutes, and N.C.G.S. 163-35 are included in your packet.

# Proposed Social District – Town of Franklin

## Boundaries

The proposed social district boundary for the Town of Franklin would be from 95 East Main Street (Town Hall) to the intersection of Porter Street. Included in the district would be all sidewalks on East and West Main Street between the boundaries; Stewart Street in its entirety including the connecting alleyway; a portion of Phillips Street that connects Stewart Street to Main Street; Iotla Street to the alleyway at Crabtree General Store; the bricked area immediately adjacent to Macon County courthouse, the Gazebo Square and the Clock Tower Square. (Attachment 1 – map of proposed social district)

The rationale for inclusion of the area adjacent to the courthouse is due to Las Margaritas being part of the same plaza and individuals may wish to take their drinks with them and they would need to be able to connect to the social district. The Gazebo and Clock Tower Squares are natural connectors from Iotla Street and Phillips Street and offer multiple seating options. Rankin Square was excluded.

## Hours of Operation

The operating hours of the social district are proposed as 12:00 p.m. (Noon) until 9:00 p.m. Monday through Sunday. At all other times, unless a permit has been obtained for a special event, consumption of alcohol on sidewalks and in public areas is prohibited.

## Current Gazebo Site Lease and Clock Tower Square

There is currently a stipulation in the Gazebo square lease between the Town and Macon County – Article VI, Section 6.1 “There shall be no consumption of alcoholic beverages upon the Lease Property.” This stipulation in the existing lease would need to be waived by Macon County in order for the social district to include the Gazebo property. An additional request would be to include the Clock Tower Square as part of the social district due to its connection to Stewart Street and the number of seating options currently in the square.

Town Hall is part of the district for public restroom access; alcohol would not be allowed in any other part of the Town Hall building including the parking areas or lawn. The sidewalk leading to the Town Hall front doors and connecting to the sidewalk of East Main Street would be the only area where alcoholic beverages would be allowed; the access walkway from the rear parking area would not be included in the district.

## Exception for Special Events

When a special event is held pursuant to the issuance of an event permit the terms of the special event permit supersede the provisions of this article within the boundaries of the event including:

- a.) the prohibition of alcohol within the event boundaries, even if within the social district; or  
*For example: if Pumpkinfest remains alcohol free – the street closures would be the boundary for the event and no alcohol would be permitted on any of the closed streets that day until after the event concludes.*

- b.) any alcohol purchased within the boundaries of the event may be taken outside of the event, only into the boundary of a social district.

*For example: 80's Flashback Weekend streets closed could be Main Street, Iotla and Phillips – local breweries could have mobile vending for the event - individuals would still be able to take their beverages to Stewart Street and down to the boundary at Porter Street or to the furthest boundary at 95 East Main Street, Town Hall, but not outside of the existing social district (i.e. not on Church Street, Harrison Avenue or public parking areas).*

### **Goals of the Social District**

1. To attract citizens and visitors to the downtown leading to increased foot-traffic and provide new revenue opportunities for restaurants and retail establishments.
2. To develop new opportunities for social events such as festivals, music and food trucks.

### **Ordinance Updates**

A new proposed ordinance (Attachment 2) related to the Social District would be added to the existing code in Chapter 95 beginning with section 95.90. An amendment would need to be made to Chapter 130 – Offenses Against Town Regulations, section 130.01 – Public Consumption of Alcoholic Beverages to reference the social district and its provisions.

The proposed amendment to Chapter 130.01 is as follows:

No person shall consume malt beverages or unfortified wine, as defined by G.S. § 18B-101, or possess open containers thereof, on property owned, occupied, or controlled by the town, including but not limited to public streets, boulevards, alleys, rights-of-way, sidewalks and parks *outside of the designated social district referenced in Chapter 95, Social District*. This section shall not apply to any property leased by the town to any third party for the express purpose of operating a brewpub, microbrewery, restaurant or similar enterprise, provided that on-premises consumption of such beverages is otherwise permitted by law. This section also shall not apply to the service of beverages in a properly permitted outdoor seating area pursuant to § 95.10 of this code, provided that such service and possession are otherwise permitted by law.

### **Future Plans**

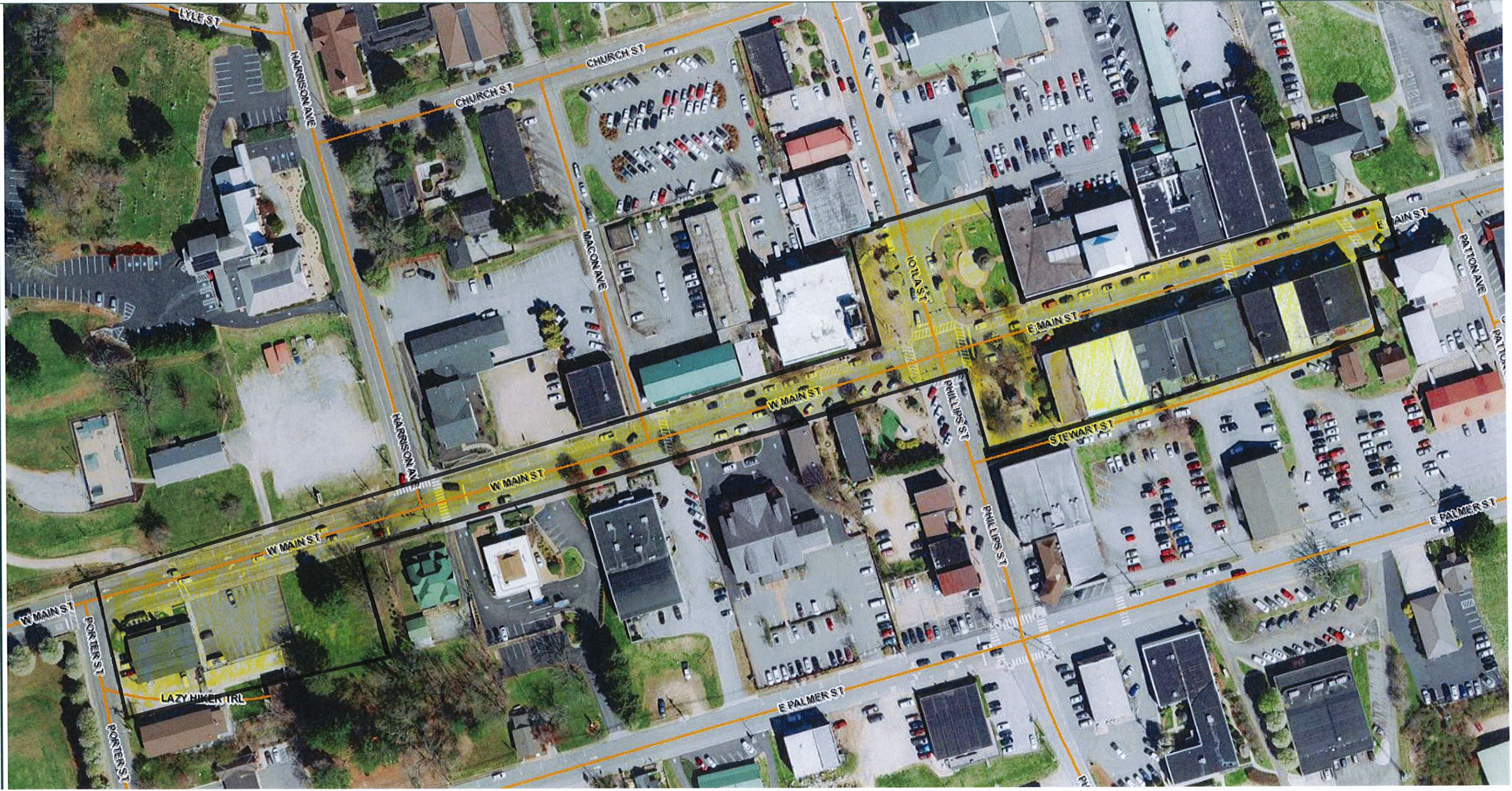
We are looking for opportunities to support our downtown, to provide a more social atmosphere with potential for new businesses and economic growth by encouraging new ways of marketing downtown.

The proposed Scott-Griffin Hotel Renovation project and roof top dining will provide a new experience for residents and visitors downtown. It is our hope that this project will be a catalyst for continued economic development in Franklin.



