

Macon County



**MACON COUNTY BOARD OF COMMISSIONERS
JANUARY 10, 2023
6 P.M.
AGENDA**

1. Call to order and welcome by Chairman Higdon
2. Announcements
3. Moment of Silence observed
4. Pledge of Allegiance
5. Public Hearing(s) – **NONE**
6. Public Comment Period
7. Additions to the agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
 - (A) Update on North Carolina Department of Commerce county tier designations – Tommy Jenkins
 - (B) Update on 2023 property reappraisal – Tax Administrator Abby Braswell
10. Old Business
 - (A) Commission liaison appointments – Chairman Higdon
 - (B) Consideration of contract for Highlands Middle School renovations – County Manager Derek Roland
 - (C) Discussion of Request for Proposals (RFP) for broadband services in the Nantahala Community – Mr. Roland
11. New Business
 - (A) Local Assistance and Tribal Consistency Fund – Mr. Roland and Finance Director Lori Carpenter
 - (B) Discussion of recreation park fee schedule – Chairman Higdon

12. Consent Agenda

All items below are considered routine and will be enacted under one motion. No separate discussion will be held – except upon the request by a member of the board.

(A) Minutes of the December 13, 2022 regular meeting and the December 21, 2022 special meeting (joint meeting with Macon County Board of Education)

(B) Budget Amendments #118-122

(C) Tax releases for the month of December in the amount of \$6,740.67

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

13. Appointments

14. Closed Session

15. Recess to a date and time to be determined in order to hold the budget kickoff meeting

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – REPORTS/PRESENTATIONS

MEETING DATE: JANUARY 10, 2023

9A. Tommy Jenkins will provide the board with an update on the latest tier designations for counties from the North Carolina Department of Commerce. Please see the enclosed email from Mr. Jenkins – as well as a copy of the “2023 North Carolina Development Tier Designations” memo – for more information.

No action will be necessary.

9B. Tax Administrator Abby Braswell will present a PowerPoint presentation updating the board on the status and timeline for the 2023 reappraisal process.

No action will be necessary.

Mike Decker

From: Derek Roland <droland@maconnc.org>
Sent: Thursday, January 05, 2023 9:21 AM
To: Mike Decker
Subject: FW: 2023 NC Commerce County Development Tier Rankings

Mike

See email below. Totally up to you if you want to include this email or the link in the email below.

Thanks,

[Derek C. Roland](#)
[Macon County Manager](#)
5 W. Main St.
Franklin, NC 28734
(828)-349-2022

From: tommyjenkins@maconnc.org <tommyjenkins@maconnc.org>
Sent: Thursday, December 22, 2022 12:05 PM
To: tommyjenkins@gmail.com
Subject: 2023 NC Commerce County Development Tier Rankings

Good Afternoon,

The North Carolina Department of Commerce recently released the 2023 County Development Tier Rankings. You can access the memo at <https://www.commerce.nc.gov/grants-incentives/county-distress-rankings-tiers#TierRankingbyCounty-495> .

The North Carolina Department of Commerce annually ranks the state's 100 counties based on economic well-being and assigns each a Tier designation. This Tier system is incorporated into various state programs to encourage economic activity in the less prosperous areas of the state. The 40 most distressed counties are designated as Tier 1, the next 40 as Tier 2 and the 20 least distressed as Tier 3.

County Tiers are calculated using four factors:

- Average unemployment rate
- Median household income
- Percentage growth in population
- Adjusted property tax base per capita

Macon County has been designated a Tier 2 county for 2023. Rankings are scored 1-100, with 1 being the most distressed and 100 being the least distressed. Over all, Macon scored 79, missing a Tier 3 (20 least distressed counties) designation by one position.

The memo is an interesting read, as you can see how Macon compares with the other 99 counties in the state.

Please contact me if you have questions or comments.



2023 North Carolina Development Tier Designations

Raleigh, N.C. – Since 2007, North Carolina has used a three-level system for designating county development tiers. The designations, which are mandated by state law, determine a variety of state funding opportunities to assist in economic development. This report documents the process for calculating tiers and lists counties that have changed tiers since 2022. A statewide county tier map and tier calculations are included for reference.

How Tier Rankings Are Calculated

The Development Tier Designation statute ([§143B-437.08](#)) provides specific guidelines for calculating annual tier rankings. This process assigns each county to a designation of Tier One (most distressed), Tier Two, or Tier Three (least distressed). Assuming no ties in rankings, the statute requires **40 Tier One, 40 Tier Two, and 20 Tier Three** counties each year. In the event of a tie for the final position as a Tier One or Tier Two county, both counties will be placed in the lower tier.

Tier Rankings use Four Factors

- *Average unemployment rate* for the most recent twelve months for which data are available (October 2021 – September 2022, NC Dept. of Commerce, LAUS)
- *Median household income* for the most recent twelve months for which data are available (2020, U.S. Census, Small Area Income & Poverty Estimates)
- *Percentage growth in population* for the most recent 36 months for which data are available (July 2018 – July 2021, NC Office of State Budget & Management)
- *Adjusted property tax base per capita* for the most recent taxable year (FY 2022-23, NC Dept. of Public Instruction)

Each county is ranked from 1 to 100 on each variable, making the highest possible *County Rank Sum* 400, and the lowest 4. After calculating the *County Rank Sum*, counties are then ranked from most distressed (1) to least distressed (100) in order to determine their *Economic Distress Rank*. Note that the 2018 Appropriations Act ([S.L. 2018-5](#), Section 15.2.(a)) eliminated several “adjustment factors” that will no longer be used to calculate the final tier ranks, adjustments that previously factored small population sizes and poverty rates into the calculations. In addition, [§143B-437.07.\(d\)](#) calls for the Department of Commerce to publish the state performance statistic for each of the four factors,

alongside the county values. Any county underperforming the state average on any of the four factors may request assistance from the Department to improve their performance on the given factor. A ranked list of each county's performance by indicator, as well as the statewide value, is provided at the end of this document. For comparison, counties may also wish to access the [2022 County Tier Designations](#). For assistance, please contact David Rhoades at drhoades@nccommerce.com.

County Tier Changes in 2023

Ten counties will change tiers in 2023. Counties moving to a **less distressed** tier include Avery, Caldwell, Cleveland, Pasquotank, and Swain. Counties moving to a **more distressed** tier include Onslow, Pitt, Randolph, Surry, and Transylvania.

Avery County

For 2023, Avery County is shifting from Tier Two to Tier Three. The county's economic distress rank is #91 (it was #76 in 2022). This shift was largely driven by a change in the county's population growth rate rank, which moved from #51 last year to #81 this year.

Caldwell County

For 2023, Caldwell County is shifting from Tier One to Tier Two. The county's economic distress rank is #42 (it was #37 in 2022). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #38 last year to #54 this year.

Cleveland County

For 2023, Cleveland County is shifting from Tier One to Tier Two. The county's economic distress rank is #46 (it was #38 in 2022). Compared to last year, the county's unemployment rate rank and median household income rank both improved.

Onslow County

For 2023, Onslow County is shifting from Tier Two to Tier One. The county's economic distress rank is #40 (it was #41 in 2022). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #36 last year to #32 this year.

Pasquotank County

For 2023, Pasquotank County is shifting from Tier One to Tier Two. The county's economic distress rank is #43 (it was #38 in 2022). This shift was largely driven by a change in the county's median household income rate rank, which moved from #56 last year to #73 this year.

Pitt County

For 2023, Pitt County is shifting from Tier Two to Tier One. The county's economic distress rank is #34 (it was #43 in 2022). This shift was largely driven by a change in the county's median household income rank, which moved from #62 last year to #46 this year.

Randolph County

For 2023, Randolph County is shifting from Tier Two to Tier One. The county's economic distress rank is #39 (it was #42 in 2022). This shift was largely driven by a change in the county's median household income rank, which moved from #50 last year to #38 this year.

Surry County

For 2023, Surry County is shifting from Tier Two to Tier One. The county's economic distress rank is #38 (it was #51 in 2022). This shift was largely driven by a change in the county's median household income rank, which moved from #47 last year to #30 this year.

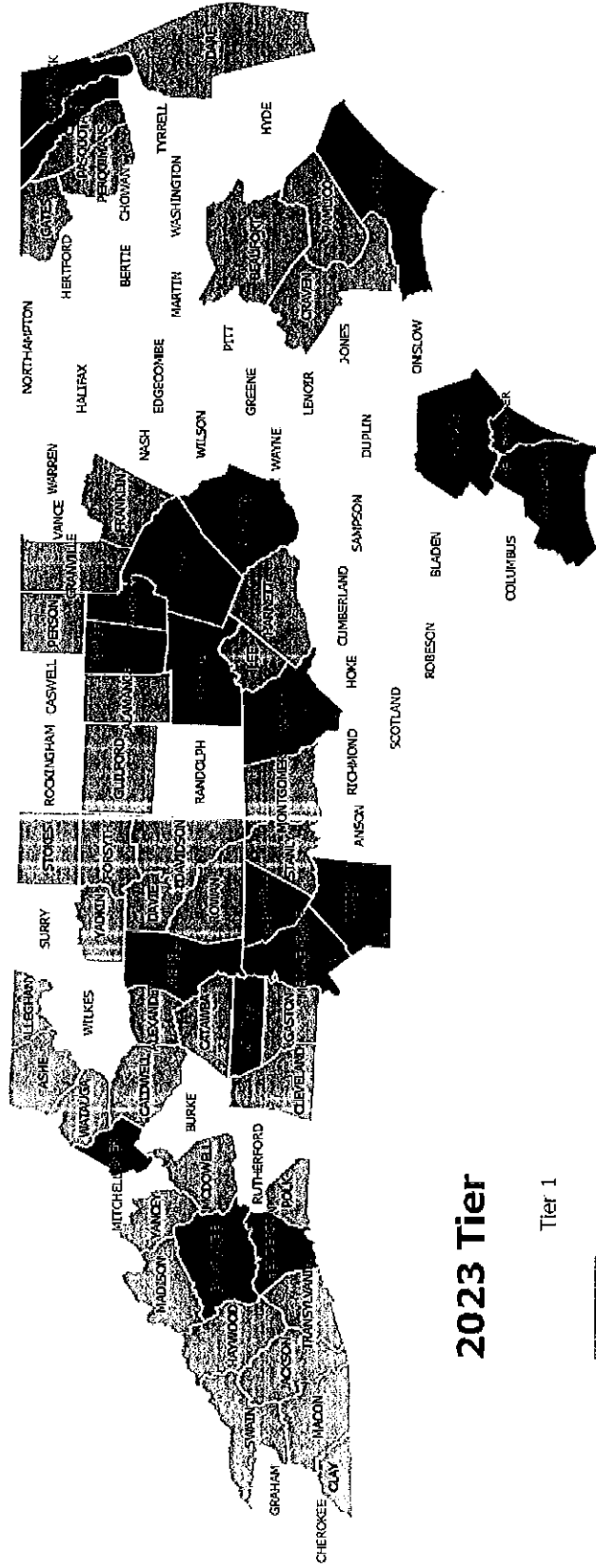
Swain County

For 2023, Swain County is shifting from Tier One to Tier Two. The county's economic distress rank is #55 (it was #34 in 2022). This shift was largely driven by a change in the county's population growth rate rank, which moved from #19 last year to #46 this year.

Transylvania County

For 2023, Transylvania County is shifting from Tier Three to Tier Two. The county's economic distress rank is #78 (it was #84 in 2022). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #88 last year to #84 this year.

