

**MACON COUNTY BOARD OF COMMISSIONERS**  
**January 12, 2021**  
**AGENDA**

1. Call to order and welcome by Chairman Tate
2. Announcements
  - A. FY 21-22' Budget Work-session- *County Manager, Derek Roland*
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – **6:00 p.m.** – Proposed names for new roads and changes to certain existing road names, assigning a range of road numbers to new roads and changes to certain ranges in connection with existing roads – *Angie Kinsland/911 Addressing Coordinator*  
**NOTE:** The board will consider an amendment to the county's ordinance regarding approval of the new road names and the range of road numbers immediately following the hearing.
6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
  - A. FY 19-20 audit presentation-*Jill Vang, Martin Starnes & Associates, CPAs, P.A.*
  - B. Introduction of Franklin Fire Department Chief Ben Ormond, and sub-station update. *Town of Franklin*
  - C. Update on 4-H Activities- *Tamara Talley, 4-H and Youth Development, Agent*
  - D. Update on COVID-19 Testing and Vaccinations. *Kathy McGaha, Health Director*

10. Old Business

- A. Formal acceptance of offer to purchase county property, being more particularly described as deed reference D-13/141, PIN # 6584-36-9478- *Derek Roland, County Manager*

11. New Business

- A. Consider approval of a Findings Resolution authorizing the submission of a financing application to the LGC for MMS Renovation Project- *Lori Carpenter, Finance Director*
- B. Set public hearing date for MMS Renovation Project proposed financing- *Lori Carpenter, Finance Director*
- C. Review funding options of a direct bank loan vs. the issuance of public bonds for MMS Renovation Project and Refinancings- *Lori Carpenter, Finance Director*
- D. Consider approval of interlocal agreement between Macon County and Macon County Schools for the MMS Renovation Project- *Lori Carpenter, Finance Director*
- E. Designation of voting delegate for NCACC Legislative Goals Conference- *Derek Roland, County Manager*

12. Consent Agenda – Attachment

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

- A. Approval of Minutes- November 10, 2020, December 7, 2020, December 8, 2020
- B. Budget Amendment #'s 129-134
- C. Tax Releases in the amount of \$948.73 for December 2020
- D. Tax Office Monthly Report

13. Appointments

14. Closed session (if necessary)

15. Adjourn/Recess

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** January 12, 2021

**DEPARTMENT/AGENCY:** 911 Addressing

**SUBJECT MATTER:** Public Hearings

**COMMENTS/RECOMMENDATION:**

Proposed names for new roads and changes to certain existing road names, assigning a range of road numbers to new roads and changes to certain ranges in connection with existing roads - *Angie Kinsland/911 Addressing Coordinator*

**NOTE:** The board will consider an amendment to the county's ordinance regarding approval of the new road names and the range of road numbers immediately following the hearing.

Attachments  Yes  No

Agenda Item 5

JANUARY 12, 2021, AMENDMENT TO MACON COUNTY ROAD NAMING  
AND NUMBERING SYSTEM ORDINANCE HERETOFORE CODIFIED AS  
CHAPTER 14 OF THE MACON COUNTY CODE

WHEREAS, pursuant to Resolution of the Macon County Board of County Commissioners, duly adopted in Regular Session on the 6<sup>th</sup> day of August, 2001, and after public hearing thereon, Chapters 13 and 14 of the Macon County Code were amended by restating the same and codifying them as Chapter 14 of the Macon County Code, the same being known as the Macon County Road Naming and Numbering System Ordinance; and

WHEREAS, such Ordinance as originally adopted has been previously amended by Amendments; and

WHEREAS, there are additional new roads located within the County of Macon, the names of which were not included in said Ordinance; and

WHEREAS, there have been requests for road name changes within the County of Macon; and

WHEREAS, a request has been made for new ranges of numbers for certain roads within the County of Macon; and

WHEREAS, a public hearing concerning the naming of the new roads all within the County of Macon and not within any city and to assign a range of road numbers in connection with the same, to consider requests for road name changes in Macon County, and to consider a changes of ranges of numbers for certain roads within Macon County, was duly noticed and was duly held on the 12<sup>th</sup> day of January, 2021, at 6:00 o'clock, p.m., in accordance with the notice of public hearing which was posted and published as by law provided; and

WHEREAS, the County of Macon, pursuant to N.C. Gen. Stat. § 153A-239.1 may name, rename or assign street numbers on any road within the County, and not within a City; and

WHEREAS, the Macon County Board of Commissioners has determined that it will be in the best interests of its citizens and will improve their health and welfare, to amend the Ordinance heretofore adopted, as previously amended, as set forth hereinafter by adding thereto the names of additional roads within the County of Macon and assigning a range of road numbers in connection with the same, making road name changes for certain roads in the County of Macon, and making a new range of numbers for certain roads within the County of Macon.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Macon, State of North Carolina:

The Ordinance known as the Macon County Road Naming and Numbering System Ordinance, heretofore adopted and codified as Chapter 14 of the Macon County Code is hereby further amended by:

1. Adding all of those new road names and by assigning a range of road numbers in connection with the same as appear on that Section of Exhibit "A" which is attached hereto and incorporated herein by reference, and which is entitled thereon, "New Roads and Range of Road Numbers";
2. Making changes of the road names as the same appear on that Section of Exhibit "A" which is attached hereto and incorporated herein by reference, and which is entitled thereon, "Road Name Changes"; and
3. Making a new and replacement range of road numbers for those certain roads as the same appear on that Section of Exhibit "A" which is attached hereto and incorporated herein by reference, and which is entitled thereon "Range Changes".

Except as so amended herein, the remainder of Chapter 14 of the Macon County Code shall be and remain in full force and effect.

Upon Motion by Commissioner \_\_\_\_\_, and seconded by Commissioner \_\_\_\_\_, the foregoing Amendment to said Ordinance was approved at the January 12, 2021 Regular Meeting of the Macon County Board of County Commissioners by unanimous vote and is therefore enacted.

This the 12<sup>th</sup> day of January, 2021.

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

ATTEST:

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

( COUNTY SEAL )



# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** January 12, 2021

**DEPARTMENT/AGENCY:** Board of Commissioners

**SUBJECT MATTER:** Sale of County Property

### COMMENTS/RECOMMENDATION:

Following submittal of an offer to purchase the county owned property, more particularly described in deed reference D-13/141, PIN # 6584-36-9478 by Edgar B. Shope, in the amount of \$185,000, and completion of the upset bid process regarding the same, the Board of Commissioners must now formally accept or reject the \$185,000 offer, previously submitted by Mr. Shope.

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

Agenda Item 10A

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** January 12, 2021

**DEPARTMENT/AGENCY:** Finance

**SUBJECT MATTER:** Macon Middle School Renovations

**11A.** Resolution supporting an application to the Local Government Commission for its approval of a financing agreement- 2021 Macon Middle School Improvements and Loan Refinancings. (ATTACHMENT)

**11B.** Call for public hearing on proposed financing to be held at the February 9, 2021 Board Meeting.

**11C.** Review funding options of a direct bank loan vs. the issuance of bonds for financing the Macon Middle School Renovation Project and Loan Refinancings.

**11D.** Consideration of an interlocal agreement between Macon County and Macon County Schools for the Macon Middle School Renovation Project. (ATTACHMENT)

### COMMENTS/RECOMMENDATION:

Additional information pertaining to agenda items **11A-11D** will provided by Finance and Administration at the meeting.

Attachments   X   Yes        No

Agenda Item 11A-11D



**Resolution supporting an application to the Local Government  
Commission for its approval of a financing agreement  
- 2021 Macon Middle School Improvements and Loan Refinancings**

***WHEREAS --***

The Macon County Board of Commissioners (the "Board") has previously determined to carry out improvements and renovations to Macon Middle School. The Board has also made a preliminary determination to finance this project through an installment financing, as authorized under Section 160A-20 of the North Carolina General Statutes. The Board has been advised that the County may be able to save money by refinancing some of its outstanding loans at the same time.

North Carolina law requires that the County's financing be approved by the North Carolina Local Government Commission (the "LGC"), a division of the North Carolina State Treasurer's office. Under the LGC's guidelines, this governing body must make certain findings of fact to support the County's application for the LGC's approval of the County's financing arrangements.