# MACON COUNTY

(<https://www.maconnc.org/index.html>)





## **SOCIAL DISTRICT**

### **Sec. 95.90. Purpose and intent.**

- (a) Pursuant to the provisions of G.S. § 160A-205.4, et seq, one or more social districts may be created within the town and the town hereby creates and designates the following social districts:
  - (1) Downtown Franklin Social District which is designated as shown on a map dated \_\_\_\_\_; the map is available in the office of the town clerk, and signage and/or markings shall be posted clearly delineating the boundaries of the social district.
- (b) The Downtown Franklin Social District shall be created, designated, and managed in accordance with the requirements contained in G.S. § 160A-205.4 and Chapter 18B.
- (c) Any person who violates this article, and any person who aids, abets, encourages, assists in, or contributes to such violation, shall be guilty of a misdemeanor.

### **Sec. 95.91. Definitions.**

*Non-permittee* means and refers to a person holding no ABC permits issued by the North Carolina Alcoholic Beverage Control Commission.

*Permittee* means and refers to a person holding any of the following ABC permits issued by the North Carolina Alcoholic Beverage Control Commission established under G.S. § 18B-200:

- (1) An on-premises malt beverage permit issued pursuant to G.S. 18B-1001(1).
- (2) An on-premises unfortified wine permit issued pursuant to G.S. 18B-1001(3).
- (3) An on-premises fortified wine permit issued pursuant to G.S. 18B-1001(5).
- (4) A mixed beverages permit issued pursuant to G.S. 18B-1001(10).
- (5) A distillery permit issued pursuant to G.S. 18B-1100(5).

*Person* means and refers to an individual, firm, partnership, association, corporation, limited liability company, other organization or group, or other combination of individuals acting as a unit.

*Premises* means and refers to a fixed permanent establishment, including all areas inside or outside the permitted establishment, where the permittee has control through a lease, deed, or other legal process.

*Social district* means and refers to a defined outdoor area in which a citizen may consume alcoholic beverages sold by a permittee. This term does not include the permittee's licensed premises or an extended area allowed under G.S. § 18B-904(h).

### **Sec. 95.92. Application.**

- (a) The provisions and terms contained in this article shall be applicable between the hours of 12:00 p.m. and 9:00 p.m., Monday through Sunday. At all other times, the provisions and

terms contained in this article are not in effect and all provisions of state and local laws concerning the possession and consumption of alcohol shall be in full force and effect.

- (b) Any alcoholic beverage purchased for consumption in a social district shall (i) only be consumed in that social district and (ii) be disposed of before the person in possession of the alcoholic beverage exits that social district unless the person is reentering the licensed premises where the alcoholic beverage was purchased. A violation of this section is a class 3 misdemeanor.

### **Sec. 95.93. Requirements for sale of alcoholic beverages.**

A permittee located in or contiguous to a social district may sell alcoholic beverages for consumption within that social district in which it is located in or contiguous to in accordance with the following requirements:

- (1) The permittee shall only sell and serve alcoholic beverages on its licensed premises.
- (2) The permittee shall only sell alcoholic beverages for consumption in the social district in which it is located in a container that meets all of the following requirements:
  - a. The container clearly identifies the permittee from which the alcoholic beverage was purchased.
  - b. The container clearly displays a logo or some other mark that is unique to the social district in which it is sold.
  - c. The container is not comprised of glass.
  - d. The container displays, in no less than 12-point font, the statement, "Drink Responsibly—Be 21."
  - e. The container shall not hold more than sixteen (16) fluid ounces.
- (3) The permittee shall not allow a person to enter or reenter its licensed premises with an alcoholic beverage not sold in conjunction with the social district regulations.

### **Sec. 95.94. Requirements for possession and consumption of alcoholic beverages.**

The possession and consumption of an alcoholic beverage in a social district is subject to all of the following requirements:

- (1) Only alcoholic beverages purchased from a permittee located in or contiguous to the social district may be possessed and consumed in that social district.
- (2) Alcoholic beverages shall only be in containers meeting the requirements set forth in section 95.93 of this article.
- (3) Alcoholic beverages shall only be possessed and consumed during the days and hours set forth in section 95.92 of this article.
- (4) Nothing in this subdivision shall be construed as authorizing the sale and delivery of alcoholic beverage drinks in excess of the limitation set forth in G.S. § 18B-1010.

- (5) A person shall dispose of any alcoholic beverage in the person's possession prior to exiting the social district in which the beverage was purchased unless the person is reentering the licensed premises where the alcoholic beverage was purchased.
- (6) A participating non-permittee business is required to always display the uniform sign during the times when the social district is active as to whether the business allows for patrons to enter their business with alcohol.
- (7) All permittee and non-permittee businesses that are part of a social district and allow customers to bring alcoholic beverages onto their premises are required to clearly post signage on any exits that do not open to the social district indicating that alcoholic beverages may not be taken past that point.
- (8) During the days and hours when the social district is in effect as set forth in section 95.92, a non-permittee business that allows customers to bring alcoholic beverages onto its premises is required to allow law enforcement officers access to the areas of the premises accessible by customers.
- (9) A violation of this section is a class 3 misdemeanor.

**Sec. 95.95 Exceptions.**

When a social event (as that term is used in this chapter) is held pursuant to the issuance of an event permit (as that term is used in this chapter) the terms of the event permit supersede the provisions of this article within the boundaries of the event including: a.) the prohibition of alcohol within the event boundaries, even if within the social district or b.) any alcohol purchased within the boundaries of the event may be taken outside of the event, only into the boundary of a social district. A violation of this section is a class 3 misdemeanor.

Hello Mr. Roland!

My name is Aaron Reiser,

I am a 23 y/o Young Man Working in construction & also as a handyman. I moved out to Franklin, nc. 3 years ago from South Florida, and I've fallen in Love with this small town! Some Recent Developments with my life have taken me for a spin and I am now looking for a new location in short notice. I do not want to leave Franklin, nc. This is now my home. I would like to formally Submit an offer on Parcel #'s (PIN)

# 6553850133 - LOT 1

&

# 6553850151 - LOT 2

Both located  
At Cartoogechaye  
Creek Campground

For Lot 1 I would like to offer \$4,000.  $\frac{00}{100}$  USD

For Lot 2 I would like to offer \$4,000.  $\frac{00}{100}$  USD

Total offer \$8,000.  $\frac{00}{100}$  USD For Lot 1 & 2

BK: CRP E-42  
PG: 234-235  
RECORDED:  
10-24-2022  
08:40:24 AM  
BY: TODD RABY  
REGISTER



2022008061  
MACON COUNTY, NC  
TODD RABY  
REGISTER OF DEEDS

NC FEE \$26.00  
NO TAXABLE  
CONSIDERATION

PIN# 6553-85-0133  
PIN # 6553-85-0151  
NC Revenue - \$0.00 Exempt

**THIS INSTRUMENT PREPARED WITHOUT  
BENEFIT OF A TITLE EXAMINATION,  
UNLESS OPINION ISSUED IN WRITING, BY:**  
Kelly Langteau-Ball, RIDENOUR & GOSS, PA  
P.O. Box 965, Sylva, North Carolina 28779



MAPPING  
MZ

NORTH CAROLINA  
MACON COUNTY

COMMISSIONER'S DEED

THIS COMMISSIONER'S DEED dated this the 24th day of October, 2022, by and between KELLY LANGTEAU-BALL, Commissioner, pursuant to that Order of Confirmation entered November 6, 2020 in Macon County File No. 19 CVS 682 entitled THE COUNTY OF MACON, Plaintiff v. HAROLD MATHIS a/k/a HAROLD MATHIAS, ET AL, Defendants, hereinafter referred to as "Grantor," and THE COUNTY OF MACON, a North Carolina Body Politic, whose address is 5 W Main St, Franklin, North Carolina 28734, hereinafter referred to as "Grantee."