2023 County Tier Designations



2023 Tier

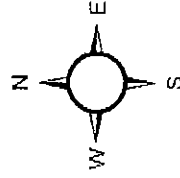
Tier 1



Tier 2



Tier 3



Map created November 2022

2023 COUNTY DEVELOPMENT TIER RANKINGS (§ 143B-437.08)

NEW TIER	COUNTY	Adjusted Property Tax Base Per Capita FY 2022-2023		Population Growth July 2018-July 2021		Median Household Income 2020		Unemployment 12 Mth Avg Oct 21-Sept 22		County Rank Sum	ECONOMIC DISTRESS RANK (#1 = most distressed)	2023 TIERS
		Value	Rank	% Change	Rank	Income	Rank	Rate	Rank			
	ALAMANCE	\$93,470	33	4.06%	84	\$53,220	60	3.67%	48	225	60	2
	ALEXANDER	\$86,617	19	-0.21%	36	\$53,523	61	3.14%	87	203	52	2
	ALLEGHANY	\$159,689	81	1.79%	64	\$39,916	4	3.60%	53	202	50	2
	ANSON	\$106,838	48	-4.63%	7	\$40,818	7	4.94%	18	80	12	1
↑	ASHE	\$162,991	83	0.41%	43	\$44,543	22	3.13%	88	236	68	2
	AVERY	\$279,723	99	3.77%	81	\$50,800	52	3.11%	90	322	91	3
	BEAUFORT	\$143,714	75	-1.28%	24	\$50,253	48	3.77%	43	190	45	2
	BERTIE	\$89,695	23	-7.04%	3	\$41,889	10	4.91%	19	55	6	1
	BLADEN	\$108,946	52	-3.34%	12	\$43,664	17	4.69%	23	104	17	1
	BRUNSWICK	\$218,794	93	11.11%	98	\$64,371	86	4.72%	22	299	81	3
	BUNCOMBE	\$171,149	86	2.63%	73	\$66,156	90	2.96%	98	347	96	3
	BURKE	\$90,080	24	0.01%	38	\$48,729	37	3.37%	66	165	33	1
↑	CABARRUS	\$124,257	59	6.77%	95	\$79,736	97	3.35%	68	319	90	3
	CALDWELL	\$101,659	45	0.24%	41	\$50,235	47	3.60%	54	187	42	2
	CAMDEN	\$122,081	55	5.32%	90	\$72,135	92	3.27%	76	313	87	3
	CARTERET	\$249,430	96	0.65%	47	\$63,475	84	3.25%	77	304	82	3
	CASWELL	\$80,444	12	-2.60%	18	\$48,070	34	3.99%	36	100	16	1
	CATAWBA	\$122,424	57	2.14%	69	\$52,737	55	3.44%	62	243	71	2
	CHATHAM	\$166,434	85	4.64%	88	\$74,747	96	2.83%	99	368	98	3
	CHEROKEE	\$128,618	63	0.74%	48	\$44,449	21	3.86%	40	172	36	1
	CHOWAN	\$112,714	53	-0.69%	30	\$45,365	25	3.89%	38	146	29	1
↑	CLAY	\$177,929	88	1.10%	53	\$44,052	19	3.85%	41	201	49	2
	CLEVELAND	\$100,892	44	3.12%	77	\$49,041	39	4.05%	34	194	46	2
	COLUMBUS	\$85,553	17	-2.65%	17	\$40,712	6	4.83%	21	61	8	1
	CRAVEN	\$103,562	47	0.42%	44	\$53,960	64	3.58%	57	212	54	2
	CUMBERLAND	\$72,849	6	2.70%	74	\$49,160	40	5.50%	12	132	24	1
	CURRITUCK	\$260,909	97	11.20%	100	\$73,433	95	3.22%	81	373	100	3
	DARE	\$438,337	100	3.48%	79	\$72,962	94	4.42%	24	297	80	2
	DAVIDSON	\$94,266	35	2.47%	71	\$56,067	70	3.43%	63	239	69	2
	DAVIE	\$119,150	54	2.80%	76	\$65,418	87	3.28%	74	291	77	2
	DUPLIN	\$101,863	46	-3.26%	13	\$49,755	44	3.51%	60	163	32	1
	DURHAM	\$149,089	79	3.96%	82	\$65,619	89	3.06%	93	343	95	3
	EDGECOMBE	\$70,562	3	-3.11%	15	\$45,156	24	7.54%	2	44	4	1
	FORSYTH	\$107,614	49	1.62%	62	\$56,158	71	3.74%	45	227	61	2
	FRANKLIN	\$93,987	34	8.69%	97	\$54,868	66	3.65%	51	248	72	2
	GASTON	\$94,313	36	4.05%	83	\$60,622	82	3.89%	39	240	70	2
	GATES	\$92,029	29	-4.70%	6	\$57,680	76	3.29%	73	184	41	2
	GRAHAM	\$152,517	80	-0.68%	31	\$42,057	12	5.68%	10	133	25	1
	GRANVILLE	\$82,027	13	2.47%	72	\$53,112	58	3.09%	92	235	65	2
	GREENE	\$66,667	2	-3.77%	11	\$47,605	33	3.20%	85	131	22	1
	GUILFORD	\$107,800	50	1.32%	56	\$55,577	68	4.27%	28	202	50	2
	HALIFAX	\$83,886	15	-2.78%	16	\$41,098	8	6.13%	6	45	5	1
	HARNETT	\$72,119	5	4.66%	89	\$55,586	69	4.12%	31	194	46	2
	HAYWOOD	\$147,157	78	1.06%	52	\$50,492	51	3.12%	89	270	75	2
	HENDERSON	\$146,660	77	1.38%	58	\$60,550	81	3.04%	95	311	85	3
	HERTFORD	\$82,810	14	-6.20%	4	\$46,632	28	5.25%	15	61	8	1
	HOKE	\$72,978	7	4.45%	86	\$53,728	62	5.09%	17	172	36	1
	HYDE	\$266,249	98	-7.59%	2	\$45,548	27	5.80%	8	135	26	1
	IREDELL	\$144,780	76	5.92%	92	\$61,892	83	3.40%	64	315	89	3
	JACKSON	\$237,726	95	-0.95%	26	\$49,488	43	3.55%	58	222	58	2

	JOHNSTON	\$99,658	42	11.15%	99	\$63,882	85	3.23%	80	306	84	3
	JONES	\$97,759	39	-3.25%	14	\$44,972	23	3.24%	79	155	31	1
	LEE	\$99,816	43	3.63%	80	\$57,025	75	4.26%	29	227	61	2
	LENOIR	\$77,210	10	-0.73%	29	\$40,586	5	3.81%	42	86	13	1
	LINCOLN	\$134,220	67	7.12%	96	\$56,183	72	3.09%	91	326	93	3
	MACON	\$224,179	94	3.25%	78	\$51,973	54	3.31%	70	296	79	2
	MADISON	\$126,188	60	0.77%	49	\$49,373	42	3.24%	78	229	63	2
	MARTIN	\$90,809	26	-4.46%	8	\$42,264	14	4.37%	25	73	10	1
	MCDOWELL	\$108,098	51	0.15%	40	\$47,579	32	3.39%	65	188	43	2
	MECKLENBURG	\$176,801	87	2.77%	75	\$72,340	93	3.66%	50	305	83	3
	MITCHELL	\$128,129	62	-0.48%	33	\$49,236	41	4.07%	33	169	35	1
	MONTGOMERY	\$140,092	71	1.34%	57	\$48,522	35	3.59%	55	218	56	2
	MOORE	\$141,349	73	5.92%	93	\$69,413	91	3.59%	56	313	87	3
	NASH	\$90,286	25	1.40%	59	\$49,883	45	5.25%	14	143	28	1
	NEW HANOVER	\$184,799	90	2.12%	68	\$65,615	88	3.22%	82	328	94	3
	NORTHAMPTON	\$132,457	64	-5.11%	5	\$41,630	9	4.84%	20	98	15	1
↓	ONSLOW	\$76,697	9	4.30%	85	\$52,885	56	4.09%	32	182	40	1
	ORANGE	\$142,184	74	0.96%	51	\$82,732	98	2.75%	100	323	92	3
↑	PAMLICO	\$161,012	82	-1.26%	25	\$50,481	50	3.48%	61	218	56	2
	PASQUOTANK	\$91,763	27	1.59%	61	\$56,654	73	4.29%	27	188	43	2
	PENDER	\$133,405	66	6.52%	94	\$59,812	80	3.31%	71	311	85	3
	PERQUIMANS	\$123,624	58	1.93%	67	\$50,813	53	4.35%	26	204	53	2
	PERSON	\$122,387	56	1.30%	55	\$58,991	78	3.72%	46	235	65	2
↓	PITT	\$87,122	21	1.90%	66	\$49,955	46	4.01%	35	168	34	1
	POLK	\$178,954	89	0.04%	39	\$58,607	77	3.76%	44	249	73	2
↓	RANDOLPH	\$87,699	22	1.49%	60	\$48,849	38	3.51%	59	179	39	1
	RICHMOND	\$95,707	37	-2.36%	20	\$42,335	15	5.89%	7	79	11	1
	ROBESON	\$64,451	1	-2.46%	19	\$39,139	3	6.17%	5	28	2	1
	ROCKINGHAM	\$85,476	16	1.11%	54	\$50,388	49	4.17%	30	149	30	1
	ROWAN	\$97,406	38	2.40%	70	\$55,398	67	3.67%	49	224	59	2
	RUTHERFORD	\$126,549	61	-0.56%	32	\$44,004	18	5.10%	16	127	21	1
	SAMPSON	\$86,488	18	-1.34%	23	\$45,387	26	3.62%	52	119	20	1
	SCOTLAND	\$73,918	8	-4.03%	9	\$33,531	1	7.62%	1	19	1	1
	STANLY	\$92,499	31	1.88%	65	\$53,769	63	3.29%	72	231	64	2
	STOKES	\$99,502	41	0.86%	50	\$59,068	79	3.19%	86	256	74	2
↓	SURRY	\$93,010	32	0.24%	42	\$47,114	30	3.35%	69	173	38	1
↑	SWAIN	\$133,148	65	0.58%	46	\$47,559	31	3.27%	75	217	55	2
↓	TRANSYLVANIA	\$201,871	92	0.53%	45	\$56,880	74	3.20%	84	295	78	2
	TYRRELL	\$141,084	72	-7.84%	1	\$42,260	13	5.68%	9	95	14	1
	UNION	\$138,270	70	4.63%	87	\$90,920	100	3.06%	94	351	97	3
	VANCE	\$71,421	4	-2.07%	21	\$41,935	11	6.46%	4	40	3	1
	WAKE	\$163,949	84	5.46%	91	\$88,763	99	3.01%	96	370	99	3
	WARREN	\$134,983	68	-1.37%	22	\$42,808	16	6.67%	3	109	19	1
	WASHINGTON	\$92,321	30	-3.83%	10	\$38,704	2	5.48%	13	55	6	1
	WATAUGA	\$193,346	91	-0.74%	28	\$54,004	65	2.97%	97	281	76	2
	WAYNE	\$77,403	11	-0.42%	34	\$52,906	57	3.94%	37	139	27	1
	WILKES	\$91,928	28	-0.85%	27	\$46,830	29	3.70%	47	131	22	1
	WILSON	\$98,400	40	-0.03%	37	\$44,089	20	5.62%	11	108	18	1
	YADKIN	\$86,918	20	-0.23%	35	\$53,154	59	3.20%	83	197	48	2
	YANCEY	\$137,091	69	1.62%	63	\$48,662	36	3.35%	67	235	65	2
	NORTH CAROLINA	\$129,758		2.76%		\$59,616		3.69%				

2023 COUNTY DEVELOPMENT TIER ECONOMIC INDICATORS

Adjusted Property Tax Base Per Capita FY 2022-2023				Population Growth July 2018- July 2021				Median Household Income 2020				Unemployment Rate, 12 Mth Avg October 2021-September 2022			
Rank	County	Value	Rank	County	% Chg	Rank	County	Income	Rank	County	Rate	Rank	County	Rate	
100	Dare	\$438,337	50	Currituck	11.20%	50	Stokes	\$90,920	50	Pamlico	2.75%	49	Rowan	3.67%	
99	Avery	\$279,723	49	Johnston	11.15%	49	Madison	\$88,763	49	Rockingham	2.83%	48	Alamance	3.67%	
98	Hyde	\$266,249	48	Brunswick	11.11%	48	Cherokee	\$82,732	48	Beaufort	2.96%	98	Buncombe	3.69%	
97	Currituck	\$260,909	47	Franklin	8.69%	47	Franklin	\$79,736	47	Caldwell	2.97%	97	Watauga	3.70%	
96	Carteret	\$249,430	46	Duplin	7.12%	46	Swain	\$74,747	46	Pitt	3.01%	46	Wake	3.72%	
95	Jackson	\$237,726	45	Cabarrus	6.77%	45	Transylvania	\$73,433	45	Nash	3.04%	45	Forsyth	3.74%	
94	Macon	\$224,179	44	Pender	6.52%	44	Craven	\$72,962	44	Duplin	3.06%	44	Polk	3.76%	
93	Brunswick	\$218,794	43	Lee	5.92%	43	Ashe	\$72,340	43	Jackson	3.06%	43	Beaufort	3.77%	
92	Transylvania	\$201,871	42	Johnston	5.92%	42	Surry	\$72,340	42	Madison	3.09%	42	Lenoir	3.81%	
91	Watauga	\$193,346	41	Stokes	5.46%	41	Caldwell	\$69,413	41	Mitchell	3.09%	41	Lincoln	3.85%	
90	New Hanover	\$184,799	40	Wilson	5.32%	40	McDowell	\$66,156	40	Cumberland	3.11%	40	Cherokee	3.86%	
89	Polk	\$178,954	39	Jones	4.66%	39	Polk	\$65,619	39	Cleveland	3.12%	39	Gaston	3.89%	
88	Clay	\$177,929	38	Rowan	4.64%	38	Burke	\$65,619	38	Cleveland	3.13%	38	Chowan	3.89%	
87	Mecklenburg	\$176,801	37	Richmond	4.63%	37	Wilson	\$65,418	37	Burke	3.14%	37	Wayne	3.94%	
86	Buncombe	\$171,149	36	Gaston	4.45%	36	Alexander	\$64,371	36	Yadkin	3.19%	36	Caswell	3.99%	
85	Chatham	\$166,434	35	Davidson	4.30%	35	Yadkin	\$63,882	35	Montgomery	3.20%	35	Pitt	4.01%	
84	Wake	\$163,949	34	Franklin	4.06%	34	Wayne	\$63,475	34	Caswell	3.20%	34	Cleveland	4.05%	
83	Ashe	\$162,091	33	Alamance	4.05%	33	Mitchell	\$63,475	33	Greene	3.20%	33	Mitchell	4.07%	
82	Pamlico	\$161,012	32	Surry	3.96%	32	Rutherford	\$63,475	32	McDowell	3.22%	32	Onslow	4.09%	
81	Alleghany	\$159,689	31	Stanly	3.77%	31	Graham	\$60,550	31	Swain	3.22%	31	Harnett	4.12%	
80	Graham	\$152,517	30	Washington	3.63%	30	Chowan	\$59,812	30	Surry	3.23%	30	Rockingham	4.17%	
79	Durham	\$149,089	29	Gates	3.48%	29	Lenoir	\$59,812	29	Wilkes	3.24%	29	Lee	4.26%	
78	Haywood	\$147,157	28	Wilkes	3.25%	28	Watauga	\$59,068	28	Hertford	3.24%	28	Guilford	4.27%	
77	Henderson	\$146,660	27	Pasquotank	3.12%	27	Wilkes	\$58,991	27	Hyde	3.25%	27	Pasquotank	4.29%	
76	Iredell	\$144,780	26	Martin	2.80%	26	Jackson	\$58,607	26	Sampson	3.27%	26	Perquimans	4.35%	
75	Beaufort	\$143,714	25	Nash	2.77%	25	Pamlico	\$57,680	25	Chowan	3.27%	25	Martin	4.37%	
74	Orange	\$142,184	24	Burke	2.76%	24	Beaufort	\$57,025	24	Edgecombe	3.28%	24	Dare	4.42%	
73	Moore	\$141,349	23	Bertie	2.70%	23	Sampson	\$56,880	23	Jones	3.29%	23	Bladen	4.69%	
72	Tyrrell	\$141,084	22	Randolph	2.63%	22	Warren	\$56,654	22	Ashe	3.29%	22	Brunswick	4.72%	
71	Montgomery	\$140,092	21	Pitt	2.47%	21	Vance	\$56,183	21	Cherokee	3.31%	21	Columbus	4.83%	
70	Union	\$138,270	20	Yadkin	2.47%	20	Richmond	\$56,158	20	Wilson	3.31%	20	Northampton	4.84%	
69	Yancey	\$137,091	19	Alexander	2.40%	19	Robeson	\$56,067	19	Clay	3.35%	19	Bertie	4.91%	
68	Warren	\$134,983	18	Sampson	2.14%	18	Caswell	\$55,586	18	Rutherford	3.35%	17	Hoke	4.94%	
67	Lincoln	\$134,220	17	Columbus	2.12%	17	Columbus	\$55,577	17	Bladen	3.37%	16	Rutherford	5.09%	
66	Pender	\$133,405	16	Perquimans	1.93%	16	Halifax	\$55,398	16	Warren	3.39%	15	Hertford	5.25%	
65	Swain	\$133,148	15	Halifax	1.90%	15	Edgecombe	\$54,004	15	Richmond	3.40%	14	Nash	5.25%	
64	Northampton	\$132,457	14	Hertford	1.88%	14	Jones	\$54,004	14	Martin	3.43%	13	Washington	5.48%	
63	Cherokee	\$128,618	13	Granville	1.79%	13	Duplin	\$53,960	13	Tyrrell	3.44%	12	Cumberland	5.50%	
62	Mitchell	\$128,129	11	Wayne	1.62%	12	Bladen	\$53,728	11	Vance	3.48%	11	Graham	5.62%	
61	Rutherford	\$126,549	10	Lenoir	1.59%	10	Washington	\$53,523	10	Bertie	3.51%	10	Graham	5.68%	
60	Madison	\$126,188	9	Onslow	1.49%	9	Scotland	\$53,220	9	Northampton	3.51%	9	Tyrrell	5.80%	
59	Cabarrus	\$124,257	8	Scotland	1.40%	8	Martin	\$53,154	8	Halifax	3.58%	8	Hyde	5.80%	
58	Perquimans	\$123,624	7	Hoke	1.38%	7	Anson	\$53,112	7	Anson	3.59%	7	Richmond	5.89%	
57	Catawba	\$122,424	6	Cumberland	1.34%	6	Gates	\$52,906	6	Columbus	3.59%	6	Halifax	6.13%	
56	Person	\$122,387	5	Harnett	1.32%	5	Northampton	\$52,885	5	Lenoir	3.59%	5	Robeson	6.17%	
55	Swain	\$122,081	4	Vance	1.30%	4	Hertford	\$52,737	4	Alleghany	3.60%	4	Vance	6.46%	
54	Davie	\$119,150	3	Edgecombe	1.11%	3	Rockingham	\$52,737	3	Robeson	3.60%	3	Warren	6.67%	
53	Chowan	\$112,714	2	Greene	1.10%	2	Clay	\$50,813	2	Washington	3.62%	2	Edgecombe	7.54%	
52	Bladen	\$108,946	1	Robeson	1.06%	1	Tyrrell	\$50,800	1	Scotland	3.65%	1	Scotland	7.62%	
51	McDowell	\$108,098	2019 Tiers State Value	0.96%	2019 Tiers State Value	3.40%	51	Haywood	\$50,492	2019 Tiers State Value	3.66%	50	Mecklenburg	4.04%	