**1. THEREFORE, BE IT RESOLVED as follows:**

(a) The County makes a preliminary determination to finance approximately \$16,000,000 to pay capital costs of the proposed school improvements and related financing costs.

(b) In addition, the County makes a preliminary determination to finance an amount estimated as up to approximately \$11,500,000 to refinance existing loans. The amount for refinancing may be reduced depending on which County loans can be efficiently refinanced, and will include amounts for financing costs.

(c) The Board will determine the final amount to be financed by a later resolution. The final amounts financed may be slightly lower or slightly higher than as described above. Some of the financing proceeds may represent reimbursement to the County for prior expenditures on project costs.

**2. The Board makes the following findings of fact in support of the County's application to the LGC:**

(a) The proposed project is necessary and appropriate for the County under all the circumstances.

(b) The proposed installment financing is preferable to a bond issue for the same purposes. The school financing is for a discrete facility and is therefore particularly suitable for installment financing. The financings to be refinanced are either already installment financings or can otherwise effectively be combined with this new installment financing.

The County has no meaningful ability to issue non-voted general obligation bonds for this project. This project will produce no revenues that could be used to support a self-liquidating financing. The County expects that in the current interest rate environment for municipal securities there would be no material difference in the overall financing costs between general obligation bonds and installment financings for this project.

(c) The estimated sums to fall due under the proposed financing contract are adequate and not excessive for the proposed purpose. The County will closely review proposed financing rates against market rates with guidance from the LGC and the County's financial adviser. All amounts financed will reflect either approved contracts, previous actual expenditures, or professional estimates.

(d) As confirmed by the County's Finance Officer, (i) the County's debt management procedures and policies are sound and in compliance with law, and (ii) the County is not in default under any of its debt service obligations.

(e) Given the County's need for the project, the Board believes that the effect on the County's budget and the tax rate impact will be reasonable under all the circumstances. The County Board will work to minimize the tax rate impact of the borrowing in a manner consistent with moving forward with the project and addressing the full range of County needs. The refinancings will result in a lower debt service burden for the County.

(f) The County Attorney is of the opinion that the proposed project is authorized by law and is a purpose for which public funds of the County may be expended pursuant to the Constitution and laws of North Carolina.

**3. Additionally, the Board resolves as follows:**

(a) The County intends that the adoption of this resolution will be a declaration of the County's official intent to reimburse project expenditures from financing proceeds. The County intends that funds that have been advanced for project costs, or which may be so advanced, from the County's general fund, or any other County fund, may be reimbursed from the financing proceeds.

(b) The Board directs the County Manager and the Finance Officer to take all appropriate steps toward the completion of the financing, including (i) completing an application to the LGC for its approval of the proposed financing, and (ii) soliciting one or more proposals from financial institutions to provide the financing. The Board ratifies all prior actions of County representatives in this regard.

(c) The Board will hold a public hearing on the proposed financing contract. The Board directs the County Manager and the Clerk to this Board to determine an appropriate date for the hearing and to publish notice of the hearing as required by law.

\*\*\*\*\*

I certify as follows: that the foregoing resolution was properly adopted at a meeting of the Board of Commissioners of Macon County, North Carolina; that this meeting was properly called and held on January 12, 2021; that a quorum was present and acting throughout this meeting; and that this resolution has not been modified or amended, and remains in full effect as of today.

Dated this \_\_\_ day of \_\_\_\_\_, 2021.

[SEAL]

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

**STATE OF NORTH CAROLINA  
COUNTY OF MACON**

**INTERLOCAL AGREEMENT**

THIS AGREEMENT, made as of the 1<sup>st</sup> day of January, 2021, by and between the COUNTY OF MACON, a body politic and corporate of the State of North Carolina (hereinafter sometimes referred to as the "County") and the MACON COUNTY BOARD OF EDUCATION, a school administrative unit of North Carolina (hereinafter sometimes referred to as the "Board of Education" or "Board," and collectively the "Parties"):

WITNESSETH:

WHEREAS, G.S §160A-460 et. seq. authorizes interlocal cooperation between units of local government in the joint exercise of powers as provided therein:

WHEREAS, pursuant to G.S. §160A-20, as amended, the County may finance the acquisition of property and the construction of fixtures or improvements on real property by contracts that create in the fixtures or improvements, or in all or some portion of the property upon which the fixtures or improvements are located, or in both, a security interest to secure repayment of the moneys advanced or available for construction;

WHEREAS, the County acquired that certain real property located at 1345 Wells Grove Road, Franklin, as described in that deed dated October 8, 1973, from Leonard Horn and wife, Leota M. Horn to Macon County, recorded in the Office of the Register of Deeds for Macon County, North Carolina in Deed Book W-9 at page 161, and in that deed dated August 29, 1994 from the Board of Education to the County, recorded in the Office of the Register of Deeds for Macon County in Deed Book O-20, pages 160-163, upon which the Parties cooperated to construct the Macon Middle School building and additions thereto (the "School Property");

WHEREAS, it is now the intent of the Parties that the existing school facilities located on the School Property will be expanded, renovated, repaired, and improved (hereinafter the "School Project,");

WHEREAS, the County will attempt to arrange to finance the School Project pursuant to an Installment Financing Contract, (the "Installment Financing Contract"), between the County and Lenders of its choosing (the "Lenders") and upon terms that it deems to be satisfactory to itself within its sole discretion, pursuant to which the Lenders will advance to the County amounts sufficient to pay the costs of construction of the School Project and other components of the Project (as defined in the Installment Financing Agreements), and the County will agree to repay the advance, with interest, in Installments (the "Installment Payments");

WHEREAS, the County's obligations under the Installment Financing Agreements, including the making of the Installment Payments thereunder, will be secured by Deeds of Trust granting a lien on the School Property and including all buildings, improvements and fixtures located thereon, all to be more fully described in a Deed of Trust and other evidences of indebtedness;

WHEREAS, G.S. §160A-274 authorizes units of local government to sell, lease, exchange, or jointly use governmental real property upon such terms and conditions as such units deem wise;

WHEREAS, the County is entitled to a refund from the State of North Carolina pursuant to G.S. §105-164.14 and other applicable laws for sales taxes paid to the State for tangible personal property directly purchased by the County and indirectly incurred for building materials, supplies, fixtures, and equipment that become a part of a building or structure owned by the County that is being erected, altered or repaired for use by the County on behalf of the Board of Education;

WHEREAS, the County holds fee simple title to the School Property; and

WHEREAS, the County desires for the Board of Education to oversee the School Project and the Board of Education is willing to undertake such obligation as described in this Agreement;

NOW THEREFORE, the Parties hereto agree as follows:

- I. The Board of Education agrees:
  - A. To recommend for execution by the County contracts for the construction and contract administration of proposed renovations, repairs and improvements to the school building located on the School Property as set forth hereinabove, and to recommend the acquisition of necessary personal property associated with and to be used in connection with the proposed school construction or improvements as required by law. The Board of Education shall act as the authorized representative of the County in connection with such contracts pursuant to and within the limits of the Agreement and shall assign any contracts to the County, as necessary.
  - B. To retain sole responsibility for decisions relating to the design of school renovations, including school facilities or additions to school facilities within the scope of this Agreement.
  - C. To supervise the contracts for the design and for the construction of proposed expansion, renovations, repairs, and improvements to the school building on the School Property (hereinafter "Supervisory Powers").
  - D. To approve for the County the architectural design, plans and specifications (the "Plans") that County, in consultation with the Board of Education, has caused to be prepared and is preparing for the School Project by the Parties' jointly selected architects, SGA/NarmourWright Design, PA. For purposes of designing Plans the Project, the County has entered into an agreement with SGA/NarmourWright Design, PA for architectural services dated February 11, 2020.

- E. To use its best efforts to cause the construction and equipping of the School Project in accordance with the Plans therefore to be completed in an expeditious manner and in accordance with the Installment Financing Agreement and related financing documents and any applicable requirements of governmental authorities and law.