WITNESSETH:

THAT WHEREAS, the said KELLY LANGTEAU-BALL, as Commissioner, being empowered and directed by that Entry of Summary Judgment and Order of Sale entered January 21, 2020 in the above referenced action did, on October 23, 2020, after due advertisement according to law, and as directed by said Order, expose the land hereinafter described to public sale, at the SE entrance of the Macon County Courthouse in Franklin, North Carolina, where and when Macon County became the last and highest bidder for said land in the sum of Fifteen Thousand Seven Hundred Twenty-Five and 00/100 Dollars (\$15,725.00); and,

WHEREAS, more than ten (10) days elapsed after said sale and the report thereof to the court without any advanced or upset bid being offered and without any exceptions being filed; and,

WHEREAS, the said sale was then confirmed by that Order of Confirmation entered on November 6, 2020 by the Clerk of Superior Court, and Kelly Langteau-Ball, as Commissioner, was ordered by the Order of said Court to execute a deed in fee simple to said purchaser upon payment of purchase money, and the purchase money has been paid in full.

NOW THEREFORE, the Grantor, Kelly Langteau-Ball, as Commissioner, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has, and by these presents, does hereby grant, bargain, sell and convey onto THE COUNTY OF MACON, Grantee, two lots or parcels of land, lying and being in Cartoogechaye Township, Macon County, State of North Carolina, and more particularly described as follows:

- a. Tract 1: BEING all of Lot 1 of Cartoogechaye Creek Campground, containing 0.04 acres, more or less, located in Cartoogechaye Township, Macon County, bearing parcel identification number 6553-85-0133 according to the Macon County Mapping Office, and being more particularly described in that certain deed to Harold Mathias dated January 1, 2006 and recorded in Book G-30 at Page 1068 of the Macon County Registry, together with all appurtenances and subject to any and all easements, rights-of-way, well rights and restrictive covenants described therein.
- b. Tract 2: BEING all of Lot 2 of Cartoogechaye Creek Campground, containing 0.04 acres, more or less, located in Cartoogechaye Township, Macon County, bearing parcel identification number 6553-85-0151 according to the Macon County Mapping Office, and being more particularly described in that certain deed to Harold Mathias dated January 1, 2006 and recorded in Book G-30 at Page 1068 of the Macon County Registry, together with all appurtenances and subject to any and all easements, rights-of-way, well rights and restrictive covenants described therein.

The property does not include the primary residence of the Grantor.

TO HAVE AND TO HOLD said land with its appurtenances to Grantee forever in as full and ample manner as Kelly Langteau-Ball, Commissioner, is authorized and empowered to convey the same.

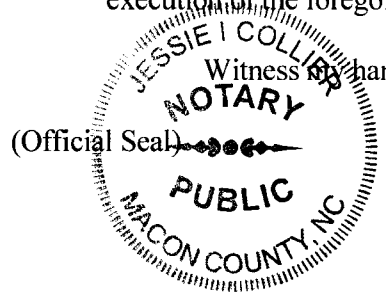
IN WITNESS WHEREOF, the Grantor, as Commissioner, has set her hand and seal, on this the day and year first above written.

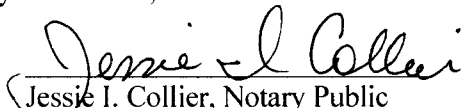
 (SEAL)  
 Kelly Langteau-Ball, Commissioner

NORTH CAROLINA  
JACKSON COUNTY

I, Jessie I. Collier, a Notary Public of said State and Macon County, do hereby certify that KELLY LANGTEAU-BALL, Commissioner, personally appeared before me this day and acknowledge the due execution of the foregoing and annexed Commissioner's Deed for the purposes therein expressed.

Witness my hand and official seal this 24th day of October, 2022.



  
 Jessie I. Collier, Notary Public  
 My Commission Expires: October 5, 2027

STATE OF NORTH CAROLINA  
COUNTY OF MACON

RESOLUTION IN SUPPORT OF  
OPERATION GREEN LIGHT FOR VETERANS

WHEREAS, the residents of Macon County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Macon County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Macon County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted; therefore be it

RESOLVED, with designation as a Green Light for Veterans County, Macon County hereby declares from November 6, 2023 through November 12, 2023, a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Macon County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made



immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 6th through the 12th, 2023.

Adopted this 14th day of November, 2023

---

Paul Higdon, Chairman  
Macon County Board of Commissioners

ATTEST:

---

Derek Roland, Clerk to the Board

STATE OF NORTH CAROLINA  
COUNTY OF MACON

RESOLUTION IN SUPPPORT OF REVISING THE MACON COUNTY BOARD OF  
COMMISIONERS ELECTION SYSTEM TO ALLOW FOR TWO AT-LARGE MEMBERS

WHEREAS, since 1978, the 5 member Board of the Macon County Board of Commissioners have been elected from 3 Districts with a single member elected from District 1 (Ellijay, Flats, Highlands and Sugarfork) a single member from District 3 (Burningtown, Cartoogechaye, Cowee and Nantahala) and three members with staggered terms from District 2 (Iotla, Millshoal, North Franklin, East Franklin, South Franklin, Union and Smithbridge); and

WHEREAS, as a result of this structure, potential candidates from District 2 are eligible to file for election every 2 years, while potential candidates from the single member Districts 1 and 3 may only file for election every 4 years; and

WHEREAS, in order to provide equal opportunity to all eligible citizens of Macon County to run for commissioner every 2 years, the Macon County Board of Commissioners believes that the best method would be for the election of 1 member from each of the three Districts, with 2 at-large members with staggered terms.

NOW THEREFORE, IT IS RESOLVED by the Macon County Board of Commissioners as follows:

1. The Macon County Board of Commissioners requests the North Carolina General Assembly establish that the Macon County Board of Commissioners shall be comprised of 1 member from each of the three Districts with 2 at-large members with staggered terms.
2. Further, that this change in the election of the Macon County Board of Commissioners shall not impact the terms of any current members of the Macon County Board of Commissioners.
3. Further, that this change begin in the election cycle for members of the Macon County Board of Commissioners beginning in 2026.
4. That this Resolution shall be forwarded to the Senator and Representative who represent Macon County in the North Carolina General Assembly and a copy be retained in the Office of the Clerk to the Board of Commissioners.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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Paul Higdon, Chairman  
Macon County Board of Commissioners

ATTEST:

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Derek Roland, Clerk to the Board

STATE OF NORTH CAROLINA  
COUNTY OF MACON

RESOLUTION SUPPORTING THE IDENTIFICATION OF PARTY AFFILIATION FOR  
CANDIDATES FOR MACON COUNTY BOARD OF EDUCATION

WHEREAS, members of the Macon County Board of Education are currently elected as non-partisan candidates; and

WHEREAS, the Macon County Board of Commissioners believes that identification of candidates' party and/or ideological affiliation will provide voters with more information on the policies and positions such candidates support; and,

WHEREAS, approximately one half of the other school districts in North Carolina currently identify their Board of Education candidates by party affiliation; and,

WHEREAS, election clarity and transparency are of upmost importance to insure voters a basis for their decisions.

NOW THEREFORE, IT IS RESOLVED by the Macon County Board of Commissioners as follows:

1. The Macon County Board of Commissioners requests the North Carolina General Assembly establish that henceforth the party affiliation of candidates for the Macon County Board of Education be identified on any/all primary and general election ballots.
2. Further, that this change in the election of the Macon County Board of Education members shall not impact the terms of any current members of the Macon County Board of Education.
3. Further, that this change begin in the next election cycle for members of the Macon County Board of Education in 2025.
4. That this Resolution shall be forwarded to the Senator and Representatives who represent Macon County in the North Carolina General Assembly and a copy be retained in the Office of the Clerk to the Board of Commissioners.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Paul Higdon, Chairman  
Macon County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Derek Roland, Clerk to the Board

**RESOLUTION AUTHORIZING COMPENSATION  
PURSUANT TO G.S. §§ 163-35 (c)**

At a meeting duly called and held on 9/13/2023, the Macon County Board of Elections adopted the following resolution:

**WHEREAS** G.S. §§ 163-35 (c) states the county shall pay the Director for all hours worked in excess of full-time, when such additional hours have been approved by the county board of elections and such approval has been recorded in the official minutes of the county board of elections.

**WHEREAS** G.S. §§ 163-32 county board of elections shall pay its employees such compensation they may fix within budget appropriations. This law was upheld and clearly defined in the 2019 NC Superior Court case 09-CVS-229, Graham County Board of Elections vs Graham County Board of Commissioners.

**WHEREAS**, United States Equal Employment Opportunity Commission (EEOC) defines an administrative exemption as the majority of hours in the workweek is devoted to activities directly and closely related to the performance of administrative activities.