Note: 2019 Tiers State Values are provided as required by G.S. 143B-437.07(d). Both adjusted property tax base per capita and median household income are presented in nominal terms.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – OLD BUSINESS

MEETING DATE: January 10, 2023

10(A). Chairman Higdon will present liaison appointments for the board.

10(B). County Manager Derek Roland will present a proposed contract for the Highlands Middle School renovation project for the board's consideration. A copy of that contract is enclosed and Mr. Roland can provide additional details at the meeting.

Pending discussion and action, an appropriate motion would be to approve the contract with LS3P Associates Ltd. as presented (or amended) and to authorize the county manager to execute the contract.

10(C). Mr. Roland will also be discussing a proposed Request For Proposals (RFP) for "Fiber Optic Deployment and Network Operator – Nantahala Township," a copy of which is enclosed in the packet. Per Mr. Roland, his only "caveats" would be that the RFP is subject to legal and financial approval.

If the board decides to approve the RFP for distribution, it may need to do so contingent upon the caveats listed above.



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourth day of January in the year Two Thousand Twenty-Three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Macon County Board of Commissioners
5 West Main Street
Franklin, NC 28734
and
Macon County Board of Education
1202 Old Murphy Road
Franklin, NC 28734

and the Architect:
(Name, legal status, address and other information)

LS3P ASSOCIATES LTD.
14 O'Henry Avenue, Suite 210
Asheville, NC 28801

for the following Project:
(Name, location and detailed description)

Macon County Highlands Middle School Renovations
345 Pierson Drive
Highlands, NC 28741
LS3P Project: 0201-226645

The Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

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13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Exhibit A. All phases in the Scope of Services attached hereto as Exhibit A shall be approved separately by the Macon County Board of Commissioners.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project will be located on the existing Highlands School Campus.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line-item breakdown.)

See Exhibit A.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any: See Exhibit A.

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design-Bid-Build or CM at Risk. To be determined by the Owner.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Follow the Codes and Laws of the State of North Carolina.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Derek Roland
Macon County Manager
5 West Main Street
Franklin, NC 28734
Tel: 828.349.2025

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Owner will address

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined as authorized by the Owner.

.2 Civil Engineer:

N/A

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Paul Davis Boney, FAIA, Senior Vice President
LS3P ASSOCIATES LTD.
227 West Trade Street, Suite 700
Charlotte, NC 28202 Tel: 910.520.0812
Email: paulboney@ls3p.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:
(Paragraphs deleted)

- .1 Mechanical, Electrical and Plumbing Engineer:

CMTA of Kentucky, Inc.
8801 J M Keynes Drive, Suite 240
Charlotte, NC 28262

§ 1.1.11.2 Consultants retained under Supplemental Services:

None unless authorized in writing by Owner.

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ONE MILLION and NO /100 DOLLARS (\$ 1,000,000.00) for each occurrence and TWO MILLION and NO/100 DOLLARS (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ONE MILLION and NO/100 DOLLARS (\$ 1,000,000.00) combined single limit for per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than ONE MILLION and NO/100 DOLLARS (\$ 1,000,000.00) each accident, ONE MILLION and NO/100 DOLLARS (\$ 1,000,000.00) each employee, and ONE MILLION and NO/100 DOLLARS (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ONE MILLION and NO/100 DOLLARS (\$ 1,000,000.00) per claim and ONE MILLION and NO/100 DOLLARS (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary mechanical, electrical and plumbing engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits,

the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and

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installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Owner
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation	One (1) visit per week
§ 4.1.1.14 Conformed documents for construction	Contractor
§ 4.1.1.15 As-designed record drawings	Contractor
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Architect
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Architect / Owner
§ 4.1.1.21 Telecommunications/data design	Architect – conduit only
§ 4.1.1.22 Security evaluation and planning	Architect – conduit only
§ 4.1.1.23 Commissioning	Third Party
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	Architect – additional services
§ 4.1.1.26 Multiple bid packages	Architect

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.27 Historic preservation	Owner
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	Owner

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

None unless authorized in writing by Owner.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None unless authorized in writing by Owner.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of entities providing bids or proposals;

- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .10 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 one (1) site visit per week to the site by the Architect during construction
- .3 one (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within forty-eight (48) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the

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Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered under the NC Rules for Mediated Settlement Conference and other Settlement Procedures in Superior Court. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the

mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation in section 8.2.2 above, the method of binding dispute resolution shall be Litigation in Macon County, North Carolina, Superior Court.
(Check the appropriate box.)

Litigation in a court of competent jurisdiction
(Paragraphs deleted)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

By Owner

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

Init.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$44,401.00
- .2 Percentage Basis
(Insert percentage value)
- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Phase I and Phase III

Schematic Design Phase	ten	percent (10	%)
Design Development Phase	fifteen	percent (15	%)
Construction Documents Phase	thirty-five	percent (35	%)
Procurement Phase	five	percent (5	%)
Construction Phase	thirty	percent (30	%)
Close-out	five		5	
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit C.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1

(Paragraphs deleted)

Printing, reproductions, plots, and standard form documents;

.2 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

(Paragraphs deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

Not to Exceed \$1,500.00

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Exhibits:
 - Exhibit A – Scope of Services
 - Exhibit B - Project Schedule
 - Exhibit C - Hourly Rates


.3
(Paragraphs deleted)
Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Paul Higdon
Chairman
Macon County Board of Commissioners

(Printed name and title)



ARCHITECT (Signature)

Paul Davis Boney, FAIA
Vice Chair | Senior Vice President | K12 Practice
Leader | Principal

(Printed name, title, and license number, if required)

OWNER (Signature)

Jim Breedlove
Board Chairman
Macon County Board of Education

(Printed name and title)

EXHIBIT A
SCOPE OF SERVICES
Highlands Middle School Renovation Project
January 04, 2023

Renovations to the existing stand-alone middle school building at Highlands School. Scope of work includes:

Roof Replacement

HVAC System Replacement

Window Replacement

Flooring Replacement

Projected Budget = \$ 634,300.00

Fee

\$44,401.00

EXHIBIT B
PROJECT SCHEDULE
Highlands Middle School Renovation Project
January 04, 2023

Middle School Renovations

- Begin Design
10 January 2023

- Schematic Design Submittal
1 February 2023

- Design Development Submittal
28 February 2023

- Construction Documents Submittal
31 March 2023

- Bids Received
30 April 2023

- Award Contracts and Groundbreaking
1 June 2023

- Complete Construction
31 July 2024

EXHIBIT C
HOURLY RATES and OWNER RESPONSIBILITIES
Highlands Middle School Renovation Project
January 04, 2023

Hourly Rates: Any LS3P hourly rates for additional services must be authorized in advance by Owner.

2022 LS3P Architects Hourly Bill-Out Rates (Subject to Change on an Annual Basis):

Principal in Charge	\$180.00/hr.
Project Architect	\$140.00/hr.
Design Staff	\$115.00/hr.
Interior Designer	\$105.00/hr.
Administrative Staff	\$100.00/hr.

Owner Responsibilities. The following are necessary services that must be completed and shall be the responsibility of Owner:

- Topographical Survey
- Geotechnical Engineering and Special Inspections

Optional Additional Services and Special Consultants not included in Basic Services but may be provided for additional fee if completed by Architect upon approval by the Owner

- Additional services shall be billed as a factor of 1.0.
- Outsourced Professional Renderings or highly rendered images, models, or mockups (Basic renderings for use in study and development of the project design are included in basic services fee, but finish quality renderings for use in special presentations, outreach, fundraising, etc., are not included.)
- Special Consultants outside of the services consultants listed in this proposal.
- Interior Design other than Architectural Finishes. (FF&E)
- Third Party Acoustical Consulting, Acoustical Modeling, Acoustical Testing
- Daylighting Modeling or Energy Modeling
- Audio Visual Equipment
- Environmental Assessments / Environmental Impact Statements
- Permitting and review fees
- Life Cycle Cost Analyses
- Multiple designs documented in construction documents (Minor bid alternates for budget control to be included)
- LEED or other green building certification
- Specialty envelope consultants
- Commissioning Services
- Coordination with additional owner third-party consultants.



MACON COUNTY NORTH CAROLINA

Request for Proposals

Fiber Optic Deployment and Network Operator
Nantahala Township

RFP No:	02-119900, RC1
Date:	January 6, 2023
Proposal Submission Deadline:	March 3, 2023, 4:00PM EST

Prepared for Macon County by Little T Broadband Service, Inc.

EXECUTIVE SUMMARY

The County of Macon, North Carolina, seeks proposals from qualified internet service providers to deploy and operate a high-speed fiber to the premises network within Nantahala Township. The County will offer funding in the form of a general funds grant to help subsidize a portion of the infrastructure cost.

The project defined in this Request for Proposals is the first part of a three-phase plan to bring high-speed internet service to Nantahala Township and is referred to as Nantahala Phase 1. The goal of this initial phase is to establish fiber infrastructure in the primary population corridors of the Township in and around Nantahala Lake within 2 years. The fiber deployed for this phase will initially be used to provide high-speed internet service to four County facilities and as many residences and businesses as possible located within 500 feet of the fiber routes.

- Proposed fiber deployment method: aerial
- Proposed primary fiber distances: 11.6 miles
- Number of County facilities to be connected: 4

RFP Schedule

Date	Milestone	Description
01-23-2023	RFP Release	RFP Posted for general public release. Potential providers notified.
02-03-2023	RFP Intent to Respond	Providers interested in responding to the RFP are requested to notify the County of intent to respond.
03-03-2023	RFP Deadline to Respond	Response proposals submitted to the County.

Submission and Contact Information

Proposal Submission: Per applicable NC statutes, all proposals received by the County must be enclosed in a sealed envelope and either delivered by hand or USPS to the following address.

Macon County Finance Department
Attn.: Ms. Lindsay Leopard
5 West Main Street
Franklin, North Carolina 28734

RFP Email Inquiries: MCBroadbandRFP@littletbroadband.org

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REVISION HISTORY

Date	Revision	Editor	Description
10-22-2022	0.0	Jeff Lee	Document creation
11-30-2022	0.4	Jeff Lee	Review Draft
01-06-2023	RC1	Jeff Lee	Release Candidate 1 – for review by MC BOC

DOCUMENT REFERENCES

Document	Revision	Description
Macon County Broadband Expansion Proposal for Nantahala	V1.0 Nov 10, 2022	Initial proposal which outlines a plan to expand broadband infrastructure in Nantahala Township of Macon County

NANTAHALA BROADBAND PROJECT INFORMATION

1. OVERVIEW

1.1. Purpose

Through this Request for Proposals, the County of Macon, North Carolina seeks proposals from unaffiliated qualified internet service providers to deploy and operate a high-speed fiber to the premises network within Nantahala Township located in northwestern Macon County. Such a high-speed network is desired to improve safety and education for residents and promote general economic development for businesses in the area. Based on responses received for this RFP, the County intends to select a qualified Provider and enter into an agreement to start the project.

1.2. Background

Nantahala Township is a rural and remote community in Northwest Macon County. Primary access to this community from central Macon County is gained via Wayah Road by traversing Wayah Gap. The area is also accessible from Cherokee County to the west via Junaluska Road, or from Swain County and US 74 to the north via Wayah Road.

The terrain in this area is very rugged and composed as a series of creek valleys and gorges that feed into Nantahala Lake. The primary population in the area lies to the northern and eastern sides of Nantahala Lake, with a more isolated community located on the west side of the lake and south of the dam.

Nantahala Township currently has no high-speed broadband internet service available to businesses and residences. Though solutions may be possible in a 2-6-year timeframe from either the Frontier GREAT grant or Charter RDOF awards, neither of these programs are guaranteed. The County therefore wishes to accelerate the deployment of broadband to bring much needed connectivity and help to improve education, safety, and economic development to citizens in this area.

1.3. Objective

After completing numerous studies of alternative technology solutions with multiple consultants and providers, the County believes that a fiber solution is needed to meet coverage, reliability, and longevity requirements. The County has therefore defined a broadband expansion plan that would develop critical fiber infrastructure needed to bring high-speed broadband service into Nantahala Township area in three deployment phases. The project specified in this RFP is defined as **Nantahala Phase 1**.

The fiber infrastructure deployed during this phase is intended to initially provide connectivity to four County facilities, and some number of residences and businesses within 500 feet of the primary fiber routes. It is also intended that fiber infrastructure deployed during Nantahala Phase 1 will be used for expansion of service to additional residences and businesses through subsequent deployment phases.