II. The County agrees:

- A. To hold the School Property, upon the terms and conditions set forth herein until ownership is transferred to the Board of Education upon the terms and conditions set forth herein.
- B. To appoint the Board of Education as its representative for the purpose of proposing and supervising the contracts for the design and construction of proposed renovations, repairs and improvements to the school building (hereinafter "Supervisory Power") so as to assure that the same are constructed in accordance with the Plans for the School Project.
- C. To enter into contracts for the erection, construction, and development of school renovations to the school building consistent with the terms and conditions of this Agreement, and to assume responsibility for approving change orders to the Plans.
- D. To assume responsibility for any litigation arising from the School Project; provided, however, that the Board of Education may join in litigation as allowed by applicable law, at its own expense.
- E. To appoint the County Manager as its representative for the purpose of approving change orders deemed necessary and proper under the construction contracts for the School Project which are within the scope of the Project, within the budgeted contract amount, and not in excess of \$10,000. For purposes of this Paragraph, change orders shall not be divided for purposes of avoiding the application of this dollar threshold. Change Orders in excess of \$10,000 shall be approved by the Board of County Commissioners.
- F. To submit refund claims to the State of North Carolina under N.C. Gen. Stat. 105-164.14 and other applicable laws for sales taxes paid to the State by the County for the construction of the proposed expansion, renovations, repairs, and improvements to the school building under the School Project, and the acquisition of necessary personal property associated with and to be used in connection with the proposed school improvements, as considered and approved by the County under Paragraph I.A of this Agreement.
- G. To reserve the sales tax refunds received for school construction and equipment purchases.

H. To convey to the Board of Education the School Property promptly following satisfaction of debt service by the County.

III. Both Parties agree:

A. This Agreement shall be limited to school renovation projects financed by installment purchase contracts pursuant to N.C. Gen. Stat. Sec. 160A-20, as referenced hereinabove.

B. The County Manager and the Superintendent of Schools are authorized to administer this Agreement on behalf of the County and the Board of Education, respectively, as necessary.

C. All contracts for the proposed expansion, renovations, repairs, and improvements to the school building entered into pursuant to this Agreement shall be executed by and between the County and the persons or entities providing goods or services therefore. Further, each Party agrees that it shall comply with the requirements of G.S. Chapter 64, Article 2 (the "E-Verify Requirements"). Each contract entered into for the purposes expressed in this Agreement will require the contractor to comply with the E-Verify Requirements, and further that such contractor shall require any subcontractors to likewise comply with the same.

D. The County is authorized to and shall make payments for the proposed expansion, renovations, repairs, and improvements to the school building entered into pursuant to this Agreement. In addition to the provisions of Paragraph II of this Agreement, any change orders requested in excess of the budgeted amount encumbered for each project shall be considered for approval by the Board of County Commissioners, or otherwise considered for approval in the manner in which the County usually conducts business.

E. All personal property placed or moved into the School Property subject hereto shall be at the risk of the Board of Education, and the County shall not be liable to the Board for any damages to said personal property. In no case shall either party seek indemnification from the other with respect to any claim that arises from its own negligence.

F. Personnel of the County and the Board are to execute the undertaking of this Agreement within funds made available by the County and the Board of Education for this purpose.

G. In consideration of the grant of Supervisory Power by the County to the Board of Education pursuant to Paragraph II of this Agreement, the County and the Board of Education hereby agree as follows in connection with the renovation and equipping of the School Project by the Board of Education:

1. The Parties to this agreement shall comply with the provisions of law, including all applicable laws relating to the procurement of construction and equipment through competitive bidding. The County shall obtain all orders, permits or similar governmental approvals necessary for the expansion, renovation, and operation of the School Project. The County shall cause the expansion, renovation, and equipping of the School Project to proceed expeditiously in accordance with the plans and specifications therefor, all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over same.
2. The County shall cause the School Project to be located entirely on real property subject to the lien of the applicable Deed of Trust and will ensure that (a) neither School Project shall encroach upon nor overhang any easement nor right of way, and (b) School Project, when erected will be wholly within the building restriction lines, however established, and will not violate applicable use or other restrictions contained in prior conveyances or applicable protective covenants or restrictions.
3. The County, the Lender and their respective representatives and agents shall have the right to enter upon and inspect the School Property from time to time, during and after construction, and the Board of Education agrees to cause any contractor or subcontractor to cooperate with the County, the Lender and their respective representatives and agents during such inspections.
4. The Board of Education shall use its best efforts to cause the construction and equipping of the School Project to be completed within the respective School Project schedules. In the event that the amount of funds advanced under the Installment Financing Agreement, plus other funds made available by the County, if any, are not sufficient to complete the School Project, the Parties agree to revise the plans and specifications for the School Project to the end that an alternative project having a cost not in excess of the funds advanced under the Installment Financing Agreement will be completed.
5. The County hereby recognizes that the Board of Education shall have the right to make any changes in the description of the School Project or of any component or components thereof subject to the prior written consent of the County and the Lender as allowed under the Installment Financing Agreement; provided, however, that any such change shall not alter the purpose of the School Project or their budgeted contract amounts.
6. The Board of Education hereby agrees that it will, upon the request of the County Manager, provide to the County Manager or his designee timely notice of all conferences with representatives of the architects, contractors



and vendors with respect to the expansion, renovation, and equipping of the School Project and that the County Manager or his designee shall have the right to attend all such conferences.

7. The Parties agree that the total project budget cost for the School Project is not to exceed \$16 million. In the event that financing for such amounts is not available to be borrowed or, in the sole opinion of the County, not offered upon terms that are advantageous and/or desirable, then the School Project may be abandoned without legal consequence to the County. In the event that the School Project is abandoned, the County shall convey the School Property to the Board of Education.
- H. The Board of Education, for one dollar (\$1.00) and other good and valuable consideration in hand received does hereby accept the foregoing appointment of Supervisory Power over the construction and equipping of the School Project as described in this Agreement and does hereby accept the foregoing delegation of duties as described in this Agreement.
- I. The Board of Education in carrying out its duties under this Agreement is acting as an independent contractor and is not an agent of the County in connection with this Agreement or in connection with any other agreement between the Board of Education and the County, express or implied.
- J. The County makes no express or implied warranty or representation of any kind whatsoever with respect to the School Project or any component part thereof to the Board of Education or any other circumstance whatsoever with respect thereto, including, but not limited to, any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any purpose, the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or agreement pertaining thereto; any latent defect; the ability thereof to perform any function; that the funds advanced by the Lender pursuant to the Installment Financing Contract will be sufficient (together with other available funds of the County and the Board of Education) to pay the costs of the School Project; or any other characteristic of the School Project; it being agreed that all risks relating to the School Project, the completion thereof or the transactions contemplated hereby or by the Installment Financing Contract are to be borne by the Board of Education, and the benefits of any and all implied warranties and representations of the County are hereby waived by the Board of Education.
- K. This Agreement shall terminate when the County has conveyed fee simple title to the School Property to the Board of Education.
- L. Notwithstanding anything to the contrary contained herein, the provisions of Paragraph III.J. shall survive the termination of this Agreement.

- M. The County and the Board of Education may, from time to time, with the written consent of the Lender, execute and deliver such amendments to this Agreement and such further instruments as may be required or desired for carrying out the expressed intention of this Agreement.
- N. The County and the Board of Education shall enter into an amended lease for the School Property whereby the County shall lease unto the Board of Education the school site referenced hereinabove; the Term of the lease shall be for the period of installment payments on the Installment Financing Agreements entered into by the County pursuant to this Agreement. The rental for each year of each Lease shall be One Dollar (\$1.00).

IN WITNESS WHEREOF, the County and the Board of Education have caused this Agreement to be executed in duplicate originals all as of the date and year first above written.

**COUNTY OF MACON**

By: \_\_\_\_\_  
Jim Tate, Chairman

ATTEST:

\_\_\_\_\_

Pre-Audit Statement

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

\_\_\_\_\_  
Lori M. Carpenter, County Finance Officer

**MACON COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_  
Jim Breedlove, Chairman

ATTEST:

\_\_\_\_\_

Pre-Audit Statement

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

\_\_\_\_\_  
Angie Cook, School Finance Officer

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** January 12, 2021

**DEPARTMENT/AGENCY:** Board of Commissioners

**SUBJECT MATTER:** NCACC Voting Delegate

**COMMENTS/RECOMMENDATION:**

Macon County must select a voting delegate for the NCACC Legislative Goals Conference, to be held virtually January 14-15 2021.

