

Macon County



MACON COUNTY BOARD OF COMMISSIONERS

April 9, 2024

6 P.M.

AGENDA

1. Call to order and welcome by Chairman Shields
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – **6 p.m.**
 - (A) Old Pine Grove School Building

NOTE: The board may choose to take action on this matter immediately following the close of the public hearing.

(B) Public Comment Period

(C) Additions to agenda

(D) Adjustments to and approval of the agenda

(E) Reports/Presentations

(A) Carousel of the Arts – Macon County Schools

(B) Opioid Update – Southwestern Commission Executive Director Russ Harris

(C) Medicaid Child and Family Specialty Plan Proposal – Vaya Health Community Relations Regional Director Shelly Foreman

10. Old Business
 - (A) Consideration and Approval of Proposal for Assessing the Macon County Clock Tower Phase 1 – Project Manager Jack Morgan
 - (B) Discussion Regarding Next Steps for Macon County Library and Macon Early College – Project Manager Jack Morgan
 - (D) Consideration and Approval of Proposed Environmental Health Fees – Health Director Kathy McGaha

11. New Business
 - (A) Approval of Board of Elections Second Primary Budget Amendment Request – Board of Elections Director Melanie Thibault
 - (B) Consideration and Approval of Purchase of Property in Nantahala – Attorney Eric Ridenour
 - (C) Approval of Renewal Lease for Offices Utilized by North Carolina Department of Adult Corrections Probation and Parole – County Manager Derek Roland
 - (D) Discussion Regarding Well for Water Feature at Wesley’s Playground – Project Manager Jack Morgan

12. Consent Agenda – Attachment #12

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

 - (A) Minutes of the March 12, 2024 regular meeting and the March 25, 2024 Special Meeting
 - (B) Budget Amendments #211-219
 - (C) Public Records Disposal for Macon County Solid Waste
 - (D) Annual Community Advisory Committee (CAC) Report
 - (E) Tax releases for the month of March in the amount of \$3,381.65
 - (F) Monthly ad valorem tax collection report – no action necessary

13. Appointments
 - (A) Planning Board (2 seats)

14. Closed session as allowed under NCGS 143-318.11

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM

CATEGORY – PUBLIC HEARINGS

MEETING DATE: APRIL 9, 2025

We have one public hearing on the agenda regarding the Old Pine Grove School Building. The notice of public hearing was published in the March 27, 2024, edition of The Franklin Press. A copy of the Affidavit of Publication is included below. The purpose of the public hearing is to receive public comment on whether it is in the County's best interest to sell the property known as the Old Pine Grove School, an approximate 1.26 acre tract of land located at the junction of Peeks Creek Road and the Highlands Road, bearing Macon County Mapping Office Parcel Identification Number 7522092290 and more particularly described in Book H-42, Page 1836 of the Macon County Registry.

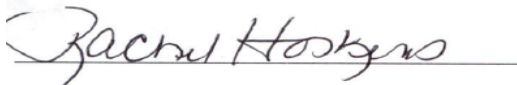
The board may take any action needed following the close of the public hearing.

STATE OF NORTH CAROLINA
COUNTY OF MACON

AFFIDAVIT OF PUBLICATION Personally appeared before the undersigned, Rachel Hoskins, who having been duly sworn on oath that she is the Regional Publisher of The Franklin Press, and the following legal advertisement was published in The Franklin Press newspaper, and entered as second class mail in the Town of Franklin in said county and state; and that she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Franklin Press newspaper on the following dates:

PINE GROVE SCHOOL BLDG
PUBLIC HEARING
03/27/2024

And that the said newspaper in which such notice, paper, document or legal advertisement was published, was at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section I-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of the Section I-597 of the General Statutes of North Carolina.



Signature of person making affidavit

**NOTICE OF PUBLIC HEARING
regarding the OLD PINE
GROVE SCHOOL BUILDING**

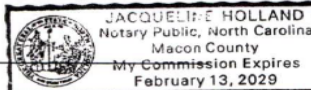
Take notice that the Macon County Board of County Commissioners will conduct a public hearing on Tuesday, April 9, 2024 at 6 p.m. in the Commissioners Board Room located on the third floor of the Macon County Courthouse, located at 5 West Main Street, Franklin, NC 28734, to receive public comment on whether it is in the County's best interest to sell the property known as the Old Pine Grove School, an approximate 1.26 acre tract of land located at the junction of Peeks Creek Road and the Highlands Road, bearing Macon County Mapping Office Parcel Identification Number 7522092290 and more particularly described in Book H-42, Page 1836 of the Macon County Registry.