**WHEREAS**, The Director of Elections devotes equal number of hours to non-administrative work in addition to administrative activities during implementation of elections.

**THEREFORE**, The Director of Elections would be defined as non-exempt.

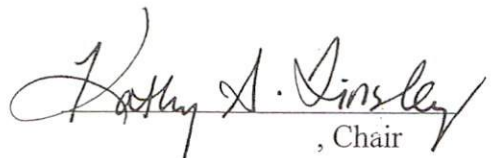
**THEREFORE, THE MACON COUNTY BOARD OF ELECTIONS HEREBY RESOLVES THAT:**

Pursuant to North Carolina General Statute, Chapter 163, Elections and Election laws, by adoption of this resolution, the Macon County Board of Elections approves and records the following compensation for Board of Election Director.

**THEREFORE, LET IT BE FURTHER RESOLVED THAT:**

The amount of time and half comp time of hours worked over 40 hours in a week shall be received by the Director of Elections in Macon County.

Adopted this the day of 13<sup>th</sup>, 2023.

  
Kathy A. Dinsley  
Chair  
Macon County Board of Elections



**§ 163-35. Director of elections to county board of elections; appointment; compensation; duties; dismissal.**

(a) In the event a vacancy occurs in the office of county director of elections in any of the county boards of elections in this State, the county board of elections shall submit the name of the person it recommends to fill the vacancy, in accordance with provisions specified in this section, to the Executive Director of the State Board of Elections who shall issue a letter of appointment. A person shall not serve as a director of elections if he:

- (1) Holds any elective public office;
- (2) Is a candidate for any office in a primary or election;
- (3) Holds any office in a political party or committee thereof;
- (4) Is a campaign chairman or finance chairman for any candidate for public office or serves on any campaign committee for any candidate;
- (5) Has been convicted of a felony in any court unless his rights of citizenship have been restored pursuant to the provisions of Chapter 13 of the General Statutes of North Carolina;
- (6) Has been removed at any time by the State Board of Elections following a public hearing; or
- (7) Is a member or a spouse, child, spouse of child, parent, sister, or brother of a member of the county board of elections by whom he would be employed.

(b) Appointment, Duties; Termination. – Upon receipt of a nomination from the county board of elections stating that the nominee for director of elections is submitted for appointment upon majority selection by the county board of elections the Executive Director shall issue a letter of appointment of such nominee to the chairman of the county board of elections within 10 days after receipt of the nomination, unless good cause exists to decline the appointment. The Executive Director may delay the issuance of appointment for a reasonable time if necessary to obtain a criminal history records check sought under G.S. 143B-968. The Executive Director shall apply the standards provided in G.S. 163-27.2 in determining whether a nominee with a criminal history shall be selected. If the Executive Director determines a nominee shall not be selected and does not issue a letter of appointment, the decision of the Executive Director of the State Board shall be final unless the decision is, within 10 days from the official date on which it was made, deferred by the State Board. If the State Board defers the decision, then the State Board shall make a final decision on appointment of the director of elections and may direct the Executive Director to issue a letter of appointment. If an Executive Director issues a letter of appointment, the county board of elections shall enter in its official minutes the specified duties, responsibilities and designated authority assigned to the director by the county board of elections. The specified duties and responsibilities shall include adherence to the duties delegated to the county board of elections pursuant to G.S. 163-33. A copy of the specified duties, responsibilities and designated authority assigned to the director shall be filed with the State Board of Elections. In the event the Executive Director is recused due to an actual or apparent conflict of interest from rendering a decision under this section, the chair and vice-chair of the State Board shall designate a member of staff to fulfill those duties.

(c) Compensation of Directors of Elections. – Compensation paid to directors of elections in all counties maintaining full-time registration (five days per week) shall be in the form of a salary in an amount recommended by the county board of elections and approved by the Board of County Commissioners and shall be commensurate with the salary paid to directors in counties similarly situated and similar in population and number of registered voters.

The Board of County Commissioners in each county, whether or not the county maintains full-time or modified full-time registration, shall compensate the director of elections at a minimum rate of twelve dollars (\$12.00) per hour for hours worked in attendance to his or her duties as prescribed by law, including rules and regulations adopted by the State Board of



Elections. In addition, the county shall pay to the director an hourly wage of at least twelve dollars (\$12.00) per hour for all hours worked in excess of those prescribed in rules and regulations adopted by the State Board of Elections, when such additional hours have been approved by the county board of elections and such approval has been recorded in the official minutes of the county board of elections.

In addition to the compensation provided for herein, the director of elections to the county board of elections shall be granted the same vacation leave, sick leave, and petty leave as granted to all other county employees. It shall also be the responsibility of the Board of County Commissioners to appropriate sufficient funds to compensate a replacement for the director of elections when authorized leave is taken.

(d) Duties. – The director of elections may be empowered by the county board of elections to perform such administrative duties as might be assigned by the board and the chairman. In addition, the director of elections may be authorized by the chairman to execute the responsibilities devolving upon the chairman provided such authorization by any chairman shall in no way transfer the responsibility for compliance with the law. The chairman shall remain liable for proper execution of all matters specifically assigned to him by law.

The county board of elections shall have authority, by resolution adopted by majority vote, to delegate to its director of elections so much of the administrative detail of the election functions, duties, and work of the board, its officers and members, as is now, or may hereafter be vested in the board or its members as the county board of elections may see fit: Provided, that the board shall not delegate to a director of elections any of its quasi-judicial or policy-making duties and authority. Such a resolution shall require adherence to the duties delegated to the county board of elections pursuant to G.S. 163-33. Within the limitations imposed upon the director of elections by the resolution of the county board of elections the acts of a properly appointed director of elections shall be deemed to be the acts of the county board of elections, its officers and members.

(e) Training and Certification. – The State Board of Elections shall conduct a training program consisting of four weeks for each new county director of elections. The director shall complete that program. Each director appointed after May 1995 shall successfully complete a certification program as provided in G.S. 163-82.24(b) within three years after appointment or by January 1, 2003, whichever occurs later. (1953, c. 843; 1955, c. 800; 1963, c. 303, s. 1; 1967, c. 775, s. 1; 1971, c. 1166, s. 2; 1973, c. 859, s. 1; 1975, c. 211, ss. 1, 2; c. 713; 1977, c. 265, s. 21; c. 626, s. 1; c. 1129, s. 1; 1981, cc. 84, 221; 1983, c. 697; 1985, c. 763; 1991, c. 338, s. 2; 1993 (Reg. Sess., 1994), c. 762, s. 16; 1995, c. 243, s. 1; 1999-426, s. 7(a); 2001-319, ss. 1(a), 1(b), 11; 2004-203, s. 58; 2009-541, ss. 3, 4(a); 2017-6, s. 3; 2018-13, s. 1(e); 2018-146, s. 3.1(a), (b).)

MACON COUNTY BOARD OF ELECTIONS  
Board Meeting, 13 September 2023

Participants: Director Melanie Thibault, Deputy Director Judy Fritts, Lynne Garrison, Gary Dills, John Vanhook and Jeff Gillette. Kathy Tinsley was not able to attend.

Call to Order: Mr. Dills called the meeting to order at 3 PM.