Attachments  Yes  No

**Agenda Item 11E**



## Designation of Voting Delegate to NCACC Legislative Goals Conference

January 14-15, 2021 (Thursday – Friday) | \*VIA VIRTUAL FORMAT

Each Board of County Commissioners is hereby requested to designate a commissioner or other official as a voting delegate for the 2021 Legislative Goals Conference \*(held via Virtual format). Each voting delegate should complete the following statement and **return it to the Association no later than Monday, January 11, 2021.**

I, \_\_\_\_\_, hereby certify that I am the duly designated voting delegate for \_\_\_\_\_ County at the North Carolina Association of County Commissioners 2021 Legislative Goals Conference.

Voting Delegate Name: \_\_\_\_\_

Title: \_\_\_\_\_

In the event the designated voting delegate is unable to attend, \_\_\_\_\_ has been selected as \_\_\_\_\_ County's alternate voting delegate.

Alternate Voting Delegate Name: \_\_\_\_\_

Title: \_\_\_\_\_

### Article VI, Section of the Association's Constitution provides:

"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its County Commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the Board of County Commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

**Please return this form to Alisa Cobb via email by Monday, January 11, 2021 close of business:**

**Email: [alisa.cobb@ncacc.org](mailto:alisa.cobb@ncacc.org)**

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** January 12, 2021

**DEPARTMENT/AGENCY:** N/A

**SUBJECT MATTER:** Consent Agenda

**COMMENTS/RECOMMENDATION:**

- **12A.**Minutes of the November 10, 2020 Regular meeting, December 7, 2020 Special Meeting, December 8, 2020 Regular Meeting
- **12B.** Budget Amendments #129-134
- **12C.**Tax Releases in the Amount of \$948.73 for the month of December 2020
- **12D.**Tax Office Monthly Report

Attachments  Yes  No

Agenda Item 12A-12D

**MACON COUNTY BOARD OF COMMISSIONERS  
NOVEMBER 10, 2020  
MINUTES**

Chairman Tate called the meeting to order at 6:01 p.m. and welcomed those in attendance. All Board Members, County Manager Derek Roland, Deputy Clerk Mike Decker, Finance Director Lori Carpenter, Interim County Attorney Kim Carpenter, members of the news media and interested citizens were present.

**ANNOUNCEMENTS:** Mr. Roland introduced Kim Carpenter, the interim county attorney. He said that she is a partner at the law firm of Carpenter & Guy in Sylva, NC, and that she serves as Swain County's attorney. He outlined her educational background and noted that she comes "highly recommended." She is a member of the Swain County Board of Education, and Mr. Roland thanked her for her willingness to serve in the interim capacity.

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

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

**TRANSIT PUBLIC HEARING:** Chairman Tate called the public hearing on the Macon County Transit/Section 5311 (ADTAP), 5310, 5339, 5307 and applicable state funding, or combination thereof, to order at 6:04 p.m. and recognized Macon County Transit Director Kim Angel. Ms. Angel noted it is "that time of year" when her agency makes budgetary plans for the next fiscal year. She then offered brief explanations of each of the programs involved (Administrative, Capital and 5310 Operating) and informed the board of the county's local share for each for Fiscal Year 2021-22. A copy of the Public Hearing Notice, which includes detailed information regarding these amounts, is attached **Attachment 1** and is hereby made a part of these minutes. During her presentation, she pointed out that the state is requesting a 20 percent match for Administrative and Capital, up from the usual 15 percent. She also said there are plans to replace seven transit vans. For the 5310 Operating program, she said revenue from contracts is used to provide the 50 percent county match. She noted that ridership in the Transit program is back up to 63 percent and is "steadily increasing." She said the program's Community Transportation Program Application is due December 1, 2020. Chairman Tate said no one had signed up

to speak. He then specifically asked if anyone wanted to comment on the proposed funding for (1) the Section 5311 Administrative grant, (2) the Section 5310 Operating grant or (3) the Consolidated Capital grant. No one spoke, and Chairman Tate closed the public hearing at 6:14 p.m. Upon a motion by Commissioner Gillespie, seconded by Commissioner Beale, the board voted unanimously to approve the Public Transportation Program Resolution (FY 2022 Resolution), a copy of which is attached **Attachment 2** and is hereby made a part of these minutes.

**PUBLIC COMMENT PERIOD:** **James Morgan** shared with the board that he was having “a problem with our neighbor,” adding that this unnamed person had threatened bodily harm and that he was “increasingly worried.” Chairman Tate asked Mr. Morgan if he had spoken with the sheriff’s office about this, and Mr. Morgan indicated he had. Sheriff Robert Holland responded that a magistrate would not issue a warrant for communicating threats to this individual, leaving his department with “no way of doing anything.” Mr. Morgan said this activity had been going on for three days, and he was “scared to be away from the house.” Sheriff Holland advised Mr. Morgan to call 911 “if you see him coming toward your property.” **Ross Dodge and Mitchell Bishop**, members of the Macon County Board of Health, asked the board to consider providing overtime pay or granting compensated time for salaried employees at Macon County Public Health due to the number of hours worked stemming from COVID-19. Based on their calculations, the total amount due to these employees would be approximately \$40,000. Mr. Roland explained that providing overtime pay to these employees, who are “exempt” from overtime compensation under the federal Fair Labor Standards Act (FLSA), would require an amendment to the county’s personnel policy. This led to further conversation among the board members, Mr. Roland, Mr. Doge and Mr. Bishop. Mr. Roland told the board he had a potential solution to discuss with them later in the meeting. **Ed Trask** thanked the board members for keeping the Nantahala community in mind with regard to the need for a new library/community center. He said the current facility is roughly 1,800 square feet in size and that the architect for the county’s space needs analysis recommended a 10,000 square foot building as a replacement. He also spoke about the community’s needs, particularly “reliable high speed internet” service. Commissioner Higdon said the board is “still trying to do something,” and noting the county’s Capital Improvement Plan (CIP), stated that if the board “went down the list, Nantahala would never get a building.” He again told Mr. Trask that, “It’s a work in progress,” and said he would bring the numerous stakeholders in on the final decision.

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



- To add consideration of the county's 2021 holiday schedule to the Consent Agenda as Item 12(E), per Chairman Tate.

**UPDATE ON GUN SHOW REQUEST:** Emergency Services Director Warren Cabe and Public Health Director Kathy McGaha updated the board on a request by Ron Haven to utilize the county's Robert C. Carpenter Community Building for a gun show in early 2021. Mr. Cabe said that he and Mrs. McGaha had discussed the request in light of the most recent COVID-19 restrictions and found "nothing to prohibit" the show being held. Mr. Cabe did point out that this event is more of a retail process than a show, and would need to abide by Governor Roy Cooper's executive order on building capacity at the time the show is held. Mrs. McGaha suggested that some protocols would need to be in place, such as separate entry and exits, and to encourage the vendors to wear masks. She added that if the show is planned for a couple of months from now, there could be a spike in positive cases, and the show might need to be rescheduled. The board agreed by consensus that Mr. Haven was allowed to use the building as requested and for him to work with Parks and Recreation Director Seth Adams to schedule the event.

**UPDATE ON THE NIKWASI INITIATIVE:** Elaine Eisenbraun, the executive director of the Nikwasi Initiative, presented a PowerPoint presentation that provided the board with an update for 2020 on the activities of the initiative. Her presentation began with photographs of the construction of the informational kiosk that was placed near the Indian Mound in Franklin, and was followed by a vision for how the area around the mound could be developed into "A Future Nokwisiyi." This led into details regarding a possible feasibility study, including results from a strategic planning survey. She also outlined a number of other ongoing activities in which the initiative is involved, including a planned Cherokee Heritage Apple Trail, as she noted that the Cherokee were "incredible breeders" of new apples and created new varieties. At the end of the presentation, Commissioner Beale asked, "Did I miss the part about the money?" She responded that the initiative had a budget of \$180,000, and would like the county as a partner. Following further discussion, no action was taken.

**FORMATION OF NATURAL RESOURCES COMMITTEE:** Jim Gray recommended to the board that it should establish a permanent volunteer committee to advise the board on issues dealing with the county's natural environment. He said the proposed committee would have three objectives: (1) understand each other as members would represent disparate groups, (2) reach agreements and compromises in advance, and (3) provide expertise and perspective on the natural environment. He said Transylvania County has had something like this for many years. However, he also noted he would not be here to see it come to fruition, as he was moving to Florida. Chairman Tate expressed his thanks to Mr. Gray for his leadership and noted he would miss him, and the

other board members expressed similar sentiments. Chairman Tate then presented Mr. Gray with a county flag and a county pen set.