The public is invited to attend and provide comment about the same.

3/27/24 #808181

Sworn to and subscribed before me this 27th day of March, 2024





Notary Public

My Commission Expires: 2/13/29

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – REPORTS/PRESENTATIONS

MEETING DATE: APRIL 9, 2024

9A. Chorus and at students from Iotla Valley Elementary School and Macon Middle School will be presenting a "throwback" to the old Franklin High School, titled "Carousel of the Arts".

9B. Southwestern Commission Executive Director Russ Harris will provide an update on the opioid funding and plans for Macon County and the region.

9C. Included in your packet is an information document about the Children and Families Specialty Plan (CFSP) as well as a draft letter of support for Vaya Health. Community Relations Regional Director, Shelly Foreman will be providing information and requesting approval of the letter of support.

Macon County



Secretary Kody H. Kinsley
N.C. Department of Health and Human Services
2001 Mail Service Center
Raleigh, NC 27699-2000

Dear Secretary Kinsley:

As County Commissioners in Macon County, we recognize that caring for children and youth in foster care is one of the most important functions of government. As such, we applaud the Department's increased resources and attention for this population reflected in the NCDHHS Children and Families Specialty Plan (CFSP) waiver Request for Proposals (RFP).

I am writing to extend Macon County's support for Vaya Health to become the statewide administrator for the CFSP, in collaboration with Partners Health Management.

Vaya is highly qualified to administer a specialty plan for children and families served by the child welfare system. For more than 50 years, Vaya has been a trusted partner in the State's public behavioral health system. Vaya's service to the State includes more than 12 years of experience administering a Medicaid health plan covering a full array of mental health, substance use disorder, and intellectual/developmental disability (I/DD) services. In the coming months, Vaya will begin operating the Behavioral Health and I/DD Tailored Plan that includes physical health, pharmacy services and behavioral health services for its members. Vaya currently operates in nearly one-third of the state's 100 counties, understands the needs of our community, and is invested in the well-being of North Carolinians.

Vaya's expertise and experience will offer the best support for the complex needs of the population to be served by the CFSP. CFSP members will depend on plan services for supporting and maintaining family systems, preventing entry into foster care, and ensuring permanency when foster care placements are necessary. These efforts will require close coordination with local Departments of Social Services (DSS). Many years ago, Vaya pioneered on-site, embedded care management, growing the concept to include almost all counties it serves. Embedding staff in county social service agencies ensures DSS-involved youth and their families receive timely, appropriate support and services. Vaya has fostered these partnerships through regular meetings with county social service agencies, state child welfare

leadership, and its peer LME/MCOs to discuss successes, challenges, and solution-oriented opportunities for collaboration.

One notable example of Vaya's continual investment in North Carolina's child welfare system, provider agencies, and involved children and families is the Pathways to Permanency project. Launched in March 2021, the project is an ongoing partnership among Vaya, local DSS agencies, providers, and a lived experience advisory council. Resources created through this project include a pathway for assessing the clinical needs of children entering custody, cross-systems training, and the "Adventure Awaits" foster care recruitment campaign.

Vaya's committed and long-serving executive leadership team has successfully administered services and support on behalf of the people of North Carolina while maintaining quality standards and fiscal responsibility. Vaya staff have achieved this success via dedication to members and recipients and extensive state and local partnerships with government agencies, individuals and families, health care providers, and community-based organizations. By adhering to best practices and implementing innovative programs to address service gaps, Vaya meets individual and community needs and offers wraparound services and support to help them live lives that are meaningful to them.

Awarding the CFSP to Vaya will allow North Carolina to build on the solid foundation that counties have built through LME/MCOs—a legacy of stable, personalized care available through dedicated local providers who are deeply rooted in the communities they serve. Expanding Vaya's work statewide will utilize those established foundations in the 47 counties currently served by Vaya and Partners, retaining the local focus and community voice we hold dear, while allowing the state's other counties to benefit from that proven model.

Sincerely,

Gary Shields, Chairman
Macon County Board of Commissioners

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – OLD BUSINESS

MEETING DATE: APRIL 9, 2024

10(A). As a follow-up to the presentation by the Franklin Garden Club at the March 12, 2024, regular meeting, Mr. Morgan has obtained a proposal for accessing the needs and repair of the Clock Tower. A copy of the proposal is included in your packet for consideration and approval. Mr. Morgan will be present at the meeting to provide any additional information and to answer questions.