1. Minutes from 18 July 2023 and 18 August 2023: Ms. Garrison made a motion to accept the minutes as written. Mr. Vanhook seconded the motion. Following discussion, the Board unanimously approved the minutes. Attachments 1 and 2
2. Poll Workers for the next two years: The Director provided a compilation of inputs from the political parties. Three assistant judge positions are currently vacant. Mr Gillette made a motion to accept the list. Ms. Garrison seconded the motion and the Board approved unanimously. Attachment 3
3. Contract Support for Testing: The Director provided a contract for Mr. John Williams to act as a machine technician for logic and accuracy testing of elections equipment. This contract replaces the contract with Mr. Gary Tallent for testing. This contract ends on 31 December 2023 and must be executed during non-work hours for Mr. Williams. Ms. Garrison made a motion to approve the contract. Mr Vanhook seconded the motion and the Board approved unanimously. Attachment 4
4. Resolution for Director Over-time in compliance with the general statutes: The Director provided a draft resolution which would put all the staff including the Director's overtime pay in compliance with state law. Mr. Gillette made a motion to accept the resolution. Mr Vanhook seconded the motion and the Board unanimously approved. Attachment 5
5. Invoices: The Director provided four invoice (Standing shelves - \$170.68, yellow paper for sample ballots - \$103.47, ATV labels for municipal elections - \$643.30, and absentee return labels - \$254.73). Following Board review, Ms. Garrison made a motion to pay the invoices. Mr Vanhook seconded the motion and the Board approved unanimously. Mr Dills signed the invoices. Attachment 6



6. Contract for transportation of machines: Mr Dills asked if there were any possibility of the county providing transportation and driver to/from each precinct to move election equipment. Mr Williams or another Board of Election staff would accompany the machines and place them in the precinct based on Precinct Judge preference. This action would replace the current contract which can cost up to \$8000 per election cycle. Following discursion, Mr Gillette made a motion asking the Director to engage with the County Manage on the feasibility of this plan. Ms. Garrison seconded the motion and the Board unanimously approved.
7. Budget Report: The Director provided the current budget report showing us on track on spending. Attachment 7
8. Adjourn: Ms. Garrison made a motion to adjourn until 3 October 2023 at 5PM to review absentee ballots if the meeting is needed. Mr Vanhook seconded the motion and the Board unanimously approved. The Board adjourned at 4 PM.

#### Attachments

1. Minutes from 18 July 2023
2. Minutes from 18 August 2023
3. Poll Workers
4. Service contract with Mr. John Williams
5. Resolution Authorizing Compensation
6. Four Invoice
  - a. Amazon for \$170.68
  - b. Amazon for \$103.47
  - c. Another Printer for \$643.30
  - d. Another Printer for \$254.73
7. Budget report

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### **CATEGORY – CONSENT AGENDA**

#### **MEETING DATE: NOVEMBER 14, 2023**

Item 12A. Draft minutes from the October 10, 2023 regular meeting are attached for the board's review and approval. (Tammy Keezer)

Item 12B. Budget Amendments #71-77 are attached for your review and approval. (Lori Carpenter)

Item 12C. Site Revisions for Owle Construction for the Macon County Transit Addition (Darlene Asher and Lori Carpenter)

Item 12D. Tax releases for the month of October 2023 in the amount of \$601.12, per the attached memorandum from Tax Collections Supervisor Delena Raby.

Item 12E. Relief of the Taxing Unit for Collection of Real Estate Taxes that are Ten Years Past Due in the amount of \$38,080.07, per the attached memorandum from Tax Collections Supervisor Delena Raby.

Item 12F. A copy of the ad valorem tax collection report as of August 31, 2022. Report only. No action is necessary. (Delena Raby)



**MACON COUNTY BOARD OF COMMISSIONERS  
OCTOBER 10, 2023  
MINUTES**

Chairman Higdon called the meeting to order at 6:00 p.m. All Board Members, County Manager Derek Roland, Deputy Clerk Tammy Keezer, Finance Director Lori Carpenter, and County Attorney Eric Ridenour were present, as were a number of county employees, media, and citizens. Commissioner Shields arrived at 6:10 p.m. after the meeting had been called to order due to his representation of the Board at the 100<sup>th</sup> Anniversary Celebration of Angel Medical Center.

**ANNOUNCEMENTS:**

(A) Mr. Roland announced that Commissioner Shields is running about ten minutes late due to attendance at the 100th-year celebration of Angel Medical Center.

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

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

**PUBLIC HEARING(S):** None

**PUBLIC COMMENT PERIOD:** None

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

- To add Item 11E under New Business, Discussion Regarding Support for a Grant for Career and Technical Education program at Franklin High School, per Commissioner Mr. Roland
- To correct Item 11D under New Business, to Discussion and Consideration of the Addition of a Planner Position instead of a Code Enforcement Officer II Position in the Planning, Permitting, and Development Department, per Mr. Roland
- To add a Closed Session before Item 11D, To Discuss Personnel in Accordance with N.C.G.S. 143-318.11 (a) (5), per Mr. Roland
- To Table Item 11A under New Business, Discussion Regarding Town of Franklin Social District and Use of the Gazebo and Clock Tower Squares, per Chairman Higdon

**REPORTS AND PRESENTATION:**

**Quarterly Award Presentations For First Responders** – Commissioner Antoine stated he is participating in this presentation as a Community Chaplain and not as a Commissioner. He indicated that he is one of three volunteer Chaplains for

Macon County and would be presenting the second round of quarterly awards. Mr. Antoine present awards to Dalton Drinnon, Page Southard, and Chandler Ellenburg with Macon County Emergency Management; Michael Gerra with the North Carolina State Highway Patrol; and Anissa Steel and Daniel Crane with Macon County Sheriff's Office.

## **OLD BUSINESS:**

### **Discussion Regarding Franklin High School Public Review of Schematic**

**Drawings** – Mr. Roland introduced Paul Boney with LS3P and announced that a Community Input Session will be held on October 19, 2023, at the Robert C. Carpenter Community Building. Mr. Boney said they are looking forward to having as many people as possible present and his team will be available to answer questions. He said the drawings will be on display, as well as floor plans, site plans, interior renderings, etc. Mr. Boney welcomed feedback and input from the community. Commissioner Young asked about a virtual tour. Mr. Boney said they would try to have that available.

**Highlands School Renovation/Pre-K Project Update** – Mr. Boney said the bids previously received were significantly over budget and they have been trying to figure out how to order some of the long lead time materials (HVAC, windows, etc.), and figure out how to make this project move forward in a way that gives us the most options. He suggested to award the project to Construction Manager at Risk firm which would be selected on qualification instead of price. Mr. Boney said they in this scenario, the firm is given the budget and would be in charge of the bid process. He stated the firm would continue to work with LS3P but the Construction Manager at Risk would be responsible for the money. Mr. Boney explained this method gives us an opportunity to move forward with purchasing some items with a long lead time and to get ahead of inflation. He indicated that the only other option is to put the project back out to bid as we did before and see if we get any better bids. Mr. Boney requested that an Request for Qualifications (RFQ) for Construction Manager (CM) at Risk be posted to see what kind of interest we get. He indicated that the scope of the project should be broken down in to phases with Phase I consisting of mechanical, windows, roof, doors; Phase II consisting of the Highlands Pre-K project; and Phase III renovations with the FP coming from Macon County using the Repair and Renovation Fund. Ms. Carpenter said \$63,430 of the requested \$697,730 has been encumbered for Planning and Design with the remainder intended for the Highlands Middle School HVAC, windows, and flooring. Ms. Carpenter deposits are posted quarterly and the current balance is \$754,993.02 which includes what has previously been encumbered. She said she thinks we may have to amend the application as we applied a year ago and may be modifying that application. Ms. Carpenter indicated that \$165,377 was budgeted for design development and construction documents for the Highlands Pre-K project as well. After some additional discussion, Commissioner Young made a motion, seconded by Commissioner Shields to solicit an RFQ for CM at Risk for Highlands School Renovation project which will be broken into three phases. Vote was unanimous.

## **NEW BUSINESS:**

**Discussion Regarding Town of Franklin Social District and Use of the Gazebo And Clock Tower Squares** – Tabled until November 2023 Regular Meeting.

**Discussion and Consideration of Bond Amendment with Tiny Mountain Estates Subdivision** – Planning Director Joe Allen presented bond the agreement and explained the purpose and project needs. Motion by Commissioner Young, seconded by Commissioner Shields to enter into a bond agreement in the amount of \$22,714.76 by cash, in lieu of paving the roads as described in the agreement. Vote was unanimous.

**Discussion and Consideration of Renewal of the Master Service Agreement with LittleT Broadband** – Mr. Roland reminded the board of the details of the Master Agreement with LittleT Broadband as a consultant to work with the broadband

committee. He said this agreement has no funding involved and once a project is identified then sub-agreements are entered in to and funding designated. Mr. Roland said we need to renew this agreement to have this level of expertise on staff as well as oversight of the fiber project in Nantahala with funds allocated to that project subagreement in the FY 24 budget. Mr. Roland said this is a renewal of the current agreement. Commissioner Shields made a motion, seconded by Commissioner Young to approve the agreement as presented. Vote was unanimous.

**CLOSED SESSION:** At 7:02 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to go into closed session as allowed under NCGS 143-318.11(a)(5). At 7:32 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to come out of closed session and return to open session.