**WOMEN'S HISTORY TRAIL SCULPTURE PROJECT UPDATE:** Mary Polanski presented a PowerPoint presentation updating the board on the Women's History Trail (WHT) Project, and more specifically, a WHT public art project called *Sowing the Seeds of the Future*. She told the board that the WHT group has been able to commission a "nationally renowned figurative sculptor," Westley Wofford of Cashiers, to produce a seven-foot-high bronze sculpture of three women "whose lives and culture intersected in the early days of Macon County." Her presentation took the board through the early stages of the sculpting process. She then explained that the pandemic has impacted fund raising plans and the work schedule of Mr. Wofford. Potential funding from the state in the amount of \$50,000 has been put on hold, as well as a private donor fundraising event that was anticipated to generate \$25,000. The group is also awaiting a pledged business donation of \$25,000 and has submitted applications for grants. She said that a payment of \$70,567 is due to Mr. Wofford at the end of November for him to begin work on a full-size model. She said the group is "very confident" of raising the money for the sculpture, which would be placed between the two bridges crossing the Little Tennessee River in Franklin. She read a portion of a letter of support from the Macon County Economic Development Commission in support of a grant from the Blue Ridge National Heritage Area. She then made a formal request for \$15,000 in financial assistance from the county, on behalf of the Folk Heritage Association of Macon County. Commissioner Beale stated that the board will have "a full budget in review" in January of 2021, and until such time, Mr. Roland is compiling a list of requests made by organizations outside county government. No action was taken, and a copy of her PowerPoint presentation is attached **Attachment 3** and is hereby made a part of these minutes.

**BURN BUILDING AT SOUTHWESTERN COMMUNITY COLLEGE:** Dr. Don Tomas, the president of Southwestern Community College (SCC), told the board that SCC and the county are five years into trying to figure out where a new "burn building" for the college will be located. He said that SCC has opted to place the building on a piece of college-owned property located across from the United Parcel Service (UPS) building in the county's industrial park. He said the college needs a revised form known as a "3-1" to change the proposed location of the structure, and requested the board's consideration of the form, noting that the funding for the project remains the same. Chairman Tate said the county agreed to this project three years ago, and with the county now in possession of the former National Guard Armory, he said it is time to "strike a deal" on a long-term lease of the armory to SCC. Mr. Roland went over some of the cost estimates for the original project, pointing out that the original plan had the new burn building being constructed at the SCC Macon Campus on Siler Road. He

commented that consideration of a new site creates, in his opinion, a new project, and suggested working alongside SCC officials to “nail down project costs specific to this site.” There was further discussion regarding project funding, and Mr. Roland said, “We need to circle the wagons here and look at what is a different project.” He said he sees this as an opportunity to work with SCC to develop a new project scope and “an excellent opportunity to move this forward.” Chairman Tate expressed that he was “embarrassed” and that the county has been “dragging our feet too long,” adding he is ready to go for a long term lease and to “get the ball rolling.” Commissioner Gillespie said that he echoed Chairman Tate’s thoughts, and liked the idea of a 25-year-lease versus deeding the property to the college. Saying that the county has been working on this project for several years, Commissioner Gillespie said he agreed with Chairman Tate on moving forward and that it was “the right thing to do.” Commissioner Beale stated that he totally disagreed, saying that the armory facility was a “\$2.9-million gift to Macon County,” and that he was totally against a 25-year lease and did not want to “give away a building for 25 years.” He later added, “As far as I’m concerned, crunch the numbers before we give away a \$2.9-million asset.” He said the building could service county departments in the future and encouraged the board members to “think long and hard before making a decision.” The discussion then returned to the financing of the project, with Mr. Roland eventually suggesting a postponement in submittal of a new “3-1” form until new cost figures are available. Commissioner Beale recommended that Jack Morgan, the county’s Director of Planning, Permitting and Development, be appointed to develop the cost of improvements needed to the armory building. Commissioner Gillespie said that while the county manager has brought up some valid points, he said that he sees an obvious choice to make, and made a motion to enter into negotiations with SCC to enter into a 25-year-lease for the facility. Commissioner Higdon seconded the motion. During further discussion, Commissioner Shields stated he was “uncomfortable” with the lease of the armory, and discussed the county’s liability and maintenance costs if the building was leased to SCC. Commissioner Beale suggested that the board table the motion on the floor to give the county time to come up with revised cost estimates as suggested by Mr. Roland. Chairman Tate said that perhaps he was “biased,” but noted he was a SCC graduate and that many county employees are as well, and said the college is “a tremendous asset to Macon County.” He reiterated his desire to move forward on this and to “stop dragging our feet and get the ball rolling.” The board then heard comments from Curtis Dowdle, the Dean of Public Safety Training at SCC. Mr. Roland then pointed out that if the board moves forward with the current motion, there are questions that need to be addressed. Specifically, he questioned if the \$2.9-million value of the former armory fulfills the county’s matching financial requirement on the project. He pointed out that the county will still own the facility and can perform any capital improvements and would oversee the renovation of the former armory. Commissioner Shields raised further questions about the county’s recent space

Minutes

11.10.20

Page 5 of 9

needs analysis and how the armory facility fit into it. Commissioner Gillespie said the building is “a perfect fit” for SCC, and that for “the purposes of this discussion,” he added that the motion he made “is the right thing to do.” Commissioner Beale stated he wanted to reiterate for the record that the board should give the county manager the opportunity to look at this and put it on a schedule to discuss in January 2021, and then commented, “If you’ve got the votes, go for it.” The motion passed on a 3-2 vote, with Chairman Tate, Commissioner Gillespie and Commissioner Higdon voting in favor, and Commissioner Beale and Commissioner Shields opposing.

**LEASE AGREEMENT WITH AG1, LLC:** Following a brief explanation from Macon County Economic Development Director Tommy Jenkins, and upon a motion by Commissioner Higdon, seconded by Commissioner Gillespie, the board voted unanimously to approve a “Resolution of the Macon County Board of County Commissioners Declaring Property to be Surplus and Approving a One Year Lease of the Same by Macon County to AG1, LLC.” A copy of the resolution and the accompanying lease agreement are attached **(Attachments 4 and 5, respectively)** and are hereby made a part of these minutes. The term of the lease will commence on December 1, 2020 and will expire November 30, 2021, with a monthly rent of \$1,840.

**LEASE AGREEMENT WITH TECO SSL, INC:** Following a brief explanation from Mr. Jenkins, and upon a motion by Commissioner Beale, seconded by Commissioner Higdon, the board voted unanimously to approve a “Resolution of the Macon County Board of County Commissioners Declaring Property to be Surplus and Approving a One Year Lease of the Same by Macon County to TECO SSL, Inc., a Tennessee Business Corporation.” A copy of the resolution and the accompanying lease agreement are attached **(Attachments 6 and 7, respectively)** and are hereby made a part of these minutes.

**RESOLUTION AUTHORIZING UPSET BID PROCESS:** Mr. Roland offered a brief explanation regarding the county’s recent attempt to sell some surplus dental equipment, and while the majority of it was sold at auction, he said there was a panoramic x-ray machine that was not bid upon. Since then, he said a local dentist has shown interest in purchasing the machine, and has made a \$4,000 offer and has put down a 5 percent deposit. He asked the board to authorize the sale of the machine through the upset bid process, and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve a “Resolution of the Macon County Board of Commissioners Authorizing Upset Bid Process,” a copy of which is attached **(Attachment 8)** and is hereby made a part of these minutes.