10(B). Mr. Morgan will provide an update on repairs needed to the structural posts at the Macon County Public Library as well as give a report regarding needs at Macon Early College. A copy of a structural assessment and recommendations for the library from Klosel Engineering, PA is included in your packet for review .

10(C). Included in your packet is a copy of the proposed Environmental Health Fee Schedule as approved by the Board of Health. Health Director Kathy McGaha will be present at the meeting to provide additional information and answer questions.

March 29, 2024

Jack Morgan
Macon County
5 West Main Street
Franklin, NC 28734

Re: Proposal to assess the historic Macon County Clock Tower envelope, prepare and submit summary

Dear Mr. Morgan,

I am pleased to provide this proposal for assessing the Historic Macon County Courthouse Clock Tower envelope (building components that separate the interior from the exterior).

This proposal covers Phase-1 of a 2 or 3-Phase process:

- ◆ **Phase-1** (This proposal) **Discovery & Documentation**
- ◆ **Phase-2** (Future Phase) **Design & Production of Construction Documents** (Drawings & Specifications) / fee to be determined
- ◆ **Phase-3*** (Future Phase) **Bidding & Construction Administration** / fee to be determined
*If Macon County proceeds with the restoration work, using County Staff members in lieu of conducting a public bid, my fee for Phase-3 will be reduced accordingly.

This proposal is based on our preliminary discussions and my observations during our March 19th meeting at the tower. During the meeting, I climbed the (2) ladders to the top of the Clock Tower's interior, and rode the lift, you provided, to the top of the tower's exterior. I do not believe the present condition of the Clock Tower envelope poses public safety concerns at this time. I do, however, want to emphasize an urgency to restore the Clock Tower envelope. I observed signs of water penetration when inside. I anticipate there already being some damaged roof sheathing that will need to be replaced.

Initial observations:

- Brick Base- Should be cleaned but not power-washed
- Brick Mortar Joints- should be checked over carefully. Damaged or failing mortar joints should be restored.
- Wood Trim & Wood (Board & Batten) Siding- (upper, Cupola, portion of tower) should be prepared, repaired or replaced, then primed and re-painted.
- Sealant Joints- should be removed and new backer rod and sealant installed.
- Roof- Roof shingles are in poor condition and should be replaced.

Initial observations (Continued):

- Skylight- The skylight appears to be made from a clear plastic material. Mastic residue was observed around the perimeter of the adjacent roof area. I believe the residual mastic was left after repairs were made at some point. Based on best practices, skylights are typically installed on a raised “curbs”. A raised curb allows for proper flashing installation.
- Roof System (membrane- type)- A membrane roof material was installed around the skylight. The membrane has outlived it’s useful life and should be replaced.
- Roof Accessories- Metal drip edge and misc. other flashing should be inspected and, replaced.
- Sealant Joints- Sealant Joints should be replaced.

Full Project- Phases:

Phase-1 (This Phase) **Discovery & Documentation**

Phase-2 (Future Phase) Design & Production of Construction Documents (Drawings & Specifications) / fee to be determined

Phase-3* (Future Phase) Bidding & Construction Administration / fee to be determined

*If Macon County proceeds with the restoration work, using County Staff members in lieu of conducting a public bid, my fee for Phase-3 will be reduced accordingly.

Phase-1 (This Phase) Discovery & Documentation / Process and Deliverables:

1. Site visit / extensive observation
 - a) Exterior (Lift Required)
 - b) Interior (The existing Ladder will be acceptable)
2. Review “best practices” for determining recommended corrective measures
3. Generate Summary
4. Send Summary to Jack Morgan.*

* It is assumed that approval by the County Commissioners will be required before proceeding with Phase-2- Design & Production of Construction Documents.

Estimated Fee: Phase-1 Discovery and Documentation: \$2,615.00*

****Miscellaneous:**

- a) Expenses shall be computed at 1.15 time the expense incurred.
- b) Applicable Expenses: printing, additions to the Scope of Work, additional site visits. Approval with Jack Morgan will be obtained in advance of incurring the expense.

In closing, historic buildings and landmarks are very important to me; when they are gone, a record of our past has been lost for future generations. I have been fortunate to headed up a number of historic renovations for important buildings in the area. The *Asheville City Hall Elevator Modernization* project was my most recent historic renovation. The following a link will take you to the video production the City assembled to record the important project: <https://youtu.be/1CEEZYdgGlc?feature=shared> The Video production is extremely well done. The City is proud of the modernization.

This Proposal is good for 30 days. If the project is delayed beyond the 30-day period. Please contact me to verify whether the proposal is still valid or a fee change is warranted.