**Discussion and Consideration of the Addition of a Planner Position in the Planning, Permitting, and Development Department** – Mr. Roland gave an overview of the structure of the Planning Permitting and Development Department and the volume of inspections. He explained the positions currently in the department consisting of eight total positions and stated he is asking for nine total. Mr. Roland requested approval of the addition of a Planner position and the accompanying budget amendment. He said the department is one of the most efficient departments that the county operates and shared that Jackson County has twenty-one employees performing the same duties as this department. Mr. Roland said currently the Planning Director oversees all planning, the planning board, code enforcement related to land use ordinances, erosion control, watershed, floodplain, and building inspections, and conducts fire inspections as well. He explained that with the addition of the Planner position, the Planner will conduct all planning, oversee the planning board, and code enforcement related to land use ordinances, erosion control, watershed, and floodplain duties. He said the Planning Director position will be reclassified to a Plan Reviewer/CEO III with the new duties of plan review, permit entry, code enforcement, and building inspections. Commissioner Shields made a motion, seconded by Commissioner Higdon to approve the addition of the position as requested as well as the accompanying budget amendment in the amount of \$69,718 and to increase revenue from interest on investments by the same amount. Vote was unanimous.

**Discussion Regarding Support for a Grant for the Career and Technical Education (CTE) Program at Franklin High School** – Ms. Colleen Strickland and Mr. Josh Brooks reminded the board of the CTE program plan that was previously presented to the board and provided statics about upcoming planned graduations for telecommunicators and basic EMT's. Ms. Strickland stated that the Dogwood Health Trust has just awarded \$495,280 in funding to Franklin High School to increase the CTE staffing. She said Dogwood Health Trust has offered to hire a grant writer and leverage the funding for the application for the Perkins Innovation Modernization Grant. Ms. Strickland said Franklin High School is eligible to apply for this grant because the Higdon property has been purchased, the county pays for one-and-a-half CTE positions, the county pays for a two percent supplement to the salaries of all CTE teachers, plus the Dogwood Health Trust funding to use for the required funding match. She shared that the Dogwood Health Trust has offered an additional \$100,000 match and that SCC has also been paying for several teacher positions which will count toward the match. Ms. Strickland said that all combined this is more than fifty percent local match. She said we are eligible to apply for a five-year grant in the amount of \$4.8 million which will enhance everything they receive from the Dogwood Health Trust, help put in infrastructure and programs to support the farm-to-table land lab, and increase dual enrollment for students. Ms. Strickland said the grant will not allow for any renovations but will allow for contracting with an architect who can develop a master plan and design for the Higdon property, set aside tuition for students in the aviation program, stipends for student internships, equipment, and virtual reality opportunities for Nantahala and Highlands for some programs such as welding, automotive and health sciences. She said this is a competitive grant and she is asking for Mr. Roland to send a letter of support on behalf of the board to this grant and consider a resolution at the next meeting in

support of CTE and the grant. Mr. Brooks gave some statistical information about the number of students, credentials achieved, etc., and how the Franklin High School program compares to others in the region and state. Motion by Commissioner Antoine, seconded by Commissioner Shields for the County Manager to work on a letter of support. Vote was unanimous.

**CONSENT AGENDA:** Upon a motion by Commissioner Higdon, seconded by Commissioner Antoine, the board voted unanimously to approve the consent agenda as presented which includes: (A) Minutes of the September 12, 2023 regular meeting, (B) Budget Amendments #50-55, (C) Revised Vehicle Policy, (D) Tax releases for the month of September 2023 in the amount of \$1,774.32, (E) Monthly ad valorem tax collection report for which no action is necessary.

**APPOINTMENTS:**

**(A) Board of Health (3 seats)**

Chairman Higdon said as the liaison of the Macon County Board of Health he would like to recommend Ruth Stillwell, Matt Corbin, and Garrett Higdon as approved by the Board of Health. Chairman Higdon made a motion, seconded by Commissioner Shields to appoint all three representatives as presented. Vote was unanimous.

**CLOSED SESSION:** At 8:07 p.m., upon a motion by Commissioner Shearl, seconded by Commissioner Shields, the board voted unanimously to go into closed session as allowed under NCGS 143-318.11(a)(5) to discuss the acquisition of property and NCGS 143-318.11(a)(6) to discuss a personnel matter. At 8:48 p.m., upon a motion by Commissioner Shields, seconded by Commissioner Antoine, the board voted unanimously to come out of closed session and return to open session.

**ADJOURN:** With no other business, at 8:49 p.m., upon a motion from Commissioner Shields, seconded by Commissioner Young, the board voted unanimously to adjourn.

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Derek Roland  
Ex Officio Clerk to the Board

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Paul Higdon  
Board Chair























October 19, 2023  
Macon County Transit  
Attn: Darlene Asher  
36 Pannell Lane  
Franklin, NC 28734

Re: **REVISED: PCO 002 – SITE REVISIONS**

Owle Construction, LLC respectfully submits its quote to complete the following scope of work for the above referenced project.

For this work, Owle Construction, LLC respectfully requests a compensation of **\$ 2,114.50.**

**SITE REVISIONS:** **\$ 4,390.00**

*Price includes all labor, equipment, materials, and insurance for the following:*

- *Supply/Install concrete stoop slab (5'x5') and West entrance.*
- *Supply/Install additional concrete and/or asphalt on West side of building for additional parking.*
- *All necessary formwork.*
- *All necessary reinforcing.*
- *Supervision for above scope.*

**FUEL MASTER REPAIRS (CREDIT):** **(\$ 2,275.50)**

- *Credit back to owner for Fuel Master Repairs due to damage by Owle.*

**EXCLUSIONS/RESTRICTIONS**

1. Any work outside of the listed scope above.

If you have any questions, please feel free to call.

Sincerely,  
**OWLE CONSTRUCTION, LLC**

**Brett Smith**  
**Project Manager**

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



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

TO: MACON COUNTY COMMISSIONERS

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

DATE: November 06, 2023

RE: Releases for October, 2023

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

AMOUNT OF RELEASES FOR OCTOBER, 2023: \$ 601.12



RELEASES REPORT  
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
23325 AUGUSTITUS, DANIEL A & NANCY L	2023-54433	DY: PERSONAL PROPERTY LAS	12/31/9999 9:45:04 AM			
		CLERICAL ERROR		F04 ADVL TAX	2,000.00	0.96
		CLERICAL ERROR		G01 ADVL TAX	2,000.00	5.40
		MOVED - NO LONGER IN MACON COUNTY		TOTAL RELEASES:		6.36
52849 DOUTHIT, CALVIN MICHAEL	2023-300626	DY:ORP:6517687971 LAS	12/31/9999 2:57:06 PM			
		CLERICAL ERROR		F09 ADVL TAX	65,000.00	31.66
		CLERICAL ERROR		G01 ADVL TAX	65,000.00	175.50
		SHOULD HAVE BEEN TRANSFERRED FOR TAXPAYER		TOTAL RELEASES:		207.16
134422 GIBSON, LANDON C.	2023-80014	DY:ORP:6594734979 LAS	12/31/9999 9:44:09 AM			
		CLERICAL ERROR		F02 ADVL TAX	32,600.00	17.54
		CLERICAL ERROR		G01 ADVL TAX	32,600.00	88.02
		BASEMENT IS UNFINISHED		TOTAL RELEASES:		105.56
135230 MACON HEALTH HOLDINGS	2023-203565	DY: PERSONAL PROPERTY LAS	12/31/9999 4:35:02 PM			
		CLERICAL ERROR		F01 ADVL TAX	4,293.00	2.50
		CLERICAL ERROR		G01 ADVL TAX	4,293.00	11.59
		ASSET WAS REMOVED FROM LISTING FORM PER AMENDMENT		TOTAL RELEASES:		14.09
18144 WILLIAMSON, ROGER LEE	2020-54168	DY: PERSONAL PROPERTY LAS	12/31/9999 9:46:12 AM			
		CLERICAL ERROR		F05 ADVL TAX	773.00	0.56
		CLERICAL ERROR		G01 ADVL TAX	768.00	2.88
		CLERICAL ERROR		L01 FFEEFEE	773.00	21.59
		MOBILE HOME IS UNSOUND SINCE 2020		TOTAL RELEASES:		25.03
18144 WILLIAMSON, ROGER LEE	2021-54168	DY: PERSONAL PROPERTY LAS	12/31/9999 9:47:12 AM			
		CLERICAL ERROR		F05 ADVL TAX	2,850.00	2.06
		CLERICAL ERROR		G01 ADVL TAX	2,850.00	11.40
		CLERICAL ERROR		L01 FFEEFEE	2,850.00	108.00
		MOBILE HOME IS UNSOUND SINCE 2020		TOTAL RELEASES:		121.46
18144 WILLIAMSON, ROGER LEE	2022-54168	DY: PERSONAL PROPERTY LAS	12/31/9999 9:48:04 AM			
		CLERICAL ERROR		F05 ADVL TAX	2,850.00	2.06
		CLERICAL ERROR		G01 ADVL TAX	2,850.00	11.40
		CLERICAL ERROR		L01 FFEEFEE	2,850.00	108.00
		MOBILE HOME IS UNSOUND SINCE 2020		TOTAL RELEASES:		121.46
NET RELEASES PRINTED:	601.12					
TOTAL TAXES RELEASED						601.12