**HAZARD PAY:** Mr. Roland remarked on the level of commitment made by county employees during the coronavirus pandemic. He began by specifically

recognizing “those on the front lines,” which includes employees in emergency management, the sheriff’s department, and public health. He said he wanted to personally recognize Public Health Director Kathy McGaha, Emergency Management Director Warren Cabe and Sheriff Robert Holland for what Mr. Roland described as “a first class mitigation effort.” He also remarked on the efforts of other county departments and their efforts to continue to provide public services, noting that facilities remained open and the county continued to do business. He also pointed out how staff at the Senior Services center restructured its entire meal delivery system in order to serve their clients during a period of “exponential increase in demand,” with Macon County Transit staff helping deliver those meals. He noted that Information Technology staff worked to help employees get set up to work from home, while Finance and Human Resources had to manage CARES Act funding and implement and track federally-mandated leave programs for workers affected by COVID-19, and Board of Elections staff handled a record voter turnout in a general election that went “smoothly and efficiently.” While he said he “could go on all day long providing specific examples” of outstanding service,” Mr. Roland told the board he has “never been more proud to be a part of this organization.” To recognize this effort, he outlined a plan to provide additional compensation, what he termed as “hazard pay,” for both full-time and part-time employees who meet certain criteria. He pointed out that any solution needs to be “equitable and across the organization.” He explained that CARES Act funding had been used to supplement approximately \$364,000 in payroll costs during the current fiscal year, and those funds would simply roll into the county’s fund balance at year end. At a cost of \$328,037, he said full-time employees meeting the criteria would receive a one-time \$750 payment, with part-time employees meeting certain criteria to receive a one-time \$150 payment. He further noted that he wanted to be clear that CARES Act dollars were not being used to accomplish this, but county funds instead, with a “net zero impact” on the budget. Commissioner Beale questioned if this pay would be “over and above” the annual employee appreciation bonus normally given to employees in November, and Mr. Roland acknowledged that it would be. Commissioner Beale then made a motion to support the county manager’s recommendation for hazard pay as presented, and Commissioner Shields seconded the motion. During discussion, Chairman Tate voiced his support for the pay, and Commissioner Beale pointed out that Macon County was one of the few counties in the state that kept all of its departments open, and also noted that the Town of Highlands provided its employees with a similar payment. Commissioner Higdon said he agreed that employees have “gone above and beyond,” but said the county hires people “to do a job in good times or bad.” Speaking for the private sector, he said there are no guarantees there, and that “a lot (of people) were sent home” and don’t have the benefits of public sector work. Lori Carpenter explained in more detail the criteria for the part-time employees to receive the hazard pay, and Commissioner Gillespie said he wanted to “make sure we’re fair to those folks.” The board then voted 4-1 to

approve the recommendation as presented, with Commissioner Higdon opposing. The voted was followed by additional discussion but no further action.

**CONSENT AGENDA:** Upon a motion by Commissioner Shields, seconded by Commissioner Higdon, the board voted unanimously to approve the consent agenda as presented, which includes: (A) the minutes of the September 8, 2020 regular meeting and the September 29, 2020 special meeting; (B) budget amendment #103 for the Health Department to allocate an increase of \$1,650 in grant funding from Appalachian Mountain Community Health Centers, and #104 for the Health Department to allocate \$59,398 in funding for COVID-19 Infection Prevention Support (copies of the amendments are attached); (C) tax releases for the month of October in the amount of \$4,314.59; (D) received the monthly ad valorem tax collections report for the month of November, which shows an overall 48.49 percent collection rate as of October 31, 2020, and for which no action was necessary; (E) approved the 2021 county holiday schedule as requested.

**APPOINTMENTS: Community Funding Pool:** Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to reappoint the following members of the Community Funding Pool task force to one-year terms: Tyler Shook, Emily Ritter, Robert Shook, Andrea Anderson, Robert Smith, Sheila Jenkins, Patrick Betancourt, Jennifer Jones, Karen Wallace, Bobbie Contino, Diane Cotton, Kyle Garner, Rick Westerman and Karen Stiwinter. **Economic Development Commission:** Upon a motion by Commissioner Gillespie, seconded by Commissioner Beale, the board voted unanimously to reappoint Barbara McRae, Jim Breedlove and Brett Murphy to the Macon County Economic Development Commission (EDC). Terms of appointment are for three years.

**CLOSED SESSION:** At 8:46 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Gillespie, the board voted unanimously to go into closed session for the purpose of preserving the attorney/client privilege under NCGS 143-318.11(a)(3) and to discuss the acquisition of real property under NCGS 143-318.11(a)(5). At 9:20 p.m., upon a motion by Commissioner Shields, seconded by Commissioner Gillespie, the board voted unanimously to come out of closed session and return to open session. No action was taken.

**ADJOURN:** With no other business, at 9:21 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to adjourn.

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Derek Roland  
Ex Officio Clerk to the Board

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Jim Tate  
Board Chairman

**MACON COUNTY BOARD OF COMMISSIONERS  
SPECIAL MEETING  
DECEMBER 7, 2020  
MINUTES**

Chairman Tate 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, a copy of which is attached (Attachment 1) and is hereby made a part of these minutes. All of the Board Members and County Manager Derek Roland were physically present. Deputy Clerk Mike Decker and Finance Director Lori Carpenter viewed the meeting via computer livestream, and Interim County Attorney Kim Carpenter did not attend due to a scheduling conflict. Also present were members of the news media.

Chairman Tate recognized outgoing Commissioner Karl Gillespie for his service to the county. Commissioner Gillespie told the board members that "each one of you has made a mark on me," adding that he had learned from everyone and will take that knowledge to Raleigh as he begins his term in the General Assembly as state representative. He said he has "high expectations" of Commissioner-Elect Josh Young, and Commissioner Gillespie thanked his wife, Janet, for her support during his time on the board. Chairman Tate and Commissioner Beale presented Commissioner Gillespie with gifts of appreciation from the county.

Macon County Clerk of Superior Court Vic Perry issued the oath of office to returning Commissioner Paul Higdon and then to Mr. Young. Copies of the executed oaths of office are attached (Attachments 2 and 3, respectively) and are hereby made a part of these minutes.

Mr. Roland then called the meeting to order and conducted the election for board chairman. Commissioner Beale stated that it is "my honor and pleasure" to nominate Jim Tate as chairman. Commissioner Shields seconded the motion, and with no discussion, all favored.

Chairman Tate then conducted the election for board vice-chairman. Commissioner Shields nominated Ronnie Beale, and Chairman Tate seconded the motion in what he called "a sense of bipartisanship." With no discussion, the nomination was approved on a 3-2 vote, with Chairman Tate, Commissioner Beale and Commissioner Shields voting in favor, and Commissioner Higdon and Commissioner Young opposing.



Following a brief explanation by Mr. Roland, and upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to approve a resolution regarding the "Examination of Official Bonds for Public Officials of Macon County," a copy of which is attached **Attachment 4** and is hereby made a part of these minutes.

Chairman Tate noted, without objection, that the board would continue to hold its regular monthly meeting on the second Tuesday of each month at 6 p.m. in the commission boardroom on the third floor of the Macon County Courthouse, located at 5 West Main Street in Franklin, NC. He read the list of meeting dates for 2021, and upon a motion by Commissioner Higdon, seconded by Commissioner Young, the board voted unanimously to affirm the meeting schedule, a copy of which is attached **Attachment 5** and is hereby made a part of these minutes.

With no other business, and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to adjourn at 6:19 p.m.

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Derek Roland  
Ex Officio Clerk to the Board

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Jim Tate  
Board Chairman

**MACON COUNTY BOARD OF COMMISSIONERS  
DECEMBER 8, 2020  
MINUTES**

Chairman Tate called the meeting to order at 6:01 p.m. and welcomed those in attendance. Due to Gov. Roy Cooper's Executive Order limiting the number of people at a mass gathering to 10 due to COVID-19, physical participation at the meeting in the boardroom was limited to that number. All five commissioners were physically present and practiced social distancing. Also present were County Manager Derek Roland, Interim County Attorney Kim Carpenter, and members of the news media. Deputy Clerk Mike Decker and Finance Director Lori Carpenter watched the meeting via computer livestream.

**ANNOUNCEMENTS:** Chairman Tate welcomed Commissioner Josh Young to his first-ever regular meeting. Chairman Tate also handed out a list of "2021 Commissioner Liaison Assignments," a copy of which is attached **Attachment 1** and is hereby made a part of these minutes.

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

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

**PUBLIC COMMENT PERIOD:** No one signed up to speak.

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

- To add discussion regarding the proposed lease of the former National Guard Armory facility as the new Item 10A under Old Business, per Commissioner Shields.
- To add consideration of tax releases for November and to remove consideration of the minutes of the November 10, 2020 regular meeting under the Consent Agenda, per Chairman Tate.
- To remove Agenda Item 10A (follow-up discussion regarding Natural Resources Advisory Committee) under Old Business, per Mr. Roland.
- To add discussion regarding a review of the county's subdivision ordinance as the new Item 9B under Reports/Presentations, per Mr. Roland.

- Commissioner Beale stated there would be a need for a closed session under Agenda Item 14.