Do not hesitate to contact me if you have any questions. If this proposal for services meets with your approval, please sign, date, at the line below, and I will get started. Also, please send a signed and dated copy back to me for my records.

Sincerely yours,
Looper Architectural Design & Planning



Peter S. Looper, AIA

Jack Morgan, Macon County Facilities Consultant

Date

Appendix A- 2024 Hourly Rate Schedule:

Category	Hourly Billing Rate
Project Architect (Field Work & Production)	\$110.00
Travel (Time)	\$ 75.00
Category	Hourly Billing Rate
Travel (Time)	\$ 75.00

April 4, 2024

Eric Howell, AIA
MHAworks
12 S. Lexington Ave, Unit 100
Asheville, NC 28801

Re: Macon County Library – Timber Frame Structural Assessment
149 Siler Farm Road
Franklin, NC 28734
(KEPA No. 20240150)

Dear Mr. Howell,

Pursuant to your request, Kloesel Engineering, P.A. visited the subject building on February 23, 2024 to observe several areas of concern reported by the building owner. The subject building is a 1 story building on a concrete slab on grade foundation. The building structure is primarily concrete masonry unit bearing walls and steel framed roof, with timber framed Porte cochere and Lobby areas. Existing structural and architectural drawings were furnished to us for review, however detailed drawings for the timber framed components were not included on the drawing set.

The building owner identified two primary areas of concern prior to our site visit. The first was decay at the base of the timber Porte Cochere columns, the second was deflection of the timber ‘hammer’ frames in the Lobby area. Our observations and opinions are as follows.

Observations:

1. Extensive decay was observed at the base of the outer Porte Cochere columns. A portion of the stone cladding had been removed from one of the columns to allow observation of the column. Refer to Photographs 1-4. Based on our review of the original Architectural Drawings (refer to Detail 1701 on Sheet A-17) the timber columns extend through the stone cladding. Based on our observations, this condition has allowed moisture to infiltrate between the stone and wood, resulting in decay. In our opinion, the outer row of columns are no longer structurally adequate and should be repaired as soon as feasible.
2. The inner row of Porte Cochere columns did not exhibit as much decay as the outer columns, however some soft spots were noted. In our experience, the inner columns are experiencing the same moisture related decay as the exterior columns, but at a slower rate.

3. The extensive decay and resulting settlement of the outer Porte Cochere columns has resulted in separating of the connector roof from the main building. Refer to Photographs 5-8.
4. Moderate decay was also observed at the bases of the timber columns in the exterior walls adjacent to the main entry door. Refer to Photographs 9 and 10. The bases to these two columns were in contact with soil on one face, and concrete on the other three faces. No visible flashing or sealant was noted. In our experience, the conditions observed increase the likelihood of decay at the base of the timber columns.
5. Minor downward deflection of the ‘hammer’ frames was observed in the Lobby area. Some separation of the joints was also observed, likely due to shrinkage or settlement. Refer to Photographs 11-14. Although minor deflection was observed, most notably at the lowermost ‘hammer’ frame, at the time of our visit we did not observe any major signs of structural distress.

Recommendations:

1. We recommend that all eight of the existing Porte Cochere columns be repaired. The repair we propose would require shoring of the existing porte cochere to allow the installation of new CMU or concrete piers extending to a height that the existing columns are deemed structurally sound. The existing columns would be trimmed to bear in a new post base at the top of the stone cladding thus minimizing continuous exposure to moisture. Upon request Kloesel will work with the Project Architect to develop appropriate structural details for the proposed repair.
2. We recommend that the soil be removed from the base of the two columns adjacent to the main entry door to allow for further observation. If the decay observed is determined to be minor, a repair using structural epoxy may be feasible. A waterproof membrane could then be installed between the column and the soil and the base of the column caulked to the concrete to minimize future water intrusion. If the decay has progressed to the point that a structural repair is required, the existing columns could be modified to bear on a pier and post base similar to that proposed for the Porte Cochere. Upon request Kloesel will work with the Project Architect to develop appropriate structural details for the proposed repairs.
3. Once the Porte cochere columns have been repaired and the structure restored to the original elevation, the gap between the connector roof and main building may be reduced, although we are not certain this would be the case. The structural repairs to the Porte Cochere columns should arrest the displacement however, even if the gap does not fully close. In our opinion, it should be anticipated that the existing wall cladding and flashing details will need to be modified to accommodate the new position of the structure in the

event that the gap cannot be reduced. Even in the event that the roof is fully restored to its original position, in our opinion the existing wall cladding and flashing details will need to be repaired due to the damage caused by the movement of the roof.