In accordance with N.C.G.S. 153A-349.60. Authorization to Provide Grants, the County is prepared to provide grant funding through a grant agreement to subsidize a portion of the infrastructure cost. Additionally, the County is willing to offer and enter into Right of Way and Co-location Easement agreements as needed to assist the chosen Provider in developing and deploying the required fiber infrastructure.

1.4. RFP Schedule

Date	Milestone	Description
01-23-2023	RFP Release	RFP Posted for general public release. Potential Providers notified
02-03-2023	RFP Intent to Respond	Providers interested in responding to the RFP are requested to notify the County of intent to respond.
03-03-2023	RFP Deadline to Respond	Response proposals submitted to the County

1.5. Proposal Submission and Contact Information

Per applicable NC statutes, all proposals and supporting attachments received by the County must be enclosed in a sealed envelope and either delivered by hand or USPS to the following address.

Macon County Finance Department
Attn.: Ms. Lindsay Leopard
5 West Main Street
Franklin, North Carolina 28734

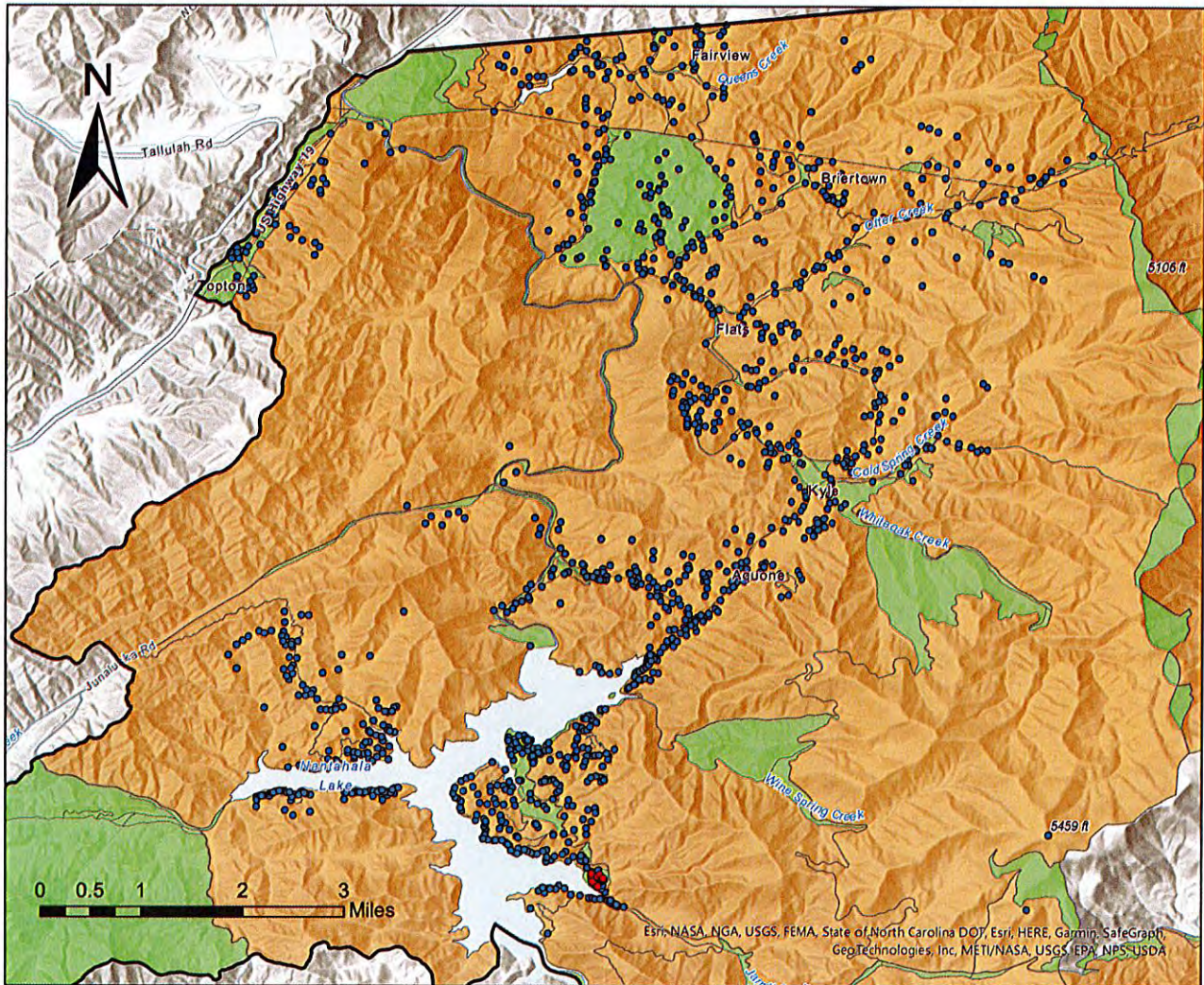
RFP Email Inquiries: MCBroadbandRFP@littletbroadband.org

To be considered for selection, a proposal must be received by 4:00 p.m. EST Monday, March 3, 2023. Any proposals received after this deadline will not be accepted or considered.

2. SCOPE OF WORK

2.1. Service Area

Macon County seeks a qualified Provider of high-speed internet service to implement the Nantahala Phase 1 project. The intended coverage area of Nantahala Township in northwest Macon County is shown in the following map.



Map Legend

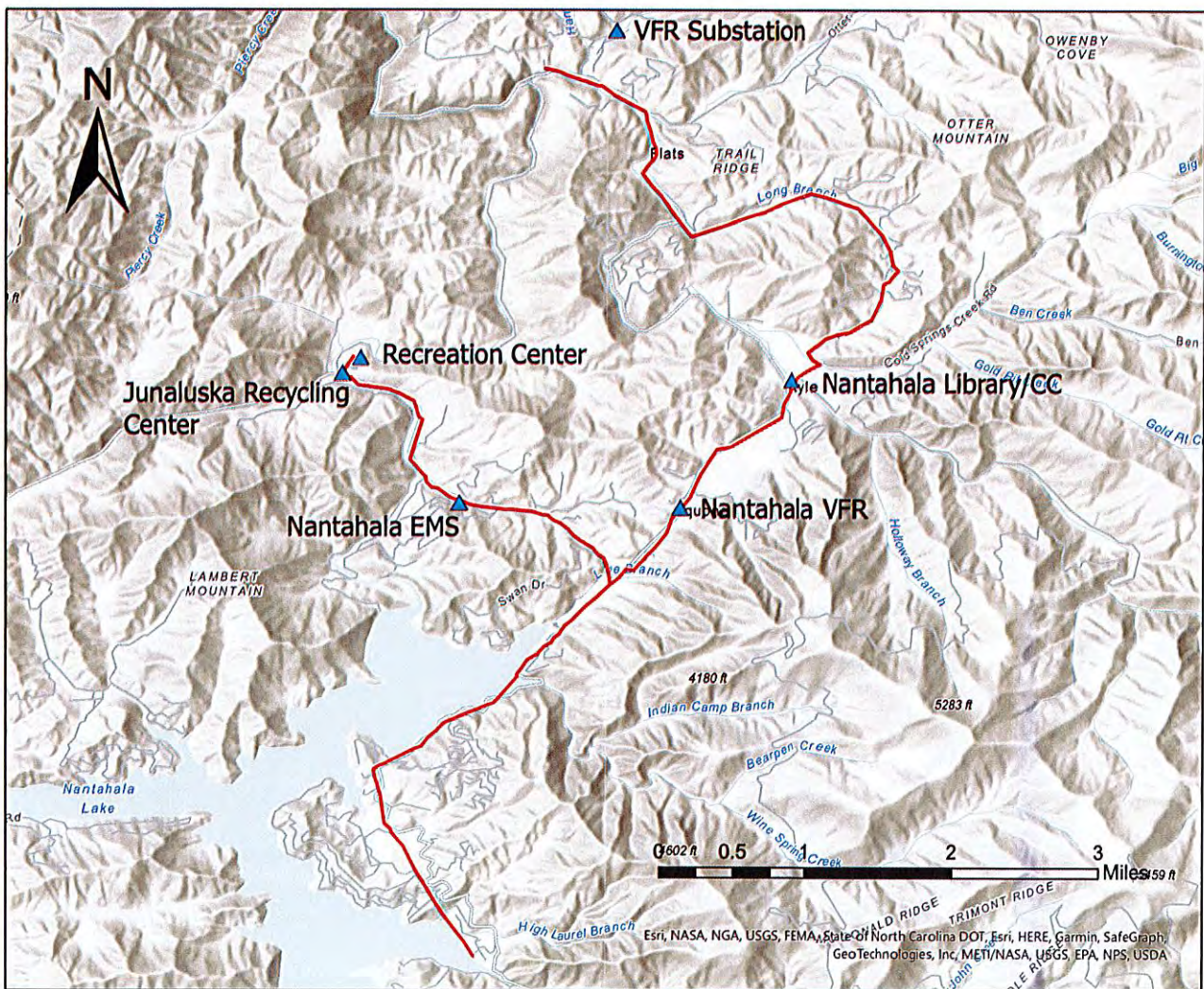
-  Macon County Boundary
-  AddressNC Servicable Locations
-  Frontier GREAT Award Locations
-  FCC RDOF904 Ineligible Areas
-  FCC477 GREAT/CAB Eligible Areas

Within the above map, blue dots indicate AddressNC broadband serviceable locations within the Township, and red dots indicate those locations awarded to Frontier under the GREAT 2022 program that may be served by 2025. Regions in tan represent RDOF areas awarded to Charter Communications that may be served by 2028. Areas in green represent those expected to be eligible for the future NC CAB grant program in 2023.

2.2. Initial Fiber Deployment

The Nantahala Phase 1 project is intended to create primary fiber infrastructure along the major corridors in the area which include:

- Wayah Road
- Junaluska Road



Map Legend

— Proposed Phase 1 Fiber

▲ Nantahala County Facilities

Given the rugged terrain in the area, it is anticipated that aerial fiber deployment along the Duke Energy power pole infrastructure will be the most cost-effective approach. However, this will not preclude a Provider from deploying buried fiber where desired.

The following table lists the estimated fiber distances anticipated.

Fiber Segment	Endpoints	Estimated Distance	Deployment Method
Wayah Road North	Winding Stairs Road -Junaluska Road	5.9 miles	Aerial
Wayah Road South	Junaluska Road -Lake Drive	2.5 miles	Aerial
Junaluska Road	Wayah Road -Old River Road	3.2 miles	Aerial

2.3. Fiber Network Requirements

The Nantahala Phase 1 fiber deployment must meet the following requirements:

- Network should be capable of delivering up to 2Gbps/2Gbps via direct FTTH service
- Deployed fiber must be capable of supporting future performance (speed) upgrades
- Deployed fiber must have the capacity (strand count) to support future coverage expansion
- All electronics and optics must be field upgradable to support future performance and capacity expansion
- Deployed fiber must provide a service life expected to exceed 20 years

2.4. Service Requirements

- Multiple speed tier fiber internet service plans available
- Available basic and lifeline VoIP telephone service
- No/low-cost access plans available through the FCC ACP program

2.5. County Facility Service Provisions

The following County facilities are candidates for connection. Connection of the facilities marked as “Required: Yes” are necessary components of Nantahala Phase 1.

Facility	Address	Description	Service Type	Required
Nantahala Library /Community Center	36 White Oak Lane Topton, NC 28781	New library and community building under development	Wired for computers Protected WiFi Public WiFi	Yes
Nantahala EMS	1096 Junaluska Rd Topton, NC 28781	Existing regional EMS	Wired for computers Protected WiFi Public WiFi	Yes
Nantahala VFR	19036 Wayah Rd, Topton, NC 28781	Existing primary fire and rescue	Wired for computers Protected WiFi Public WiFi	Yes
Nantahala Recreation Center	2341 Junaluska Rd Topton, NC 28781	Existing public rec center	Public WiFi	Yes
Nantahala VFR Substation (North)	405 Windingstairs Rd Topton NC 28781	Existing substation	Wired for computers/security Protected WiFi	No
Nantahala VFR Substation (Future West location)	5301 Junaluska Rd, Andrews, NC 28901	New substation facility under development	Wired for computers/security Protected WiFi	No
Nantahala Junaluska Recycling Center	2347 Junaluska Rd Topton, NC 28781	Existing recycling center	Public WiFi	No

2.6. Residential and Business Service Provisions

In addition to creating needed fiber infrastructure and connecting key County facilities, the Nantahala Phase 1 project also seeks to connect residences and businesses within 500 feet of the primary fiber deployment. Within the 11.6 miles served by the proposed corridor fiber deployment, there are 231 estimated locations within 500 feet that can be served.

Note: There are regions along the proposed fiber routes that are eligible for the upcoming NC CAB Grant program and are shaded green on the map in Section 2.1. At the time of this RFP release, it is recommended that the Nantahala Phase 1 project exclude connection in these areas to maintain their eligibility for NC CAB funding, with the intent that these locations will be served during a Nantahala Phase 2 project funded through CAB. The above estimated location count does not include these locations. This recommendation may be revised in the future once the CAB program is officially released.

2.7. Desired Deployment Schedule

A primary goal of this project is to accelerate the deployment of high-speed internet services beyond what can be accomplished through longer term and less certain federal and state grant programs. Accordingly, the County desires the completion of Nantahala Phase 1 within two (2) years from execution of final agreements.

3. GRANT PROVISIONS

In accordance with N.C.G.S. 153A-349.60. Authorization to Provide Grants, Macon County is prepared to provide partial grant funding for Nantahala Phase 1. The purpose of such grant funding is to create the availability of high-speed Internet service in the Nantahala Township of Macon County. This area is currently unserved by high-speed Internet access service, and such a grant would be used to promote safety, education, and economic development in the area. The grant amount to be allocated from Macon County general funds shall not exceed \$400,000.00. The grant funding awarded shall be made available to the selected Provider upon execution of a formal grant agreement between Macon County and the Provider.

All funding from Macon County must be applied during the two-year duration of the Nantahala Phase 1 project. It is also desired that subsequent phases beyond the first two years be considered by the Provider to connect additional residences and businesses. Subsequent phases would be funded by the Provider and/or through other grant programs.

4. RFP RESPONSE PREPARATION INSTRUCTIONS AND REQUIREMENTS

4.1. Provider Eligibility

Provider must demonstrate and show that it is a qualified private provider of high-speed Internet access service in the State of North Carolina at the time of RFP response.

Provider must be willing to provide high-speed internet and other services within the project area for at least 20 years.