**CHANGE IN COUNTY'S 2021 NORTH CAROLINA DEVELOPMENT TIER DESIGNATION:**

Macon County Economic Development Director Tommy Jenkins told the board that the state had released its tier rankings for 2021, and that Macon County was now a "Tier 3" county – meaning it is one of the 20 least distressed counties in North Carolina. Mr. Jenkins explained that 40 counties are designated as Tier 1, with those being the most economically distressed, and another 40 are designated as Tier 2. Macon County was a Tier 2 county and one of 11 that "moved up," while 11 others "moved down." He said the tier rankings are based on four factors – average unemployment rate, median household income, percentage growth in population and adjusted property tax base per capita. He said the county improved in three of those areas, adding that this presents something of a "double-edged sword." As a county, we compare well statewide, he said, but added that the higher tier ranking could present some challenges to obtaining grant funding. Commission Beale asked if Macon was the smallest Tier 3 county, and Mr. Jenkins said he believed that distinction went to Polk County. Chairman Tate told Mr. Jenkins that Commissioners Shields and Young would be the board's new liaisons to the county's Economic Development Commission. Mr. Young asked if the state did the tier rankings on an annual basis, and Mr. Jenkins replied that it did. No action was taken.

**SUBDIVISION ORDINANCE REVIEW:** Jack Morgan, the director of the county's Planning, Permitting and Development Department, said the county has an "excellent" subdivision ordinance, but it "targets new ones." He said that issues arise with older subdivisions that were not recorded, and then when they are, the existing rules must be applied to them. He outlined some of the problems this leads to, and asked the board to authorize the Macon County Planning Board to take a fresh look at the ordinance and figure out a means to address this, including the possibility of making "concessions" for those older subdivisions. Chairman Tate informed Mr. Morgan that Commissioner Young was the board's new liaison to the planning board. No action was taken.

**LEASE OF NATIONAL GUARD ARMORY:** Commissioner Beale initiated the discussion regarding the board's recent vote to lease the former National Guard Armory facility, now owned by the county, to Southwestern Community College (SCC) for a term of 25 years. He cited that action as one of the biggest, most expensive motions this board has made. He asked Mr. Morgan to address the board regarding a cost estimate to make needed improvements to the facility. Mr. Morgan told the board this would essentially be a remodel, not a renovation, noting that there are six bathrooms for men and only one for women, and added that there is no heating system. He said the building needs a new roof and considerable electrical work, and suggested using LED lights that would be more

cost efficient. The building also needs to be made handicap accessible. Mr. Morgan said the budget for all of the above items and more comes to approximately \$1.2-million. Commissioner Beale then asked Mr. Roland about the cost to maintain the building. Mr. Roland responded that the utility cost in the last year was approximately \$20,300 annually. He also pointed out that the annual cost of a custodian would be \$37,469, along with annual maintenance costs of \$19,200. Adding this together would put the “floor” of the county’s annual operational cost at just under \$80,000. Commissioner Shields stated his desire to make a motion to delay moving forward with the lease agreement and to delay that decision until July 1, 2021 in order to allow the board more time to review the county’s space needs analysis. However, Kim Carpenter told the board that the action taken at the November 10, 2020 regular meeting would need to be rescinded. Commissioner Shields then made a motion to rescind the motion made at the November 10, 2020 meeting to enter into a 25-year lease with SCC for the armory property, and Commissioner Beale seconded the motion. Chairman Tate opened the floor for discussion, and said, “I respectfully disagree on this.” He said the armory facility was “a perfect fit” for fire/law enforcement training, adding that he was “good with the cost” and “I’m comfortable with it.” Commissioner Young said allowing the building to sit vacant would only add to the expense. Commissioner Higdon asked if the roof could be patched or if it would need to be replaced. Commissioner Beale said it will cost the county a half million dollars every 10 years to take care of it, adding that the facility is a \$2.9-million asset that belongs to the people of the county and is an asset we need to be careful with. Following further discussion, the board voted 3-2 to oppose the motion, with Commissioners Beale and Shields voting in favor and Chairman Tate and Commissioners Higdon and Young opposing.

**AMENDED FISCAL YEAR 2020-21 CONTRACT WITH “NO WRONG DOOR”:**

Mr. Roland explained that the proposed amended contract with “No Wrong Door” was “a matter of housekeeping.” He said that “No Wrong Door” is a non-profit corporation providing mental health and substance abuse services to individuals within the county. As to the contractual relationship, he said it represents a partnership between “No Wrong Door,” the county and the Town of Franklin. The contract changes will establish a flat monthly fee payment schedule, allow unspent town funds from the previous year to be distributed to “No Wrong Door,” and to make the town a party to the agreement. There is no increase in the contribution amounts from either the county or town, he noted. Commissioner Beale said that “business is too good” at “No Wrong Door,” and he said the agency has remained open every day during the pandemic. Commissioner Beale made a motion to approve the amended Fiscal Year 2020-21 contract as presented, Commissioner Shields seconded the motion, and all favored.

**BROADBAND COMMITTEE EVALUATION OF RFP RESPONSES:** Mr. Roland said that, in response to the county's Request For Proposal (RFP) for the "Macon County High-Speed Internet Access Service Expansion Project," two proposals were received. He went on to explain that the Broadband Committee appointed by the board to review the proposals determined that between Balsam West and Morris Broadband, Balsam West offered the best value, particularly based on the number of potential customers that could be reached. He then reviewed the "Macon County Broadband Committee RFP Evaluation," a copy of which is attached **(Attachment 2)** and is hereby made a part of these minutes. That evaluation outlined the differences in the two proposals. Balsam West estimated that 2,600 to 5,500 unserved customers could be offered services during the first seven years of the project, compared to 317 to 550 by Morris Broadband. The overall dollar investment was roughly equal between the two, with Morris Broadband at \$1,030,250 compared to \$980,000 for Balsam West. However, the committee also reported that, "The Balsam West proposal offers a more technically diverse approach to delivery of broadband utilizing fiber and multiple wireless technologies including non-line of sight which will make deployment, service delivery and collaboration more cost effective." The committee concluded that Balsam West offers the "best value." Following a brief discussion that included Mr. Jenkins, Commissioner Beale suggested that the board authorize Mr. Roland to enter into negotiations with Balsam West to provide high-speed internet access service in the designated portion of Macon County. The contract document will come back before the board for final approval. Commissioner Beale expressed thanks to Commissioner Shields, who he said has "spent countless hours on this." Mr. Roland told the board that \$400,000 is currently budgeted for this project, and an additional \$180,000 would need to be moved from the economic development reserve fund, explaining that funding has to be part of the RFP process. Chairman Tate pointed out the need for a separate motion regarding the funding issue. Commissioner Shields made a motion to initiate the contract negotiations with Balsam West, Commissioner Beale seconded the motion, and all favored. Commissioner Beale made a motion for a budget amendment to move \$180,000 from the economic development reserve fund to provide a total of \$580,000 for the project. Commissioner Shields seconded the motion, and all favored.

**AMENDMENT TO PICTOMETRY CONTRACT:** Mr. Roland started the discussion regarding Amendment No. 1 to the county's pictometry contract with Pictometry International Corp. by reviewing a detailed explanation of the history of the contract and the current need for the amendment. The text of that explanation is as follows:

"Macon County entered into a contract with Pictometry International Corporation in December of 2016. The original agreement contained two separate projects to be conducted in Macon County, the first of which was

completed in January of 2017. Each of the projects in the original contract entailed an aerial flight, producing high quality oblique and orthogonal aerial imagery of Macon County and surrounding county boundaries, as well as a "Change Finder" option. "Change Finder" is a software add-on offered by Pictometry used to detect changes in property improvements, from one Pictometry flight to the next. The original contract amount for the two projects was \$195,232.99 (Project 1- \$97,571.04, Project 2 \$97,661.95). To date, Macon County has paid \$65,901.84 to Pictometry, which represents, the cost associated with the aerial flight and imagery produced for Macon County in 2017. Upon receipt of this imagery in 2017, the previous Tax Administrator opted out of the "Change Finder" option, as the majority of the imagery received was at a lower resolution than anticipated, thus the previous Tax Administrator felt the "Change Finder" option would be of little or no benefit to Macon County."