4. Regarding the timber ‘hammer’ frames was observed in the Lobby area, we do not have sufficient information to make recommendations based on observations alone. Although it is indicated on the original construction drawings that the timber frame components were to be a delegated design by a structural engineer, no detailed drawings or calculations were included in the drawing set. If further investigation of the timber frame structure is desired, Kloesel recommends retaining an engineering firm that specialized in timber frame analysis and connection design. Upon request we can furnish you a referral for a firm that has performed the delegated timber design for a number of our projects.

The scope of this report is limited to matters discussed herein. No opinion is offered, and none should be inferred, regarding other aspects of this structure nor the structure taken as a whole. By accepting this report, you and any other to whom it is distributed, agree to a strict limitation of liability for D. Ben. Poss, P.E. and Kloesel Engineering, P.A. to an amount not to exceed the fee paid in hand.

We appreciate the opportunity to be of service to you in this matter. Do not hesitate to contact us if you have any questions or if we can be of further assistance.

Sincerely,

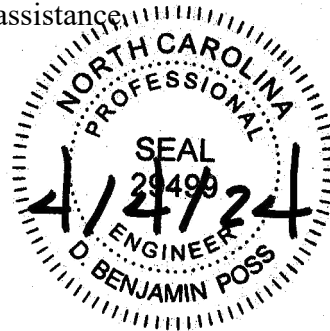


Kloesel Engineering, P.A.

D. Ben Poss, P.E.

Attachments:

Photographs





Photograph 1: Existing Porte Cochere.



Photograph 2: Typical Porte Cochere column – note open joint allowing moisture intrusion.



Photograph 3: Damaged column with stone cladding removed.



Photograph 4: Porte Cochere column with cracked stone cladding.



Photograph 5: Separation of connector roof from main building.



Photograph 6: Separation of connector roof from main building.



Photograph 7: Exterior cladding has been pulled away from the building by the connector roof.



Photograph 8: Exterior cladding and flashing has been pulled away from the building by the connector roof.



Photograph 9: Decay at base of timber column adjacent to main entry.



Photograph 10: Base of timber column adjacent to main entry in contact with soil and concrete.



Photograph 11: Timber 'hammer' frames in the Lobby area.



Photograph 12: Lower 'hammer' frame – slight downward rotation was observed.



Photograph 13: Close up of joint at lower 'hammer' frame – some rotation was observed.



Photograph 14: Typical mortise and tenon timber frame joinery.