Providers must closely review Section 5, Evaluation Criteria, of this RFP and be aware that this is a "Best Value" solicitation where the successful Provider will be selected based on evaluation criteria contained in Section 5 plus evaluation of all other elements contained in this section.

Provider understands and agrees that Macon County accepts no responsibility for any expense incurred by the Provider in the preparation and presentation of its proposal. Such expenses shall be borne exclusively by the Provider.

4.2. Required Proposal Elements

The following elements are required in all proposals submitted in response to this RFP.

4.2.1. Executive Summary

Provider must include in their proposal an executive summary (not to exceed two pages) that describes their approach and estimated costs for the project that is being proposed.

4.2.2. Map

A map must be included showing the deployment of Nantahala Phase 1 fiber and the locations of the residences and businesses that are proposed to be connected. This map should indicate aerial vs underground fiber installation, proposed co-location sites if any, and proposed backhaul route.

4.2.3. List of Locations to be Served

Include a list of locations to be served at the completion of the Nantahala Phase 1 project. This list must be delivered as a GIS shapefile, or as a CSV list of geocoded locations based on the AddressNC database used for the NC GREAT and CAB grant programs.

4.2.4. Network Technical Specifications

Describe in detail the type and specifications of technology and equipment that is being proposed including upload and download speeds and the service delivery methods. This description should include discussion of elements that may provide redundancy or other reliability enhancement. The Provider shall demonstrate and show how the proposed project will meet the technological needs of current and future businesses, public institutions, government buildings, volunteer fire departments, community centers, educational institutions, and residents within Nantahala Township.

4.2.5. Planned Point of Presence

Provider must identify and describe the infrastructure that will be used to provide the point of presence connection and whether that infrastructure is Provider owned or must be leased or procured from another provider.

4.2.6. Expansion Capacity

Providers must provide a description of the future growth capacity of their proposed high-speed internet access service solution and its ability to adapt to new broadband applications and requirements. This description must address the ability to support expanded coverage in the area through subsequent deployment phases.

4.2.7. Enhanced Features and Functionality

Provider should describe any enhanced features and network functionality that may add value to the highspeed internet access service network being proposed.

4.2.8. Services Offered

Describe all services that will be provided as part of the high-speed internet access network being installed, such as internet services, phone, television, home security, and ACP subsidized service packages.

4.2.9. Pricing for Services

Provider must include planned pricing for residential and business services that will be available on the high-speed internet access network.

4.2.10. Customer Support and Service Level Agreement

Providers must include a description of how customer service support will be provided, and typical wait times associated with service requests and service outages.

Provider must describe their Service Level Agreement. Macon County facilities will require timely resolution of service outages. Provider shall furnish a description of the process that will be used in the event of a service outage including whether customers will be notified when service outages occur, how customers will be notified, and how customers can report a service outage.

4.2.11. Company History and Experience

A narrative that accurately describes the company's history and experience in providing highspeed Internet access service is required.

4.2.12. Profit/Loss Statement

Provider shall include a copy of its most recent profit and loss statement.

4.2.13. Associated Business Partnerships and Relationships

Provider should describe any business or partnership relationships with other providers or entities that may affect the capability and/or services provided by the proposed high-speed internet access service network.

4.2.14. Professional Qualifications and Technical Staff

Provider must detail the qualifications of the company's technical staff that will oversee and ensure reliable operation of high-speed internet access service network.

4.2.15. References

All proposals must contain three (3) customer references (including name, address, and phone number of the contact person) to help indicate the Provider's fitness as an acceptable source possessing the ability to meet the requirements for this project.

4.2.16. Provider Economic Benefit to the Area

Provider shall comment on how their company's selection might have a positive direct and/or indirect impact on economic development in Nantahala Township.

4.2.17. Financial Estimates and Grant Justification

Provide a detailed estimate of the total dollar cost for the project. Demonstrate how Macon County grant funding will be incorporated into the project budget.

4.2.18. Deployment Schedule

Include a high-level deployment schedule/timeline which provides projected dates for the following milestones:

- Estimated start of construction
- Completion of primary fiber build and activation
- Completion and activation of connections to required County Facilities
- Completion of service activation to proposed list of residence and business locations

4.3. Agreement Requirements**4.3.1. Assignment of Rights**

During the performance under any grant agreement, the Provider shall not assign, transfer, convey, sublet, or otherwise dispose of any grant agreement or any of its rights, title or interest therein, without the prior written consent of Macon County, North Carolina.

4.3.2. E-Verification Compliance

Provider is required to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes concerning e-verification at the time of entering any grant agreement, and at all times during the performance of any grant agreement. All subcontractors utilized by the Provider are likewise required to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes concerning e-verification at the time of entering into a contract, and at all times during the performance of the contract. Provider shall take necessary steps to include this provision in all contracts with subcontractors who will perform any portion of the work covered by the contract.

4.3.3. Insurance Requirements

Upon entering into a grant agreement with Macon County, Provider shall be required to purchase and maintain insurance that will protect the Provider from claims which may arise out of or result from the Provider's execution of work by its employees, agents, or subcontractors. If any of such work is to be performed on Macon County owned or leased premises, the Provider agrees to carry liability and workman's compensation insurance, and to indemnify Macon County against all liability, loss, and damage arising out of any injuries to persons or property caused by the Provider's employees, agents, or subcontractors.

4.3.4. Provider Status Under Grant Agreement

A Provider entering into a grant agreement with Macon County shall be an Independent Contractor with respect to Macon County.

5. EVALUATION CRITERIA

The following factors listed below will be used in evaluating Provider's proposal responses:

- The number of unserved residences and businesses proposed to be connected.
- The number of County facilities to be connected
- Best overall project cost model proposed.
- Best technical performance proposed.
- A projected deployment schedule that meets or completes ahead of the desired project duration.
- Provider's plan for having a local presence in Macon County and adding local jobs and/or facilities in Macon County as part of the proposed high-speed internet access service network.
- Provider's stability, experiences, and record of past performance in delivering such services in North Carolina and other areas.
- Positive impacts on economic development in Macon County associated with the proposed Nantahala Phase 1 project including but not limited to increasing the population, taxable property, employment, and/or business prospects of Macon County
- Provider partnership or joint business arrangements which may positively impact economics and/or the high-speed internet coverage and related services.

6. ADMINISTRATIVE

6.1. Proposal Submission Instructions

Per applicable NC statutes, all proposals and supporting attachments received by the County must be enclosed in a sealed envelope and either delivered by hand or USPS to the following address.

Macon County Finance Department
Attn.: Ms. Lindsay Leopard
5 West Main Street
Franklin, North Carolina 28734

In addition to a printed proposal package, the County also requests an electronic copy be provided via a USB FLASH drive. Proposals must be received by 4:00 p.m. EST Monday, March 3, 2023. Any proposals received after this deadline will not be accepted or considered

6.2. Signatures

All proposals must be signed with the Provider name and by an officer or employee with authority to bind the Provider to the proposal given in response to the RFP. Legal title of the signer must be indicated. The officer or employee signing the proposal on behalf of the Provider shall certify that he/she has carefully read the same and certify that the same is truthful in all regards. Obligations assumed by such signature must be fulfilled or Provider shall be removed from Macon County's active file of providers.

6.3. Proposal Document Formats

All proposals should be submitted in a form that clearly addresses each of the requirements. The financial estimates quoted must include all costs associated with the requirements listed, including all installation costs and taxes, if applicable.

Specific Proposal Electronic Document Formats:

- General proposal narrative, and supporting statements: PDF
- List of Locations to be Served: Shapefile or CSV

6.4. Inquiries and Questions Related to RFP or Project

Inquiries concerning this RFP must be submitted via email prior to 4:00 p.m. March 3, 2023 to: MCBroadbandRFP@littletbroadband.org

General questions and answers will be posted on the Macon County Website (maconnc.org) under "Nantahala Broadband Expansion Project Q&A".

6.5. Availability of Supporting Map Data

Macon County will make available all GIS map data developed for the Nantahala Broadband Project in the form of shapefiles. Providers may request this data by email through the inquiry email address listed in Section 6.4.

6.6. Evaluation

Macon County will enter into a grant agreement for high-speed Internet access service expansion within 60 working days after the proposal deadline in this RFP if a Macon County determines in its sole discretion that a suitable qualified Provider of high-speed Internet access service is found. Macon County intends to award and execute a grant agreement in accordance with applicable North Carolina laws.

6.7. Agreements

If Macon County will be required to sign a contract service agreement with the Provider, a copy of the same must be provided with Provider's response to this RFP.

The selected Provider shall be required to enter into a grant agreement with Macon County which is satisfactory to Macon County, and which is consistent in all regards to this RFP and Provider's response.

6.8. Delays or Withdrawal

The successful Provider shall not be held responsible for delays in performance of a contract caused by strikes, lockouts, labor disturbances, supply chain issues, acts of the government, or other causes which are beyond the control of and are not the fault of the Provider.

Any Provider may withdraw its proposal by written (email) request at any time prior to the entry of a grant agreement with Macon County.

7. OTHER PROPOSALS

Separate and apart from proposals regarding the Nantahala Phase 1 project, a Provider may make an additional proposal or proposals to expand the availability of high-speed Internet service in Nantahala Township beyond the scope outlined in this RFP.

8. MISCELLANEOUS

8.1. Provider Selection

This solicitation is a “Best Value” solicitation and is not based only on lowest cost/price. Macon County reserves the right to select the proposal which in its sole judgment best meets the unserved high-speed Internet access service needs of Macon County.

Macon County has total discretion in the determination of evaluation criteria weights and how those weights are applied to the individual evaluation criteria contained in this RFP.

8.2. Right to Reject or Waive

Macon County reserves the right to reject all proposals and discontinue the RFP process without obligation or liability to any potential Provider and without obligation to enter into any grant agreement.

Macon County reserves the right to waive any irregularities or informalities in any proposal or in the proposal process. Macon County reserves the right to unilaterally define irregularities or informalities should there be a need to do so.

8.3. Franchise

Macon County reserves the right to award more than one grant agreement to one or more eligible Providers. Provider shall gain no franchise, exclusive franchise, or other exclusive rights from Macon County.

8.4. Disputes

In the event of a dispute, the Provider and Macon County agree that the venue and forum to decide such dispute shall be in the General Court of Justice for the State of North Carolina in Macon County.

8.5. CAB Grants

Provider is encouraged to commit to Macon County its willingness to pursue “CAB Grants” from the State of North Carolina and other available grants for the purpose of expanding high-speed internet access to locations which remain unserved at the completion of the Nantahala Phase 1 project.

GLOSSARY OF TERMS

Term	Definition
ACP	Affordable Connectivity Program. This is a federal subsidy/reimbursement program administered by the FCC which is designed to provide low or no cost internet service to qualified low-income individuals and families.
AddressNC	AddressNC is a geocoded database of addresses within the state of NC that can be served by broadband and correlates to the state 911 database. The NC broadband grant programs require use of this database in determining the number of locations that will be served by a given grant award
Aerial Fiber	Fiber optic cable that is suspended above ground, typically along power poles.
Backhaul	A connection which links a network to the global internet.
Broadband	A collection of technologies and networks used to distribute high-speed internet services to residences and businesses.
CAB	Continuing Access to Broadband. This is a secondary broadband grant program also initiated by the NC legislature in 2021 and is administered by NCDIT . The CAB program awards grants through the RFP process. RFPs are developed through collaboration between participating NC Counties and NCDIT .
DS/Downstream	For an internet connection this is the flow of information from the internet to the device connected. Connection speed is measured in both the downstream and upstream directions and is typically shown as DS/US which indicate downstream and upstream data rates.
EMS	Emergency Medical Services
Easement	An easement is a legal agreement between a property owner and provider which grants the provider access to the property and/or to place additional supporting equipment on the property.
FCC	Federal Communications Commission.
FCC 477	FCC Form 477 Broadband Availability Data . This data, which is mapped to census blocks, represents the most current broadband availability information from the FCC to date. FCC 477 data was used to help determine eligible locations for NC GREAT and CAB grant programs. This data is known to be highly inaccurate, depicts availability at the census block level, and is based on historically exaggerated coverage information from providers .
Fiber Optic Cable	Cabling made from glass fiber that is used to transmit broadband data in the form of light energy instead of electrical energy as transmitted through copper wire cables. Fiber Optic Cable can transmit broadband data at higher speeds and longer distances than tradition copper wire cables.

Term	Definition
Fiber Optic Network	A system of fiber optic cables and associated hardware used to deliver high-speed internet service .
FTTH	Fiber to the Home, also sometimes referred to as Fiber to the Premises. This is a type of wired internet connection which uses fiber optic cable instead of copper wire. Fiber internet connections are capable of delivering much greater speed than most forms of wired copper or wireless technology.
Gbps	Gigabits per second. The units used to measure data rate or speed over an internet connection equaling one billion bits per second.
GREAT	Growing Rural Economies with Access to Technology. This is the premier broadband grant program initiated by the North Carolina legislature in 2018. The NC GREAT grant program is governed by NC legislation and administered by NCDIT . The GREAT program awards grants to eligible applications submitted by providers based on a scored criteria.
High-Speed Internet	Internet connection that meets current federal standards for “high-speed”, currently defined as a data rate of 100/20 Mbps or greater.
Lateral	A fiber optic cable that branches off from a fiber backbone or another fiber lateral to serve a group of residences or businesses.
Mbps	Megabits per second. The units used to measure data rate or speed over an internet connection equaling one million bits per second.
Nantahala Phase 1	Nantahala Phase 1 is the initial deployment phase of a plan developed by Macon County for broadband expansion in Nantahala Township. Three deployment phases are planned, each building on work and infrastructure in the prior phases.
NC	State of North Carolina
NCDIT	North Carolina Department of Information Technology. Within NCDIT, the Division of Broadband and Digital Equity administers all broadband grant and related support programs for the state of North Carolina.
Network	A collection of cables, wireless radios, and supporting hardware that is used to distribute internet connectivity to residences and businesses.
PON	Passive Optical Network. This is a broadband network composed of fiber optic cables that requires no powered electronic equipment in the path between a distribution point and the end user.
Provider	An abbreviated term used to reference an unaffiliated qualified Internet Service Provider. In the context of this RFP: “Unaffiliated” means the Provider is not a subsidiary of Macon County; “Qualified” means that the Provider is recognized, meets all required qualifications, and is registered in the State of North Carolina to provide internet services.