"A subsequent decision was made by the previous Tax Administrator to postpone the flight associated with the second project as well, which was scheduled for January of 2020, due to the lower than anticipated quality of the imagery. Following Ms. Braswell's appointment as Tax Administrator, she and GIS Analyst Wes Hall have worked with Pictometry to amend the flight map for the second project. The amended flight map will produce higher quality aerial imagery than was delivered by the first project, as all sectors of the county will be flown using 3inch (251 sectors) and 6inch (218 sectors) orthogonal frame images, as opposed to the first flight where the majority of the sectors (466) were flown using 9inch orthogonal frame images. While higher resolution imagery will be delivered, it will result in an increase of \$50,360.84 to the original contract price for Project 2. At \$148,023, Project 2 does not include the "Change Finder" option due to the lower than anticipated image quality produced by Project 1 but will lay the framework for implementation of "Change Finder" following the next flight."

"As negotiations between the Tax Office and Pictometry were on going during the FY 21' Budget planning process, the cost for the amended Project 2 was not included in the FY 21' Recommended Budget. With negotiations now final and the revaluation approaching, the Tax Office feels it extremely important to conduct the Project 2 flight in January 2021, and has worked with Pictometry to keep Macon County on the 2021 flight schedule. With the project already being delayed one year and the 2022 Pictometry flight schedule full, time is of the essence."

"While the \$148,023 amended project cost is significant, Pictometry brings about efficiency, which directly results in operational cost avoidance of hiring additional appraisers in the Tax Office. In addition, completion of this project will play a vital role in meeting the "Full List and Measure" requirement that the Department of Revenue has recommend to be completed with the upcoming revaluation. Aside from benefitting the Tax Office, the high quality imagery produced by Pictometry will benefit other departments, including Building

Inspections, Law Enforcement and Emergency Services. Lastly, this software has resulted in substantial revenue increases to numerous counties across North Carolina following implementation of the "Change Finder" option." "While Pictometry has agreed to hold delivery of the Project 2 imagery until July of 2021, so it can be incorporated into the FY 22' Budget Process, I would respectfully request for the Board to consider appropriating the \$148,022.79 from Fund Balance at this time to ensure the Tax Office has ample time to maximize the full benefit of this software as it pertains to the upcoming revaluation."

Tax Administrator Abby Braswell presented a PowerPoint presentation, which covered a number of technical details regarding pictometry as well as some of the information that Mr. Roland provided to the board. She noted in particular that the "full list and measure" requirement to assess the county's 43,757 parcels would require the hiring of four additional appraisers. The total cost of those additional appraisers for the time period they would be needed is calculated at \$774,480 versus the \$148,022 cost of the contract amendment. If the board was willing to move forward with the amendment, she said the county would have new imagery in March and would be billed in April. Following further explanation and discussion, Commissioner Beale made a motion to approve the contract amendment, contingent upon Kim Carpenter's review of the document, and to take the \$148,022 from the county's fund balance. Commissioner Shields seconded the motion, and following a question from Commissioner Young and a review of the county's four-year revaluation schedule, the board voted unanimously to approve the motion.

**CONSENT AGENDA:** Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve the consent agenda as presented, which includes: (A) the minutes of the October 13, 2020 regular meeting; (B) budget amendment #111 for Senior Services to allocate \$9,980 for meals; #112 for Emergency Services to allocate \$6,092 from an insurance settlement for repairs to an ambulance; #113 for the Sheriff's Department to appropriate a total of \$32,500 from donations and calendar sales to be used for Shop with a Cop, Prime for Life, the department's Christmas dinner and new calendars; #114 for a non-departmental budget amendment to carry forward \$108,017 in funding for expenses related to COVID-19, and #115 for the Department of Social Services to allocate \$81,738 in LIEAP (pandemic) funds (copies of the amendments are attached); (C) tax releases for the month of November in the amount of \$1,784.51; (D) received the monthly ad valorem tax collections report for the month of October, which shows an overall 67.02 percent collection rate as of November 30, 2020, and for which no action was necessary.

**APPOINTMENTS: Community Funding Pool:** Chairman Tate tabled action regarding the staggering of terms for the members of the Community Funding

Pool task force. All of the members were reappointed to one-year terms in November, but new by-laws call for the members to be appointed to staggered terms of one, two and three years. **Vaya Health County Commissioner Advisory Board:** Following a brief explanation by Mr. Roland, upon a motion by Commissioner Shields, seconded by Commissioner Young, the board voted unanimously to reappoint Commissioner Beale to serve as the county's representative on the Vaya Health County Commissioner Advisory Board. **Economic Development Commission:** Upon a motion by Commissioner Beale, seconded by Commissioner Young, John Woods was appointed to the Macon County Economic Development Commission (EDC) for a term of three years. He replaces Bill Futral on the EDC.

**CLOSED SESSION:** At 7:41 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Beale, the board voted unanimously to go into closed session for the purpose of preserving the attorney/client privilege under NCGS 143-318.11(a)(3) and to discuss the acquisition of real property under NCGS 143-318.11(a)(5). At 8:50 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to come out of closed session and return to open session. Kim Carpenter then explained that the county is making an offer to purchase the Brian Bateman property in Nantahala and would need to appropriate \$10,000 from the county's fund balance toward that purchase. Upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to approve the appropriation. Kim Carpenter also pointed out that \$10,000 was not the purchase price of the property. Secondly, Kim Carpenter said that in regard to an offer from an individual to purchase the old county garage property located off the Old Murphy Road in Franklin, the county would need to publish notice of the upset bid process, noting that the property is to be sold "as is" and can continue to be used by the county for a period of time not to exceed one year. Upon a motion by Commissioner Beale, seconded by Commissioner Shields the board voted unanimously to move forward with the upset bid process as stated by the interim county attorney. Chairman Tate pointed out that the county would be interviewing for the county attorney position in the very near future and would be closer to a decision come January 2021. Commissioner Beale made a motion to authorize Mr. Roland and Kim Carpenter to work with the other attorneys involved to work toward an offer to purchase for the county to purchase the so called "co-op property," and Commissioner Shields seconded the motion. Discussion followed, and the motion was amended to allow Kim Carpenter to assemble the necessary information and documentation to bring back to the board with regard to an offer to purchase, and the board voted unanimously to approved the amended motion.



**ADJOURN:** With no other business, at 8:58 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Young, the board voted unanimously to adjourn.

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Derek Roland  
Ex Officio Clerk to the Board

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Jim Tate  
Board Chairman







MACON COUNTY BUDGET AMENDMENT  
 AMENDMENT # 132

FROM: Robert L. Holland

DEPARTMENT: Sheriff Office

EXPLANATION: ~~Investigations Laptop~~ Insurance settlement for wrecked vehicle

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
11-4310-5565-03	Vehicles	\$7300.00	
11-3839-4850-00	Insurance	\$7300.00	

REQUESTED BY DEPARTMENT HEAD *Robert L. Holland*

RECOMMENDED BY FINANCE OFFICER *Kevin Carpio*

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

ACTION BY BOARD OF COMMISSIONERS *1/12/2021 Meeting*

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

CLERK \_\_\_\_\_





RUN DATE: 1/5/2021 3:46 PM

RELEASES REPORT  
Mason County

F01 ADVL TAX - FRANKLIN FIRE DISTRICT TAX

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	124,828	40,680	165,286	91.25	22.16	0	0.00	165,286	113.41
<b>DIST TOTAL</b>		124,828	40,680	165,286	91.25	22.16	0	0.00	165,286	113.41

G01 ADVL TAX - GENERAL COUNTY TAX

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	124,828	40,680	165,286	486.97	152.35	0	0.00	165,286	619.32
<b>DIST TOTAL</b>		124,828	40,680	165,286	486.97	152.35	0	0.00	165,286	619.32

L01 FFEFEE - LANDFILL FEE RESIDENTIAL

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	32,600	0	32,600	108.00	0.00	0	0.00	32,600	108.00
<b>DIST TOTAL</b>		32,600	0	32,600	108.00	0.00	0	0.00	32,600	108.00

L02 FFEFEE - LANDFILL FEE COMMERCIAL

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	0	0	0	108.00	0.00	0	0.00	0	108.00
<b>DIST TOTAL</b>		0	0	0	108.00	0.00	0	0.00	0	108.00

<b>GRAND TOTALS:</b>		281,852	81,320	363,172	774.22	174.51	0	0.00	363,172	948.73
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