Proposed Environmental Health Fee Schedule March 26, 2024

Division	Fee Name	Fee Description	Current	Proposed
Food, Lodging, & Institutions	Food Service Plan Review	Charged for food service plan review and evaluation	\$200	\$250
Food, Lodging, & Institutions	Limited Food Establishment Permit	Charged for food service plan review and evaluation	\$75	\$75
Food, Lodging, & Institutions	Mobile Food Unit Permit	Charged for food service plan review and evaluation	\$200	\$250
Food, Lodging, & Institutions	Public Swimming Pool Plan Review	Charged for pool/spa plan review and evaluation, per body of water	\$100	\$300
Food, Lodging, & Institutions	Public Swimming Pool Permit, Annual	Charged to permit public swimming pools and spas, per body of water	\$100	\$200
Food, Lodging, & Institutions	Public Swimming Pool Permit, Seasonal	Charged to permit public swimming pools and spas, per body of water	\$100	\$150
Food, Lodging, & Institutions	Tattoo Parlor Permit	This fee is charged to permit a tattoo artist (owner)	\$700	\$500
Food, Lodging, & Institutions	Tattoo Artist Permit	This fee is charged to permit a tattoo artist	\$500	\$250
Food, Lodging, & Institutions	Temporary Food Establishment	These fees are set by NC General Statute and charged for food vendors associated with temporary events/festivals	\$75	\$75
Food, Lodging, & Institutions	Temporary Tattoo Artist / Guest Artist Permit	Charged to permit a tattoo artist associated with a temporary tattoo event*	N/A	\$150
Food, Lodging, & Institutions	Re-Visit Fee	Charged when a public swimming pool is not adequately prepared for a permitting visit	N/A	\$150
Food, Lodging, & Institutions	Lodging Plan Review	Charged for plan review of lodging establishment	N/A	\$100
On-site Wastewater	IP/CA - 1 Bedroom Equivalency	Charged for septic permits; includes Improvement Permit, Construction Authorization, and Operations Permit	\$400	\$400
On-site Wastewater	IP/CA - 2 Bedroom Equivalency	Charged for septic permits; includes Improvement Permit, Construction Authorization, and Operations Permit	\$500	\$550
On-site Wastewater	IP/CA - 3 Bedroom Equivalency	Charged for septic permits; includes Improvement Permit, Construction Authorization, and Operations Permit	\$500	\$700
On-site Wastewater	IP/CA - 4 Bedroom Equivalency	Charged for septic permits; includes Improvement Permit, Construction Authorization, and Operations Permit	\$1,000	\$850
On-site Wastewater	IP/CA - 5 Bedroom Equivalency	Charged for septic permits; includes Improvement Permit, Construction Authorization, and Operations Permit	\$1,000	\$1,000
On-site Wastewater	IP/CA - 6 Bedroom Equivalency	Charged for septic permits; includes Improvement Permit, Construction Authorization, and Operations Permit	\$1,188	\$1,150
On-site Wastewater	IP/CA - 7+ Bedrooms Equivalency	Charged for septic permits, per additional bedroom over 6	\$1,386	\$300
On-site Wastewater	IP/CA - Commercial	Charged for commercial septic permits, per gallon of daily flow rate	\$1.65	\$2
On-site Wastewater	Repair - Residential	No fee levied for this service	\$0	\$0
On-site Wastewater	Repair - Commercial	Charged for commercial septic repairs, per gallon of daily flow rate	\$0.42	\$0.75
On-site Wastewater	Addition to System	Charged for septic permits, per added bedroom	\$250	\$250
On-site Wastewater	Tank Relocation	Charged for septic permits	\$125	\$250
On-site Wastewater	System Compliance Check	Charged for septic compliance inspection	\$150	\$150
On-site Wastewater	System Location	Charged for general services	\$125	\$150
On-site Wastewater	System Relocation - EHS Visit	Charged for septic permits	\$125	\$150
On-site Wastewater	System Relocation - Affidavit	Charged for general services	\$35	\$35
On-site Wastewater	Engineered Option / AOWE Permit	Charged for general services	\$35	\$35
On-site Wastewater	Session Law Permit	Charged for general services, at max of 40% for equivalent system design	see IP/CA fees	see IP/CA fees
On-site Wastewater	Relocation of System	Charged for septic permits, per IP/CA fee schedule; for non-failing septic systems	\$125	see IP/CA fees
On-site Wastewater	Migrant Housing Inspection	Charged for services necessary for DoL preoccupancy report	N/A	\$150
Private Drinking Water	Private Well Construction Authorization	Charged for well permits	\$375	\$375
Private Drinking Water	.1700 Well Construction Authorization	Charged for well permits	\$375	\$375
Private Drinking Water	Well Relocation / Permit Revision	Charged for well permits	\$125	\$200
Private Drinking Water	Well Repair - with water samples	Charged for well permits	\$129	\$129
Private Drinking Water	Well Repair - without water samples	No fee levied for this service	\$0	\$0
Private Drinking Water	Construction Authorization Revision	Charged for well permits	\$125	\$200
Private Drinking Water	Well Abandonment	No fee levied for this service	\$0	\$0

Private Drinking Water	Private Well Variance Request	Charged for well permits	\$254	\$275
Private Drinking Water	Water Sample - Full Panel Inorganic	Charged for water sample collection and analysis	\$78	\$90
Private Drinking Water	Water Sample - Bacteria	Charged for water sample collection and analysis	\$20	\$35
Private Drinking Water	Water Sample - Metals Only	Charged for water sample collection and analysis	\$67	\$80
Private Drinking Water	Water Sample - Select Metals	Charged for water sample collection and analysis	\$53	\$65
Private Drinking Water	Water Sample - Volatile Organic Compounds	Charged for water sample collection and analysis	\$129	\$150
Private Drinking Water	Water Sample - Nitrate/Nitrite	Charged for water sample collection and analysis	\$36	\$45
Private Drinking Water	Water Sample - Pesticide	Charged for water sample collection and analysis	\$79	\$90
Private Drinking Water	Water Sample - Herbicide	Charged for water sample collection and analysis	\$79	\$90
Private Drinking Water	Water Sample - Bacteria, MPN	Charged for water sample collection and analysis	\$30	\$45
Private Drinking Water	Water Sample - Full Panel w/o nitrate/nitrite	Charged for water sample collection and analysis	\$75	\$85
Private Drinking Water	EHS Sample Collection Fee	Charged for water sample collection and analysis; for existing wells or loan requirements	\$50	\$50
Administrative	Research Request	Charged for information requests requiring clerical inspection of historic archives	N/A	\$10

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: APRIL 9, 2024

11(A). Included in your packet is a memo regarding a budget amendment request for the Macon County Board of Elections. Board of Elections Director Melanie Thibault and Board Vice-Chair Gary Dills will be present at the meeting to provide more details and answer any questions.