Term	Definition
RFP	Request for Proposals. This is a document published which defines the scope of a project and other conditions and provides guidelines for the submission of proposals by interested Providers .
RDOF	Rural Digital Opportunity Fund. RDOF is a third-generation broadband subsidy program administered by the FCC which awards funding to service providers through a reverse auction process. Service providers place bids to serve eligible census block tracts, and the lowest bids wins the subsidy award. RDOF award winners have 6 years to provide service to awarded census blocks.
RDOF 904	RDOF Auction 904 was the most recent version of the RDOF program launched in 2020. The FCC began rolling out awards under this program in mid 2021. Charter Communications won all available census tracts in Western North Carolina, and their awards nation-wide were finalized in March of 2022. Charter's 6-year clock to provide service in Macon County thus ends in March of 2028.
ROW	Right of Way. A portion of a roadway or property where telecommunication cabling may be buried or run above ground on power or telecommunication poles.
Underground Fiber	Fiber optic cable that is buried below ground level. For large capacity cable used in backbones and laterals , this cable is typically run through plastic conduit which connects to a handhole at each end. For smaller fiber drop cable running to a residence or business, this cable can be direct buried.
US/Upstream	A flow of data coming from the user and going to the internet.
VFR	Volunteer Fire and Rescue.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: January 10, 2023

11(A). Mr. Roland and Finance Director Lori Carpenter will brief the board members on the Local Assistance and Tribal Consistency Fund (LATCF), and Ms. Carpenter provided the background information below for the agenda packet.

The American Rescue Plan appropriated \$2 billion to Treasury across fiscal years 2022 and 2023 to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose except for a lobbying activity. Specifically, the American Rescue Plan reserves \$250 million to allocate and pay to eligible Tribal governments for each of fiscal years 2022 and 2023, and reserves \$750 million to allocate and pay to eligible revenue sharing counties for each of fiscal years 2022 and 2023. Under this program, recipients have broad discretion on uses of funds, similar to the ways in which they may use funds generated from their own revenue sources.

Congress reserved \$1.5 billion of funding for eligible revenue sharing counties under the Local Assistance and Tribal Consistency Fund. Specifically, the American Rescue Plan directs the Secretary to reserve \$750 million to allocate and pay to eligible revenue sharing counties for each of fiscal years 2022 and 2023, taking into account economic conditions of each eligible revenue sharing county using measurements of poverty rates, household income, land values, and unemployment rates as well as other economic indicators, over the 20-year period ending with September 30, 2021.

Eligible revenue sharing counties must request funding by January 31, 2023 at 11:59 PM AKST. If an eligible revenue sharing county does not complete its submission by that deadline, the eligible revenue sharing county will not be eligible for either the first or second payment under the LATCF. The first payment will be available immediately and will be made to eligible revenue sharing counties on a rolling basis. Treasury expects to make the second payment after the start of calendar year 2023.

Macon County is eligible to receive two payments of \$459,842.41 each for a total of \$919,684.82.

Pending discussion and action, an appropriate motion would be to authorize staff to request the LATCF funding prior to the January 31 deadline.

11(B). Chairman Higdon has requested time on the agenda to discuss a fee schedule associated with the county's recreation parks.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CONSENT AGENDA

MEETING DATE: January 10, 2023

Item 13A. Draft minutes from the December 13, 2022 regular meeting and the December 21, 2022 special called meeting are attached for the board's review and approval. (Mike Decker/Tammy Keezer)

Item 13B. Budget Amendments #118-122 are attached for your review and approval. (Lori Carpenter)

Item 13C. Tax releases for the month of December 2022 in the amount of \$6,740.67, per the attached memorandum from Tax Collections Supervisor Delena Raby.

Item 13D. A copy of the ad valorem tax collection report as of December 31, 2022, which shows a collection rate of 83.87 percent. Report only. No action is necessary. (Delena Raby)

MACON COUNTY BOARD OF COMMISSIONERS
December 13, 2022
MINUTES

Years of Service awards were presented to county employees prior to the meeting. A reception for those employees and newly elected Commissioners Danny Antoine and John Shearl was held in the hallway of the third floor of the Macon County Courthouse immediately following the presentations.

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

ANNOUNCEMENTS:

- (A) Chairman Higdon welcomed all in attendance and expressed his appreciation to the employees who spend time preparing the agenda packet, room, etc. for the board meetings.

- (B) Commissioner Young welcomed the new and returning board members, new school board members, the new sheriff, and suggested having a joint meeting with the school board to discuss projects more fully. Mr. Roland asked if a joint special meeting could tentatively be scheduled on Tuesday, December 20, 2022. There was consensus of the board members to see if that date at 6:00 p.m. would work for the school board to meet in the large courtroom in the courthouse. Mr. Roland will follow-up.

CLOSED SESSION: At 6:04 p.m., upon a motion by Commissioner Young, seconded by Commissioner Shields, the board voted unanimously to go into closed session as allowed under N.C.G.S. 143-318.11(a)(6) regarding a personnel matter and 143-318.11(a)(3) to preserve the attorney-client privilege. At 6:18 p.m., upon a motion by Chairman

Higdon, seconded by Commissioner Young, the board voted unanimously to come out of closed session and return to open session. Mr. Decker stated that action was needed regarding an item discussed in closed session. He requested that \$13,392 be taken from contingency funds on behalf of an employee who was injured in the line of duty, was on workers compensation, and wishes to purchase that time toward retirement. Motion by Commissioner Shearl, seconded by Commissioner Shields to approve the funding and the accompanying budget amendment as requested. Vote was unanimous.

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

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

PUBLIC HEARING(S):

(A) Lease with Sutton Broadcasting Corporation for use of space on communications tower on Cowee Bald Electronic Site - Emergency Services Director Warren Cabe stated this item did not need a public hearing and requested to move the item to Old Business. Board members consented to the agenda change.

(B) Lease with Blue Ridge Broadcasting Corporation for use of space on communications tower on Cowee Bald Electronic Site - Again, Mr. Cabe requested this item be moved to Old Business, as a public hearing was not necessary.

(C) Macon County Community Transportation Program Application - Chairman Higdon opened the public hearing at 6:24 p.m. Transit Director Darlene Asher shared that this public hearing was required for the FY24 Capital grant for the replacement of six vehicles and ancillary equipment. She shared that three of the vehicles were scheduled for replacement in FY22, but due to the unavailability of replacement vehicles, those had been added to the FY24 grant. Ms. Asher stated the grant would be in the amount of \$674,392 and that a 20 percent county match in the amount of \$137,879 was needed. With no one signed up to speak, Commissioner Higdon closed the hearing at 6:28 p.m. Commissioner Young made a motion, seconded by Commissioner Shields, to approve the request as presented. Vote was unanimous.

PUBLIC COMMENT PERIOD: **George McClure** expressed his appreciation for the board's support of getting pickleball courts constructed and made available to the working public. He shared that the local club is pursuing some private funding as well to pay for some amenities at the courts. **Maryann Ingram** congratulated all new board members on their appointments and reappointments.

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

- To add Lease with Sutton Broadcasting for use of space on communications tower on Cowee Bald Electronic Site as Item 11(C) under Old Business, per Mr. Roland
- To add Lease with Blue Ridge Broadcasting for use of space on communications tower on Cowee Bald Electronic Site as Item 11(D) under Old Business, per Mr. Roland
- To add Re-appointment of a Social Services board member as Item 14(D) under Appointments, per Mr. Decker

REPORTS AND PRESENTATIONS:

- (A) Fiscal Year 2022 Audit Presentation – Claire Chase representing Martin Starnes & Associates, CPAs, PA provided a PowerPoint presentation covering the results of the audit. She indicated that an unmodified opinion had been given, which is the highest opinion the firm can offer. Ms. Chase reported there was one red flag noted resulting in one significant deficiency finding related to lack of control over cash collections and separation of duties in one area of operations in the county. A copy of the presentation and findings are available in the office of the Clerk to the Board and hereby made a part of these minutes **[Attachment 1]**.
- (B) Overview of the 2022 Election – Melanie Thibault, Macon County Board of Elections Director, provided a report on the election turnout indicating there were 28,000 registered votes with 15,903 voting (57 percent). Of those voting, Ms. Thibault indicated that 8,921 voted early, 6,121 voted on Election Day with 816 of those by absentee ballots. She said there was a lot of observer participation this year with observers being present every day of early voting as well as on Election Day. Ms. Thibault stated the 30-Day sort had been completed with zero errors or discrepancies in the results. In regard to the new voting equipment, Ms. Thibault shared the next step is to have a simulated election for three to four days using the new equipment. She said the

simulation will include poll workers and employees of Hart InterCivic, and will be held on January 25, 2023 through January 29, 2023 at the Robert C. Carpenter Community Building.

OLD BUSINESS:

- (A) **Update on Nantahala Library/Community Center** – Jack Morgan provided a handout [Attachment 2] and preliminary itemized budget for the renovations of the 2,400 square foot facility totaling \$258,940 including a contingency of \$23,540 (10 percent). Mr. Roland stated we have \$300,000 of state funding available and requested the board approve the use of an architect to have them develop the scope of work and avoid having to put out bids for each separate discipline (HVAC, plumbing, electrical, etc.). Mr. Morgan said the architect (quoted at \$28,000) could start in January and have bids for contractors available in March. Ms. Carpenter reminded the board that if the cost exceeds \$300,000 we are required to have an architect. After some discussion, Commissioner Shields made a motion, seconded by Commissioner Young, to have Jack Morgan prepare the scope of work and work with the bids he has received, rather than to use an architect. Vote was unanimous.
- (B) **Update on Highlands Middle School Renovations** – Mr. Roland reported that the Request for Qualifications (RFQ) for architectural services was issued on November 2, 2022. He said a proposal from LS3P was the only response received in the amount of \$63,430 for the design and \$634,300 for construction and renovation. Mr. Roland requested approval of the bid from LS3P and authorization for the county manager to enter into contract negotiations with them. After some discussion regarding funding allowances and impact of other projects, Commissioner Young made a motion, seconded by Commissioner Shearl, to approve the bid from LS3P and authorize the county manager to enter into contract negotiations. Vote was unanimous.
- (C) **Lease with Sutton Broadcasting for use of space on communications tower on Cowee Bald Electronic Site** – Mr. Cabe summarized the history and details of the current contract and fees. He said Sutton Broadcasting is proposing to continue to pay a monthly fee for use of the space in addition to two-thirds of the U.S. Forest Service fee generally paid by Macon County, and a 3-percent annual escalator in the recommended 10-year contract

included in the agenda packet. After discussion, Commissioner Young made a motion, seconded by Commissioner Shields, to approve the sub-lease and resolution as presented. Vote was unanimous.

- (D) **Lease with Blue Ridge Broadcasting for use of space on communications tower on Cowee Bald Electronic Site** – Mr. Cabe said that Blue Ridge Broadcasting was also proposing to continue to pay a monthly fee for use of the space in addition to one-third of the U.S. Forest Service fee generally paid by Macon County, and a 3-percent annual escalator in the recommended 10-year contract included in the agenda packet. Commissioner Young made a motion, seconded by Commissioner Shields, to approve the sub-lease and resolution as presented. Vote was unanimous.

NEW BUSINESS:

- (A) **Mountain Mediation Services Dissolution In-Kind Space Request** – Gabrielle Grant, Executive Director of Mountain Mediation, explained the merger that has occurred between Mountain Mediation and HIGHTS (Helping Inspire Gifts of Hope, Trust and Service) and requested the board approve transfer of the in-kind office space use to HIGHTS. Mr. Roland stated we would need to prepare a new Memorandum of Understanding and would review and approve such at the meeting on January 10, 2023.
- (B) **Southwestern RPO Travel Demand Model Socio-Economic Data Projection for Macon County** – Amin Mohamadi Hezaveh from the North Carolina Department of Transportation (NCDOT) provided a handout [Attachment 3] and explained that the travel demand model is a pilot program aimed at addressing traffic pattern problems before they begin. He said this model has been used in urban areas, and western North Carolina is now going to pilot the model to see how it works in rural areas. Mr. Mohamadi Hazaveh said the model proposes a one-percent growth rate per year and traffic pattern data will be projected out to 2050. After a brief discussion, Chairman Higdon made a motion, seconded by Commissioner Young, to approve use of a one-percent growth rate for the model. Vote was unanimous.
- (C) **Consideration of Macon County Public Health Billing Guide and Fee Schedule** – Health Director Kathy McGaha explained that the billing guide and fee schedule have to be approved annually by the Board of Health and the Board of Commissioners in accordance with North Carolina General Statutes. She said it was

last approved on November 15, 2022, but due to some changes in the documents as well as changes in board membership, she wanted to discuss these in person tonight. Ms. McGaha highlighted and explained the reason for each of the changes and stated the Public Health Regional Administrative Consultant had assisted with the changes in wording and clarification. One of the changes Ms. McGaha pointed out was the elimination of bringing the fee plan back to this board with every change in a fee that results from an increase in supply costs. Chairman Higdon made a motion, seconded by Commissioner Shields, to approve the Billing Guide as presented. Vote was unanimous. Health Department Finance Officer Melissa Setzer provided an updated copy of the fee plan and explained fee changes that had occurred since the approval in November. Commissioner Young made a motion, seconded by Chairman Higdon to approve the fee plan as presented. Vote was unanimous. A copy of the billing guide and fee schedule are available in the office of the clerk to the Board and are hereby made a part of these minutes [Attachment 4].

- (D) **Consideration for Community Care lease agreement** – Ms. McGaha explained the partnership between Macon County Public Health and Community Care of Franklin and requested approval of the lease agreement from December 1, 2022 to June 30, 2023. Commissioner Young made a motion, seconded by Commissioner Antoine, to approve the lease as presented. Vote was unanimous.
- (E) **Consideration of bid for Transit Department parking facility** – Transit Director Darlene Asher indicated that Macon County Transit has received a bid in the amount \$254,000 for construction of an awning to cover the transit buses in their parking lot. She is requesting to award the bid to Owle Construction with the funds already approved in her budget. Commissioner Young made a motion, seconded by Chairman Higdon, to approve the request as presented. Vote was unanimous.
- (F) **Resolution to exempt engineering services for groundwater monitoring and reporting for the Solid Waste Department from the provisions of Article 3D of Chapter 143 of the North Carolina General Statutes** – Solid Waste Director Chris Stahl presented a contract with Bunnell-Lammons Engineering (BLE) to produce and submit a Corrective Action Evaluation Report to the North Carolina Division of Environmental Quality (NCDEQ) on behalf of Macon County. He requested approval of a resolution

exempting engineering services for groundwater monitoring, and approval for the county manager to execute the contract with BLE. Commissioner Young made a motion, seconded by Chairman Higdon, to approve the resolution and for the county manager to execute the contract in the amount of \$10,800 with BLE. Vote was unanimous.