COLLECTIONS MONTHLY TOTALS REPORT  
 Macon County - Year To Date October 2023 Tax Year 2023

**Macon County**  
**Advalorem Tax Collections Report**  
**Year To Date October 2023 Tax Year 2023**

**TAX YEAR 2023 Month To Date October 2023 Tax Year 2023**

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance
General Tax	20,193,950.67	15,600.71	-1,306.75	0.00	-5.46	20,208,239.17	-1,903,312.30	18,304,926.87
Fire Districts	3,107,392.50	2,746.57	-208.45	0.00	-0.93	3,109,929.69	-280,349.06	2,829,580.63
Landfill User Fee	1,899,734.15	216.00	-216.00	0.00	-0.99	1,899,733.16	-166,791.07	1,732,942.09
<b>TOTAL:</b>	<b>25,201,077.32</b>	<b>18,563.28</b>	<b>-1,731.20</b>	<b>0.00</b>	<b>-7.38</b>	<b>25,217,902.02</b>	<b>-2,350,452.43</b>	<b>22,867,449.59</b>

**TAX YEAR 2023 Year To Date October 2023 Tax Year 2023**

Year to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance	This Year Collection Percentage Tax Year 2023 As of 10/31/2023	Last Year Collection Percentage Tax Year 2022 As of 10/31/2022
General Tax	0.00	33,627,370.36	-48,014.12	0.00	-1349.73	33,578,006.51	-15,273,079.64	18,304,926.87	45.49%	46.83
Fire Districts	0.00	4,872,583.66	-7,967.30	0.00	-237.19	4,864,379.17	-2,034,798.54	2,829,580.63	41.83%	43.29
Landfill User Fee	0.00	2,963,304.00	-3,672.00	0.00	-6.55	2,959,625.45	-1,226,683.36	1,732,942.09	41.45%	42.41
<b>TOTAL:</b>	<b>0.00</b>	<b>41,463,258.02</b>	<b>-59,653.42</b>	<b>0.00</b>	<b>-1593.47</b>	<b>41,402,011.13</b>	<b>-18,534,561.54</b>	<b>22,867,449.59</b>	<b>44.77%</b>	<b>46.09</b>

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



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

TO: MACON COUNTY COMMISSIONERS

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

DATE: November 07, 2023

RE: Relief of the Taxing Unit for Collection of Real Estate Taxes that are Ten Years Past Due

Dear Commissioners:

It is the practice in North Carolina that the tax collections staff be relieved of collecting any tax accounts that are a minimum of ten (10) years old. This procedure is allowed under North Carolina General Statute §105-378.

Based on this statute, I am asking the Commissioners to only charge this office with the collection of taxes that are ten (10) years delinquent.

2012: \$ 38,080.07

Thank you and please contact my office if you should have any questions.

Respectfully,

A handwritten signature in cursive script that reads "Delena Raby".

Delena Raby  
Tax Collections Supervisor

# **MACON COUNTY BOARD OF COMMISSIONERS**

## **AGENDA ITEM**

### **CATEGORY – APPOINTMENTS**

**MEETING DATE: NOVEMBER 14, 2023**

13A. **Macon County Public Library Board of Trustees (1 seat) –** Please see the attached email from County Librarian Abby Hardison, recommending the appointment of Ms. Marsha Moxley. Also attached is Ms. Moxley’s application, the Macon County Public Library Board of Trustees Bylaws (Section 3.3) containing the membership qualification requirements, and the resignation communication from Mr. Bill Trotter.



## Tammy Keezer

---

**From:** Abby Hardison <ahardison@fontanalib.org>  
**Sent:** Wednesday, October 11, 2023 11:51 AM  
**To:** Tammy Keezer  
**Cc:** droland; Tracy Fitzmaurice; Bill Dyar; Marsha Moxley  
**Subject:** Application for MCPL board to fill current opening for Hudson Library representative  
**Attachments:** Moxley.MCPLBoardAppPacket.Oct.2023.pdf; Trotter.Resign.MCPLBoard.Aug.2023.pdf; MCPL Bylaws revised 10.7.14.pdf

Hello Ms. Keezer,

Attached is an application and background information for the MCPL board of trustees by Macon county resident Marsha Moxley. We respectfully request that the Macon County Commissioners give consideration to this appointment application in order to fill the opening made by the resignation of Bill Trotter, which is also attached.

Ms. Moxley currently chairs the Hudson Library Board of Trustees, and therefore meets the qualification stated in the attached MCPL Board of Trustees Bylaws (Section 3.3) that two trustees of the MCPL board also be trustees of the Hudson Library. Please let me know if any additional information is necessary.

Thank you,

--

Abby Hardison  
([ahardison@fontanalib.org](mailto:ahardison@fontanalib.org))  
County Librarian  
Macon County Public Library

149 Siler Farm Rd.

Franklin, NC 28734

Voice: (828) 524-3600

Fax: (828) 524-9550

"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."

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

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

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

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

Name of Authority, Board or Committee applying for: Macon Co. Library Board

Name Marsha Moxley

Address 1201 Highlands Mt. Rd. City Highlands NC Zip NC 28735

Telephone: Home cell work 409-247-8814

Occupation Retired Nurse

Business Address

Email Address marsha.moxley@gmail.com

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

Educational Background  
RN BSN MA

Business and Civic Experiences/Skills:  
Served on many Nat. Boards

Areas of Expertise and Interest/Skills:

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

SIGNATURE: Marsha Moxley

DATE: 10/10/23



## **Marsha Moxley's BIO**

Marsha Moxley has an extensive experience in a variety of positions in healthcare including long-term care, managed care and acute care industry. Additionally, she also has experience as faculty at two schools of nursing. She has over 30 years of extensive experience in quality improvement, quality standards, customer satisfaction. The past 20 + years has been in LTC industry with oversight of a quality infrastructure for a national large multi-facility chain. She is a Master Examiner and a Team Leader for over 15 years for the AHCA/NCAL National Senior Examiner Quality Award Program.

Marsha Moxley has a Bachelor of Science in Nursing from the Medical University of South Carolina, and Masters in Health Care Administration. She has Certification from HCQB: Certified Professional in Healthcare Quality, 1993 to present. She also achieved Fellowship in 2011 with the National Association of Healthcare Quality (NAHQ). She is a member of NAHQ and has served on NAHQ's Leadership Council, Fellowship and Nominating Committees. She is the Past President Florida Association of Healthcare Quality. She has served on numerous committees for FAHQ most recently as the Team Leader for CPHQ 2009-20113, Newsletter committee 2010-2011 and is a FAHQ Board Director for 2011-2014. Marsha has served as a member of the AHCA QI Committee and the Education Committee for AHCA Annual Convention. She is currently in her second term as a board member & Co-Chair of the AHCA Quality Awards Examiners and Overseers Board.

Marsha has been a speaker for Florida Association of Healthcare Quality, the North Carolina Association for Healthcare Quality. And for the National Association of Healthcare Quality. She is an instructor for CPHQ prep course for FAHQ and has been a speaker for FAHQ Webinar series. She has also been a speaker at AHCA/NCAL annual convention and for the AHCA/NCAL QI Symposium, PHCA, OHCA, TxHCA, SCHACA, NCFCA and PCC Summit.