11(B). Attorney Ridenour has prepared an Offer to Purchase and Contract for three parcels of real estate deeded to Robin Morgan Cochran and Keith E. Cochran on March 10, 2015, and recorded in Book Q-36, Page 2378 of the Macon County Registry consisting of an approx.. 1 acre tract bearing PIN# 6517793633, an approx. 0.09 acre tract bearing PIN# 6517792316, and an approx.. 2 acre tract bearing PIN# 6517795720 with a purchase price of \$90,000. A copy of the document is included in your packet and Attorney Ridenour can provide more information at the meeting.

11(C). The NC Department of Adult Corrections Probation and Parole has requested to renew their lease for space located on the first floor of the Macon County Courthouse. A copy of the proposed lease is included in your packet. Attorney Ridenour and Mr. Roland will provide additional information at the meeting if needed.

11(D). Project Manager Jack Morgan will discuss drilling a well to serve the water feature at Wesley's Playground on the greenway.

MACON COUNTY BOARD OF ELECTIONS
5 WEST MAIN STREET, FRANKLIN, NC 28734
PHONE: 828-349-2034 FAX: 828-349-2557
EMAIL: mthibault@maconnc.org

March 19, 2024

Attention: Lori Hall-Finance
Derek Roland-County Manager
Commissioners: Gary Shields, Raul Higdon, Josh Young, Danny Antoine, John Shearl

Subject: Board of Elections Current 2023-2024 Budget Amendment

Due to changes in legislature (Primary Date, Second Primary Date, Voter ID rules, the BOE office is Not ADA compliant) the Board of Elections respectfully requests an additional \$50,000.00 from the County so that we may be able to conduct the Second Primary on May 14, 2024.

Early voting will begin on April 25, 2024-May 11, 2024, with the second Primary to be held on May, 14, 2024. Canvass will be held on May 24, 2024.

With all of the changes in legislature for voter id, all materials (absentee envelopes, sent and returned, ATV forms, change forms, provisional envelopes, provisional forms, same day registration forms, new voter registration forms had to be replaced with new wording. The coding for a Primary is always more due to the amount of candidates on the ballot, also the testing cost is more than what it was previously, because you have (3) machines for each precinct vs (2) with the old equipment).
With the above added cost's we unfortunately went over budget.

The requested money will be spent on the following:

\$10,000.00 on early voting-part-time salary #114170-550002
\$20,000.00 on Election Day salary-#114170-550002
\$2,000.00 on Election Day meal expenses-114170-556012
\$5,000.00 on Election Day ballots-114170-556012
\$3,000.00 on Election Day equipment delivery-114170-555106
\$5,000.00 on Election L&A testing-114170-555106
\$5,000.00 on coding from HART

Total \$50,000.00

Note: If the Board of Elections had an office that was ADA compliant we could have early voting in our office and it could be done with the current employees and we would save the County \$10,000.00-15,000.00. If the early voting could be held in our office, we would only have to be open from 8am-5pm. (Normal office hours) Since we hold our early voting off site, we have to be open from 8am-7:30 and open on the last Saturday 8am-34pm. Those rules are set by the NCSBE.

Regards,
Melanie D. Thibault/Director

OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller"**: ROBIN M. COCHRAN and spouse, KEITH E. COCHRAN

(b) **"Buyer"**: MACON COUNTY, a NC body politic

(c) **"Property"**: The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

Legal Description: (Complete ALL applicable)

BEING those three parcels of real estate described in that certain deed from Roberta Morgan to Robin Morgan Cochran and Keith E. Cochran dated March 10, 2015 and recorded in Book Q-36, Page 2378 of the Macon County Registry consisting of an approx.. 1 acre tract bearing PIN# 6517793633, an approx. 0.09 acre tract bearing PIN# 6517792316, and an approx.. 2 acre tract bearing PIN# 6517795720.