- (G) **Resolution to exempt engineering services associated with the proposed turn lane required by NCDOT for the future Carson Convenience Center from the provisions of Article 3D of Chapter 143 of the North Carolina General Statutes** – Mr. Stahl presented the resolution and requested approval for the county manager to execute a contract agreement with McGill Associates to provide the permitting and construction of the required turn lane on eastbound Highway 64. Commissioner Young made a motion, seconded by Chairman Higdon, to approve the resolution as presented and for the county manager to execute the contract in the amount of \$43,650 with McGill Associates. Vote was unanimous.
- (H) **Results and recommendation regarding the Request for Proposal (RFP) for engineering services for the Solid Waste Department** – Mr. Stahl presented the results and recommendation regarding the remaining capacity (or lack thereof) at the landfill and requested the board accept the recommendation of the review committee to award the bid to McGill Associates and to authorize the county manager to enter into contract negotiations. Commissioner Antoine made a motion, seconded by Commissioner Shields, to approve the recommendation as requested and for the county manager to enter into contract negotiations with McGill Associates. Vote was unanimous.
- (I) **Omitted**
- (J) **Declaration of Sheriff's Department service weapons for retired officers to be declared surplus** – Mr. Roland shared an email from retired Sheriff Holland requesting service weapons be retired and issued to the retiring officers Lane and Burrows. He recommended the weapons be declared surplus with the retired officers paying \$1 to the county upon award of the weapon. Mr. Roland requested the same be applied for the service weapon of retired Sheriff Holland. Commissioner Shearl made a motion, seconded by Commissioner Young, to approve the request as presented. Vote was unanimous.

- (K) Discussion regarding 2023 commission liaison assignments** – Chairman Higdon said he wanted to delay the liaison assignments until the January 10, 2023 board meeting. Commissioner Shields provided a handout and proposed an application process be enacted for liaison assignments. No action was taken.
- (L) Presentation of handbook for commissioner members** – Mr. Roland presented the newly developed handbook for board members and requested members review the document and use it as a reference and resource in their role as county commissioner. A copy of the handbook is in the office of the Clerk to the Board.

CONSENT AGENDA: Upon motion by Chairman Higdon, seconded by Commissioner Shields, the board voted unanimously to approve the consent agenda as presented which includes: (A) Minutes of the December 5, 2022 special called meeting, (B) Budget Amendments #104-109, (C) Tax releases for the month of November in the amount of \$1,726.59, and (D) Monthly ad valorem tax collection report for which no action is necessary.

APPOINTMENTS:

- (A) Board of Health (1 seat)** – Chairman Higdon made a motion, seconded by Commissioner Shearl, to approve the appointment of Dr. Carlos Vargas. Vote was unanimous.
- (B) Planning Board (2 seats)** – Chairman Young made a motion, seconded by Commissioner Shields, to approve the re-appointment Mark Berry and Jean Owen for a three-year term each. Vote was unanimous.
- (C) Vaya Regional Board (1 seat)** – Chairman Higdon requested this appointment be postponed until the January 10, 2023 board meeting when other liaison appointments will be made. Board members consented to this request and no action was taken.
- (D) Social Services Board (1 seat)** – Chairman Higdon made a motion, seconded by Commissioner Young, to approve the reappointment of Anne Hyder. Vote was unanimous.

ADJOURN: With no other business, at 9:22 p.m., upon a motion from Commissioner Young, seconded by Commissioner Antoine, the board voted unanimously to adjourn.

Derek Roland
Ex Officio Clerk to the Board

Paul Higdon
Board Chair



**MACON COUNTY BOARD OF COMMISSIONERS
JOINT MEETING WITH THE
MACON COUNTY BOARD OF EDUCATION
Special Meeting
December 21, 2022**

Chairman Higdon called the meeting to order at 6:00 p.m. as provided for in the Notice of Special Meeting of the Macon County Board of Commissioners and the Macon County Board of Education, a copy of which is attached [Attachment 1] and hereby made a part of these minutes. Commissioners Paul Higdon, Josh Young, Gary Shields, Danny Antoine, John Shearl, County Manager Derek Roland, Finance Director Lori Hall, Deputy Clerk Mike Decker, Macon County School Board Members Jim Breedlove, Hilary Wilkes, Stephanie Laseter, Diedre Breeden, Superintendent Dr. Chris Baldwin, members of the new media and members of the general public were present.

Chairman Higdon welcomed everyone in attendance and asked members of both boards to introduce themselves.

PUBLIC COMMENT: **Mark Sutton** spoke in support of a new Franklin High School and identified some of the ADA (Americans with Disabilities Act) concerns that he has experienced at the current facility. **John Deville** spoke in support of a new Franklin High School on the current property, continuation of the current faculty and staff committee, and support of Commissioner Shields remaining as the liaison. **John Mira-Knippel** spoke in support of a new Franklin High School with an increase in vocational opportunities for students and improved facilities, which will help in the recruitment of workforce and the working-age population, which will then help to support the local economy and keep businesses operating. **Melissa Faetz** spoke about the challenges her child has navigating the current Franklin High School campus and the safety issues that have been identified. She stated there is a lack of equitable education for those with physical disabilities and said she had contacted disability rights requesting assistance with pursuing any legal avenues necessary to ensure these issues are addressed. **Danny Prince** shared a quote from George Washington and encouraged the boards to be transparent as they make policies. **Richard Lightener** spoke in support of responsible planning and spending. He encouraged board members to maintain what we build, do it correctly, budget accordingly and decrease wasteful spending.

LS3P FRANKLIN HIGH SCHOOL PROJECT UPDATE: Architect Paul Boney thanked the liaisons and committees that have been involved so far and said there is still a lot of work to be done and the public comments given demonstrate that. He gave an overview of grant opportunities and reasons for applying for a 50 million dollar grant for the Franklin High School project. Mr. Boney provided drawings of the proposed project and indicated he will be sharing estimates on all items in the drawings in January.

MACON MIDDLE SCHOOL LOCKER ROOM FACILITY UPDATE: Mr. Roland provided a handout explaining the project cost, funding obligation as of December 21, 2022, last board action taken, and next steps required [Attachment 2], a copy of which is attached and hereby made a part of these minutes. He shared that on October 18, 2022, the bid for this project was awarded to Carolina Specialties Construction and that a contract has been executed with total project cost of \$2,519,250 with \$2,640,000 budgeted for the project.

HIGHLANDS MIDDLE SCHOOL RENOVATIONS UPDATE: Mr. Roland referred to the aforementioned handout and stated that on December 13, 2022, LS3P was approved as the architectural firm and the county manager was authorized to enter into contract negotiations with them. He stated the total project cost is \$697,730 with \$300,000 received from the N.C. Education Lottery Repair and Renovation Fund as year one funding and that an additional \$500,000 is expected as year two funding. Mr. Roland said he still needs to finalize approval of the contract with LS3P.

HIGHLANDS PRE-K PROJECT UPDATE: Mr. Roland referred to the aforementioned handout and stated that on November 8, 2022, LS3P was approved as the architectural firm contingent upon approval of the scope of services by the school board. He indicated that the total project cost is \$4,700,000 and no funding mechanism has been identified for the project at this time. Mr. Roland clarified that the board had approved \$379,255 for LS3P to complete the design. He said determining the funding mechanism for the project needs to be completed and then the project bidding process can be initiated. Ms. Wilkes requested the name of this project be changed to Highlands School Project as it involves more than the Pre-K portion.

OTHER ITEMS FOR DISCUSSION:

- A. Highlands Soccer Field** - Mr. Roland referred to the aforementioned handout and stated that on October 18, 2022, the board authorized the school system to proceed with seeking bids. Dr. Baldwin said the bids are due back by the end of January for a total project cost of \$840,000 with no funding obligated at this time. Mr. Roland said once the bids are received, the school board would need to evaluate them and

prioritize this project along with the other projects being considered.

- B. Macon Middle School Track** - Mr. Roland referred to the aforementioned handout and stated that on October 18, 2022, the board authorized the school system to proceed with seeking bids. Dr. Baldwin said the bids are due back by the end of January for a total project cost ranging between \$644,909 and \$926,500 with no funding obligated at this time. Mr. Roland said once the bids are received, the school board would need to evaluate them and prioritize this project along with the other projects being considered.
- C. Macon Middle School Dislodged Vent Pipes** – Macon County Schools Maintenance Director Tracy Tallent indicated that a recent smoke test had been conducted due to a sewage odor in the building. He indicated that a camera test had also been conducted and that the tests showed several breaches in plumbing in the kitchen, locker rooms, and other areas of the school. Mr. Tallent said some of the breaches had been repaired, but others were not accessible and had not been repaired. Dr. Baldwin said some back flow preventers had been installed in areas that could not be repaired and have improved the odor by 70 percent. He said they are waiting on the estimators at LS3P to determine repair cost.

After a lengthy discussion, Chairman Higdon made a motion that the Highlands Pre-K project as well as A, B, and C under Other Items noted above be sent back to the Board of Education for further discussion and prioritization. Motion failed due to lack of a second. After additional lengthy discussion regarding funding options for projects, attempted clarification of the need to have project prioritized and included in the fiscal year budget, and project planning, at 9:30 p.m. Commissioner Young made a motion to adjourn, seconded by Commissioner Shearl. Vote 5-0.

Derek Roland
Ex Officio Clerk to the Board

Paul Higdon
Board Chair

MACON COUNTY BUDGET

AMENDMENT # | 20

FROM: | JOHN L FAY

DEPARTMENT: | HOUSING

EXPLANATION: | RECEIVE NEW FUNDING

ACCOUNT		DESCRIPTION	LINE ITEM	
ORG	ITEM	HEALTHY HOMES HCHF/NHF	INCREASE	DECREASE
513831	447282	REVENUE	60,000	
	550001	SALARY		
	550201	MEDICARE/FICA		
	550203	HOSPITALIZATION		
	550204	UNEMPLOYMENT INSURANCE		
	550205	WORKMAN'S COMPENSATION		
	550206	LIFE INSURANCE		
	550207	RETIREMENT GENERAL		
	550701	COUNTY 401K		
515927	556034	WAP PROGRAM OPERATIONS	60,000	
Totals			60,000	

REQUESTED BY DEPARTMENT HEAD | John Fay

RECOMMENDED BY FINANCE OFFICER | [Signature]

APPROVED BY COUNTY MANAGER | _____

ACTION BY BOARD OF COMMISSIONERS | 1/10/2023

APPROVED AND ENTERED ON MINUTES DATED | _____

CLERK | _____

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



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

TO: MACON COUNTY COMMISSIONERS

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

DATE: January 05, 2023

RE: Releases for December, 2022

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

AMOUNT OF RELEASES FOR DECEMBER 2022: \$ 6,740.67

RELEASES REPORT
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
143938 3061 DILLARD ROAD, LLC	2022-85289 DY: 0RP:7429864778	ZAD	12/31/9999 11:16:28 AM			
38288 BATES SEPTIC TANK CONCRETE	2021-204185	LAS	12/31/9999 9:03:22 AM	F10 ADVLTAX G01 ADVLTAX L01 FFEFEE TOTAL RELEASES:	270,830.00 270,830.00 270,830.00 1,360.57	81.25 1,083.32 216.00
38288 BATES SEPTIC TANK CONCRETE	2019-204185	LAS	12/31/9999 9:01:45 AM	F01 ADVLTAX F01 PEN FEE G01 ADVLTAX G01 PEN FEE TOTAL RELEASES:	28,917.00 28,917.00 28,917.00 28,917.00 144.58	15.76 1.58 115.67 11.57
38288 BATES SEPTIC TANK CONCRETE	2020-204185	LAS	12/31/9999 9:02:19 AM	F01 ADVLTAX F01 PEN FEE G01 ADVLTAX G01 PEN FEE TOTAL RELEASES:	34,810.00 34,810.00 34,810.00 34,810.00 164.34	18.97 1.90 130.43 13.04
38288 BATES SEPTIC TANK CONCRETE	2022-204185	LAS	12/31/9999 9:05:06 AM	F01 ADVLTAX G01 ADVLTAX TOTAL RELEASES:	28,917.00 28,917.00 124.11	15.76 108.35
38288 BATES SEPTIC TANK CONCRETE	2014-204185	LAS	12/31/9999 8:57:11 AM	F01 ADVLTAX G01 ADVLTAX G01 PEN FEE TOTAL RELEASES:	28,917.00 28,917.00 28,917.00 147.48	20.24 115.67 11.57
38288 BATES SEPTIC TANK CONCRETE	2015-204185	LAS	12/31/9999 8:57:56 AM	F01 ADVLTAX F01 PEN FEE G01 ADVLTAX G01 PEN FEE TOTAL RELEASES:	44,337.00 44,337.00 44,337.00 44,337.00 150.70	13.30 1.33 123.70 12.37
38288 BATES SEPTIC TANK CONCRETE	2014			F01 ADVLTAX G01 ADVLTAX TOTAL RELEASES:	34,810.00 34,810.00 136.98	15.49 121.49

RUN DATE: 1/5/2023 12:25 PM

RELEASES REPORT
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
38288 BATES SEPTIC TANK CONCRETE	2016-204185	LAS	12/31/9999 8:58:32 AM			
				F01 ADVLTAX	34,810.00	15.49
				F01 PEN FEE	34,810.00	1.55
				G01 ADVLTAX	34,810.00	121.49
				G01 PEN FEE	34,810.00	12.15
				TOTAL RELEASES:		150.68
38288 BATES SEPTIC TANK CONCRETE	2017-204185	LAS	12/31/9999 8:59:10 AM			
				F01 ADVLTAX	34,810.00	18.97
				F01 PEN FEE	34,810.00	1.90
				G01 ADVLTAX	34,810.00	121.49
				G01 PEN FEE	34,810.00	12.15
				TOTAL RELEASES:		154.51
38288 BATES SEPTIC TANK CONCRETE	2018-204185	LAS	12/31/9999 8:59:56 AM			
				F01 ADVLTAX	34,810.00	18.97
				F01 PEN FEE	34,810.00	1.90
				G01 ADVLTAX	34,810.00	121.49
				G01 PEN FEE	34,810.00	12.15
				TOTAL RELEASES:		154.51
138971 BELLAVANCE, CHARLENE	2022-300585	LAS	12/31/9999 2:01:18 PM			
				F04 ADVLTAX	900.00	0.65
				G01 ADVLTAX	900.00	3.60
				L01 FFEFEE	900.00	108.00
				TOTAL RELEASES:		112.25
78499 BORCON, INC	2022-206677	LAS	12/31/9999 8:31:06 AM			
				F07 ADVLTAX	25,000.00	28.90
				G01 ADVLTAX	25,000.00	100.00
				G01 PEN FEE	25,000.00	10.00
				TOTAL RELEASES:		138.90
78499 BORCON, INC	2012-206677	LAS	12/31/9999 8:20:26 AM			
				F07 ADVLTAX	25,000.00	14.75
				F07 PEN FEE	25,000.00	1.48
				G01 ADVLTAX	25,000.00	69.75
				G01 PEN FEE	25,000.00	6.98
				TOTAL RELEASES:		92.96
78499 BORCON, INC	2014-206677	LAS	12/31/9999 8:22:55 AM			
				F07 ADVLTAX	25,000.00	17.25
				F07 PEN FEE	25,000.00	1.73