## ***Marsha Moxley***

PO Box 1915 Highlands, NC 28741

[marsha.moxley@gmail.com](mailto:marsha.moxley@gmail.com)

(407) 247-8814

### **Professional Strengths**

- Exceptional oral and written communication and presentation skills
- Excellent ability to establish and maintain teamwork environment
- Able to work independently on multiple projects with minimal supervision
- Energetic and organized individual that thrives in both team and individual environment
- Over 30 years of extensive experience in quality improvement, quality standards, customer satisfaction.
- Over 20 years in LTC industry with oversight of a quality infrastructure for a national large multi-facility chain.
- Master Examiner and a Team Leader for over 15 years for the AHCA/NCAL National Quality Award Program.

### **Professional Experience**

#### *Team TSI*

**VP Quality – August 2010 to August 2017**

**Albertville, AL**

- Developed and implemented a Quality Management Suite for Customers
- Educator for company for customers on product and how to run various reports
- Collaborate with customers to customize their reports

#### *Golden Living*

**VP Quality – March 1996 – December 2010**

**Fort Smith, AR**

- Accountable for oversight of Quality Program for 650 facilities in 38 states
- Facilitator of Corporate Quality Council
- Responsible for training and education of regarding quality improvement and other company-wide initiative roll outs
- Facilitator for multiple Cross functional teams such as Strategic Planning, Policy and Procedures for Infection Control, Survey Regulations, etc.

#### *Blue Cross Blue Shield*

**Quality Management Coordinator – March 1995 – March 1996**

**Orlando, FL**

- Responsible for regulatory readiness

- Accountable for data management for Quality Council and for regulatory
- Facilitated numerous QI teams

*Central Florida Regional Hospital*

**Director of Quality – March 1983- March 1996**

**Sanford, FL**

- Accountable for Medical Staff, Medical Records, Infection Control, Employee Health, HIM, Regulatory (JCAHO) compliance and Education for all staff
- Quality Coach for organization
- Responsible for roll out of QI training and infrastructure for hospital
- Facilitated multiple PI teams

*ORMC*

**Staff Nurse- Oncology- June 1981-March 1983**

**Orlando, FL**

*VA Medical Center*

**Staff Nurse – 6 Bed Endocrinology Unit- August 1980- June 1981**

**Charleston, SC**

*National Institutes of Health*

**Staff Nurse – Surgical Oncology– June 1976- August 1980**

**Bethesda, MD**

**Education**

**Bachelor of Science in Nursing – Medical University of SC**

**May 1976**

**Master of Arts in Healthcare Administration – Webster University**

**May 1994**

**CPHQ - Certified Professional in Healthcare Quality – NAHQ - 1991 to present**

**FNAHQ – Fellowship with NAHQ – September 2011 to present**

**Professional Activities**

- Member National Association of Healthcare Quality since 1991
- NAHQ Fellowship Program Committee member, NAHQ's Leadership Council and Nominating Committees
- FAHQ, Past President, Director and Education Committee Chair
- Member of FAHQ since 1991 – Emeritus Status

- AHCA QI Committee and the Education Committee for AHCA Annual Convention
- Board Member of American Association of Healthcare Quality Board of Overseers for the National Quality Award Baldrige based Program – 2 terms, presently serving 2<sup>nd</sup> term
- Volunteer Master Examiner (Gold Level- Baldrige Criteria) over 15 years National Speaker on Quality and various Healthcare topics for the Florida Association of Healthcare Quality, the North Carolina Association for Healthcare Quality. And for the National Association of Healthcare Quality. She was an instructor for CPHQ prep course for FAHQ and has been a speaker for FAHQ Webinar series. She has also been a speaker at AHCA/NCAL annual convention and for the AHCA/NCAL QI Symposium, PHCA, OHCA, TxHCA, and PCC Summit.

# BYLAWS

## OF THE MACON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

### **Article 1: Name and Principal Office**

- Section 1.1** The name of this organization is the Macon County Public Library. Macon County Public Library is a member of the Fontana Regional Library, Inc. and is governed by Fontana Regional Library's Board of Trustees.
- Section 1.2.** The principal office is located at 149 Siler Farm Road, Franklin, North Carolina.
- Section 1.3** Hudson Library in Highlands, NC and Nantahala Community Library in Tipton, NC are branches of the Macon County Public Library and members of Fontana Regional Library.

### **Article 2: Description and Purpose**

- Section 2.1** The purpose of the Macon County Public Library is to provide the public of Macon County with excellent service and convenient access to resources for their educational, informational, and recreational needs.
- Section 2.2** The Macon County Public Library Board of Trustees is an advisory board whose purpose is to oversee the libraries of Macon County.
- Section 2.3** Recommendations on construction and improvement of the physical facilities shall be made to the Macon County Board of Commissioners.
- Section 2.4** Recommendations on library services and operations shall be made to the Fontana Regional Library Board of Trustees.

### **Article 3: Board of Trustees**

- Section 3.1** Members of the Macon County Public Library Board of Trustees are appointed by the Macon County Board of Commissioners.
- Section 3.2** The number of Trustees constituting the Macon County Public Library Board of Trustees shall be no less than seven and no more than nine.
- Section 3.3** At least two Trustees appointed to the Macon County Public Library Board of Trustees will be Trustees of the Hudson Library Board of Trustees to ensure continuity and communication.
- Section 3.4** To be eligible to serve as a Trustee, a person must be a permanent resident of Macon County.
- Section 3.5** Trustees shall serve no more than two consecutive full terms and no single term will be longer than three years.
- Section 3.6** Trustees shall be appointed in staggered terms to promote consistency as well as to accommodate change.
- Section 3.7** The membership of any Trustee may be terminated for good and sufficient cause by majority vote of the Trustees currently in office. Failure to attend three consecutive regular Board meetings without being excused may be considered "good and sufficient cause."
- Section 3.8** Vacancies due to Trustee resignations shall be filled with appointments by the Macon County Board of Commissioners.
- Section 3.9** Trustees shall serve without compensation, but may be reimbursed for reasonable expenses incurred in the performance of their duties as trustees.

**Article 4: Officers and Regional Board Members**

- Section 4.1** The Macon County Public Library Board of Trustees shall appoint three of their members to serve on the Fontana Regional Library Board of Trustees. Consideration should be given to including representatives from all branches of the Macon County Public Library on the Fontana Regional Library Board.
- Section 4.2** A Trustee appointed by the Macon County Public Library Board of Trustees to the Fontana Regional Library Board shall continue to serve as a member of the Fontana Regional Library Board until his term on the Fontana Regional Library Board expires or his membership on that Board is terminated. During that period of time, the Trustee shall serve as an ex-officio member of the Macon Library Board.
- Section 4.3** Officers of the Macon County Public Library Board of Trustees shall be chosen annually at the regular June meeting. They shall be Chairman and Vice-Chairman/Secretary.
- Section 4.4** The Chairman shall preside at all meetings, and generally perform the duties of a presiding officer. In the absence of the Chairman, the Vice-Chairman shall preside.
- Section 4.5** The Secretary shall be responsible for keeping a true and accurate account of all proceedings at meetings; shall issue notices of regular meetings and special meetings; shall have custody of minutes and other records of the Board; and shall notify the appointing body of vacancies on the Board. These duties may be delegated to the County Librarian as a regular matter.

**Article 5: Meetings**

- Section 5.1** The Macon County Public Library Board of Trustees shall hold regular bimonthly meetings on the first Tuesdays of February, April, June, August, October, and December.
- Section 5.2** Meeting locations will take place in accordance with the annual schedule of meetings.
- Section 5.3** Special meetings may be called by the Chairman or upon the request of two members of the Board, with notification thereof to be given to the members and the public at least 48 hours before the meeting.
- Section 5.4** A simple majority of the total number of the Macon County Public Board of Trustees shall constitute a quorum. The action of the majority of the Trustees present at a meeting shall constitute an action of the entire Board of Trustees.
- Section 5.5** The order of business at regular meetings shall be as follows:  
Call to order  
Approval of minutes  
Librarian's report  
Report from Fontana Regional Library Board members  
Report from Hudson Library Board members  
Unfinished business  
New business  
Adjournment

**Article 6: Amendments**

- Section 6.1** These Bylaws may be amended at any regular meeting of the board with a quorum present; by unanimous vote of the members present, provided the amendment was stated at the previous meeting.