RELEASES REPORT
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
78499 BORCON, INC	2013-206677	LAS	12/31/9999 8:22:15 AM	CLERICAL ERROR		
				CLERICAL ERROR		
				NCSOS CERTIFICATE OF DISSOLUTION		
				2011		
				DY: PERSONAL PROPERTY		
				G01 ADVL TAX	25,000.00	69.75
				G01 PEN FEE	25,000.00	6.98
				TOTAL RELEASES:		95.71
78499 BORCON, INC	2018-206677	LAS	12/31/9999 8:26:59 AM	CLERICAL ERROR		
				CLERICAL ERROR		
				CLERICAL ERROR		
				CLERICAL ERROR		
				NCSOS CERTIFICATE OF DISSOLUTION		
				F07 ADVL TAX	25,000.00	17.25
				F07 PEN FEE	25,000.00	1.73
				G01 ADVL TAX	25,000.00	69.75
				G01 PEN FEE	25,000.00	6.98
				TOTAL RELEASES:		95.71
78499 BORCON, INC	2017-206677	LAS	12/31/9999 8:26:22 AM	CLERICAL ERROR		
				CLERICAL ERROR		
				CLERICAL ERROR		
				CLERICAL ERROR		
				NCSOS CERTIFICATE OF DISSOLUTION		
				F07 ADVL TAX	25,000.00	25.23
				F07 PEN FEE	25,000.00	2.52
				G01 ADVL TAX	25,000.00	87.25
				G01 PEN FEE	25,000.00	8.73
				TOTAL RELEASES:		123.73
78499 BORCON, INC	2016-206677	LAS	12/31/9999 8:25:39 AM	CLERICAL ERROR		
				CLERICAL ERROR		
				CLERICAL ERROR		
				CLERICAL ERROR		
				NCSOS CERTIFICATE OF DISSOLUTION		
				F07 ADVL TAX	25,000.00	25.23
				F07 PEN FEE	25,000.00	2.52
				G01 ADVL TAX	25,000.00	87.25
				G01 PEN FEE	25,000.00	8.73
				TOTAL RELEASES:		123.73
78499 BORCON, INC	2015-206677	LAS	12/31/9999 8:25:02 AM	CLERICAL ERROR		
				CLERICAL ERROR		
				CLERICAL ERROR		
				CLERICAL ERROR		
				NCSOS CERTIFICATE OF DISSOLUTION		
				F07 ADVL TAX	25,000.00	21.68
				F07 PEN FEE	25,000.00	2.17
				G01 ADVL TAX	25,000.00	87.25
				G01 PEN FEE	25,000.00	8.73
				TOTAL RELEASES:		119.83
78499 BORCON, INC	2020-206677	LAS	12/31/9999 8:29:51 AM	CLERICAL ERROR		
				CLERICAL ERROR		
				CLERICAL ERROR		
				CLERICAL ERROR		
				NCSOS CERTIFICATE OF DISSOLUTION		
				F07 ADVL TAX	25,000.00	21.68
				F07 PEN FEE	25,000.00	2.17
				G01 ADVL TAX	25,000.00	87.25
				G01 PEN FEE	25,000.00	8.73
				TOTAL RELEASES:		119.83
78499 BORCON, INC				CLERICAL ERROR		
				CLERICAL ERROR		
				CLERICAL ERROR		
				F07 ADVL TAX	25,000.00	26.40
				F07 PEN FEE	25,000.00	2.64
				G01 ADVL TAX	25,000.00	93.68

RELEASES REPORT
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
78499 BORCON, INC	2019-206677	LAS	12/31/9999 8:29:12 AM	CLERICAL ERROR		
				NCSOS CERTIFICATE OF DISSOLUTION 2011		
				DY: PERSONAL PROPERTY		
				G01 PEN FEE	25,000.00	9.37
TOTAL RELEASES:						132.09
78499 BORCON, INC	2021-206677	LAS	12/31/9999 8:30:24 AM	F07 ADVL TAX	25,000.00	26.40
				F07 PEN FEE	25,000.00	2.64
				G01 ADVL TAX	25,000.00	93.68
				G01 PEN FEE	25,000.00	9.37
TOTAL RELEASES:						132.09
95867 CAROLINA GASTROENTEROLOGY	2019-206901	LAS	12/31/9999 8:36:18 AM	F07 ADVL TAX	25,000.00	26.40
				F07 PEN FEE	25,000.00	2.64
				G01 ADVL TAX	25,000.00	100.00
				G01 PEN FEE	25,000.00	10.00
TOTAL RELEASES:						139.04
95867 CAROLINA GASTROENTEROLOGY	2015-206901	LAS	12/31/9999 8:33:35 AM	F01 ADVL TAX	17,536.00	9.55
				F01 PEN FEE	17,536.00	0.96
				G01 ADVL TAX	17,536.00	65.71
				G01 PEN FEE	17,536.00	6.57
TOTAL RELEASES:						82.79
95867 CAROLINA GASTROENTEROLOGY	2016-206901	LAS	12/31/9999 8:34:16 AM	F01 ADVL TAX	17,536.00	7.80
				F01 PEN FEE	17,536.00	0.78
				G01 ADVL TAX	17,536.00	61.20
				G01 PEN FEE	17,536.00	6.12
TOTAL RELEASES:						75.90
95867 CAROLINA GASTROENTEROLOGY	2017-206901	LAS	12/31/9999 8:34:55 AM	F01 ADVL TAX	17,536.00	7.80
				F01 PEN FEE	17,536.00	0.78
				G01 ADVL TAX	17,536.00	61.20
				G01 PEN FEE	17,536.00	6.12
TOTAL RELEASES:						75.90
95867 CAROLINA GASTROENTEROLOGY	2017-206901	LAS	12/31/9999 8:34:55 AM	F01 ADVL TAX	17,536.00	9.55
				F01 PEN FEE	17,536.00	0.96
				G01 ADVL TAX	17,536.00	61.20

RELEASES REPORT
Macon County

NAME	BILL NUMBER	CLERICAL ERROR	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
CAROLINA GASTROENTEROLOGY	2018-206901	CLERICAL ERROR	LAS	12/31/9999 8:35:32 AM	G01 PEN FEE	17,536.00	6.12
		NCSOS CERTIFICATE OF DISSOLUTION			TOTAL RELEASES:	77.83	
		DY: PERSONAL PROPERTY					
CAROLINA GASTROENTEROLOGY	2014-206901	CLERICAL ERROR	LAS	12/31/9999 8:33:02 AM	F01 ADVL TAX	17,536.00	9.55
		CLERICAL ERROR			F01 PEN FEE	17,536.00	0.96
		CLERICAL ERROR			G01 ADVL TAX	17,536.00	61.20
		CLERICAL ERROR			G01 PEN FEE	17,536.00	6.12
		NCSOS CERTIFICATE OF DISSOLUTION	TOTAL RELEASES:	77.83			
		2013					
		DY: PERSONAL PROPERTY					
DOGWOOD COMPANY OF WNC, LLC	2022-81517	CLERICAL ERROR	DLR	12/31/9999 1:47:54 PM	F01 ADVL TAX	17,536.00	5.25
		CLERICAL ERROR			G01 ADVL TAX	17,536.00	48.93
		CLERICAL ERROR			TOTAL RELEASES:	54.18	
		NCSOS CERTIFICATE OF DISSOLUTION					
		2013					
		DY:0RP:6595894910					
HIRSHBERG, MARCY	2022-85322	CLERICAL ERROR	ZAD	12/31/9999 12:23:53 PM	F01 ADVL TAX	20,820.00	14.57
		CLERICAL ERROR			G01 ADVL TAX	20,820.00	83.28
		CLERICAL ERROR			L01 FFEFEE	20,820.00	108.00
		CLERICAL Error			TOTAL RELEASES:	205.85	
		DY:0RP:7438739653					
		ILLEGAL TAXES OR LEVIED FOR AN					
		ILLEGAL PURPOSE					
		ILLEGAL TAXES OR LEVIED FOR AN					
		ILLEGAL PURPOSE					
		ILLEGAL TAXES OR LEVIED FOR AN					
		ILLEGAL PURPOSE					
		DWELLING INHABITABLE					
		DY: PERSONAL PROPERTY					
PHH COMMUNICATIONS INC	2015-103131	CLERICAL ERROR	LAS	12/31/9999 8:43:01 AM	F10 ADVL TAX	268,260.00	80.48
		CLERICAL ERROR			G01 ADVL TAX	268,260.00	1,073.04
		CLERICAL ERROR			L01 FFEFEE	268,260.00	108.00
		CLERICAL Error			TOTAL RELEASES:	1,261.52	
		DY: PERSONAL PROPERTY					
		ILLEGAL TAXES OR LEVIED FOR AN					
		ILLEGAL PURPOSE					
		ILLEGAL TAXES OR LEVIED FOR AN					
		ILLEGAL PURPOSE					
		ILLEGAL TAXES OR LEVIED FOR AN					
		ILLEGAL PURPOSE					
		DWELLING INHABITABLE					
		DY: PERSONAL PROPERTY					
PHH COMMUNICATIONS INC	2013-103131	CLERICAL ERROR	LAS	12/31/9999 8:38:10 AM	G01 ADVL TAX	33,332.00	116.32
		CLERICAL ERROR			G01 PEN FEE	33,332.00	11.63
		CLERICAL ERROR			TOTAL RELEASES:	127.95	
		NCSOS CERTIFICATE OF DISSOLUTION					
		2011					
		DY: PERSONAL PROPERTY					
PHH COMMUNICATIONS INC	2014-103131	CLERICAL ERROR	LAS	12/31/9999 8:38:53 AM	G01 ADVL TAX	33,332.00	93.00
		CLERICAL ERROR			G01 PEN FEE	33,332.00	9.30
		CLERICAL ERROR			TOTAL RELEASES:	102.30	
		NCSOS CERTIFICATE OF DISSOLUTION					
		2011					
		DY: PERSONAL PROPERTY					
PHH COMMUNICATIONS INC	2014-103131	CLERICAL ERROR	LAS	12/31/9999 8:38:53 AM	G01 ADVL TAX	33,332.00	93.00
		CLERICAL ERROR					

RELEASES REPORT
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
PHH COMMUNICATIONS INC	2012-103131	LAS	12/31/9999 8:37:35 AM	G01 PEN FEE	33,332.00	9.30
				TOTAL RELEASES:		102.30
PHH COMMUNICATIONS INC	2016-103131	LAS	12/31/9999 8:43:48 AM	G01 ADVLTAX	33,332.00	93.00
				G01 PEN FEE	33,332.00	9.30
				TOTAL RELEASES:		102.30
PHH COMMUNICATIONS INC	2014-51548	LAS	12/31/9999 8:46:21 AM	G01 ADVLTAX	33,332.00	116.32
				G01 PEN FEE	33,332.00	11.63
				TOTAL RELEASES:		127.95
TOPLINE TIRE AND AUTO INC.	2015-51548	LAS	12/31/9999 8:46:56 AM	F10 ADVLTAX	10,000.00	0.90
				G01 ADVLTAX	10,000.00	27.90
				TOTAL RELEASES:		28.80
TOPLINE TIRE AND AUTO INC.	2013-51548	LAS	12/31/9999 8:45:50 AM	F10 ADVLTAX	10,000.00	1.08
				F10 PEN FEE	10,000.00	0.11
				G01 ADVLTAX	10,000.00	34.90
				G01 PEN FEE	10,000.00	3.49
				TOTAL RELEASES:		39.58
TOPLINE TIRE AND AUTO INC.	2012-51548	LAS	12/31/9999 8:45:05 AM	F10 ADVLTAX	10,000.00	0.90
				F10 PEN FEE	10,000.00	0.09
				G01 ADVLTAX	10,000.00	27.90
				G01 PEN FEE	10,000.00	2.79
				TOTAL RELEASES:		31.68
TOPLINE TIRE AND AUTO INC.	2010	LAS	12/31/9999 8:45:05 AM	F10 ADVLTAX	10,000.00	0.90
				F10 PEN FEE	10,000.00	0.09
				G01 ADVLTAX	10,000.00	27.90
				G01 PEN FEE	10,000.00	2.79
				TOTAL RELEASES:		31.68
NET RELEASES PRINTED:						6,740.67
TOTAL TAXES RELEASED						6,740.67

Macon County
Advalorem Tax Collections Report
 Year To Date December 2022 Tax Year 2022

TAX YEAR 2022 Month To Date December 2022 Tax Year 2022									
Month to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance	
General Tax	10,687,877.57	25,261.20	-753.24	0.00	-13.25	10,712,372.28	-5,556,602.17	5,155,770.11	
Fire Districts	1,581,422.50	3,002.11	-74.94	0.00	-1.79	1,584,347.88	-796,455.24	787,892.64	
Landfill User Fee	927,871.12	0.00	-216.00	0.00	-0.08	927,655.04	-458,831.78	468,823.26	
TOTAL:	13,197,171.19	28,263.31	-1,044.18	0.00	-15.12	13,224,375.20	-6,811,889.19	6,412,486.01	

TAX YEAR 2022 Year To Date December 2022 Tax Year 2022										
Year to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance	This Year Collection Percentage Tax Year 2021 As of 12/31/2022	Last Year Collection Percentage Tax Year 2020 As of 12/31/2021
General Tax	37.74	32,194,240.08	-26,578.66	0.00	-1143.08	32,166,556.08	-27,010,748.23	5,155,770.11	83.97%	83.21
Fire Districts	7.57	4,647,217.69	-3,929.73	0.00	-182.33	4,643,113.20	-3,855,212.99	787,892.64	83.03%	82.55
Landfill User Fee	216.00	2,939,328.00	-1,817.18	0.00	-6.59	2,937,720.23	-2,468,680.97	468,823.26	84.04%	83.75
TOTAL:	261.31	39,780,785.77	-32,325.57	0.00	-1332.00	39,747,389.51	-33,334,642.19	6,412,486.01	83.87%	83.18