(d) **"Purchase Price"**:

\$90,000
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$90,000

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date by cash personal check official bank check wire transfer electronic transfer (*specify payment service:* _____)
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, electronic transfer within five (5) days of the Effective Date of this Contract.
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, **TIME BEING OF THE ESSENCE** by cash official bank check wire transfer electronic transfer
BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T
Revised 7/2022
© 7/2022

Buyer's initials _____ Seller's initials _____

the future. In addition, Seller may be entitled to recover reasonable attorney fees and court costs. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. See paragraph 23 for remedies in the event of breach of this Contract.

(f) **"Escrow Agent"** (insert name): _____
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 23(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. MAY 30, 2024, *TIME BEING OF THE ESSENCE*.

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on or about JUNE 30, 2024, (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which

includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **“Special Assessments”:** A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners’ association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer’s and Seller’s respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(k).

2. FIXTURES AND EXCLUSIONS:

WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

[THIS SPACE INTENTIONALLY LEFT BLANK]

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*):

Seller shall repair any damage caused by removal of any items excluded above.

3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value: **SELLER SHALL HAVE UP 60 DAYS AFTER CLOSING TO REMOVE THE METAL ROOF and any other items, including fixtures, that Seller would like to retain. Any items not removed within 60 days after closing shall be the property of the buyer.**

4. **BUYER'S DUE DILIGENCE PROCESS:**

- (a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.
- (b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:
 - (i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:

- Unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.
- Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.

Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

NOTE: See Paragraph 8(c), Access to Property and Paragraph 8(m), Negotiated Repairs/Improvements.

(e) **Buyer’s Obligation to Repair Damage:** Buyer shall, at Buyer’s expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer’s agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer’s agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller’s negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(g) **Buyer’s Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the “Termination Notice”) during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. BUYER REPRESENTATIONS:

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer’s own assets. Verification of cash available for Settlement is is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer’s own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer’s own assets.

OR:

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: FHA VA (attach FHA/VA Financing Addendum) Conventional USDA Other type: _____

_____ in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP.

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property: _____

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer’s obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer’s own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed. Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- is listed with and actively marketed by a licensed real estate broker.
- will be listed with and actively marketed by a licensed real estate broker.
- Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): _____

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred

6. BUYER OBLIGATIONS:

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(b) of

- this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. SELLER REPRESENTATIONS:

- (a) **Ownership:** Seller represents that Seller:
- has owned the Property for at least one year.
 - has owned the Property for less than one year.
 - does not yet own the Property.

(b) **Lead-Based Paint** (*check if applicable*):
 The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(c) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(specify name of association): _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

(specify name of association): _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any _____

(d) **Fuel Tank(s)/Fuel:** To the best of Seller's knowledge, there is is not a fuel tank(s) located on the Property. *If "yes" complete the following:*

(i) **Description:**

- Tank 1:
- Use: currently in use currently NOT in use
 - Ownership: owned leased. If leased, name and contact information of tank lessor: _____
 - Location: above ground below ground
 - Type of fuel: oil propane gasoline and/or diesel other: _____
 - Name and contact information of fuel vendor: _____

Tank 2:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____
- Location: above ground below ground
- Type of fuel: oil propane gasoline and/or diesel other: _____
- Name and contact information of fuel vendor: _____

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

NOTE: Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

NOTE: State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.

8. SELLER OBLIGATIONS:

(a) Evidence of Title, Payoff Statement(s) and Non Foreign Status:

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to

Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

NOTE: See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s)

in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: _____

_____.

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ _____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

NOTE: Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(i). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(j) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(k) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Home Warranty (Select one of the following):**

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from _____

at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

(o) **Seller's Breach of Contract:** See paragraph 23 for Buyer's remedies in the event of breach of this Contract.

9. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.

(b) **Buyer shall pay:**

- (i) charges for providing information required by Buyer's lender;
- (ii) charges for working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) charges for determining restrictive covenant compliance.

10. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

11. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

12. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. POSSESSION: Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s)

NOTE: Consider attaching Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T)

14. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | <ul style="list-style-type: none"> <input type="checkbox"/> New Construction Addendum (Form 2A3-T) <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
|---|---|

Identify other attorney or party drafted addenda: _____

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee’s heirs and successors.

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

17. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the “Notice Information” section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party’s agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party’s system, to any electronic address provided for such party in the “Notice Information” section below. Seller and Buyer agree that the “Notice Information” and “Acknowledgment of Receipt of Monies” sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term “days” shall

mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. REMEDIES:

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

MACON COUNTY, a NC Body Politic

Buyer: _____
By: Derek Roland, Macon County Manager

Seller: _____
ROBIN M. COCHRAN

Date: _____

Date: _____

Seller: _____
KEITH E. COCHRAN

Date: _____

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Macon County
C/O Eric Ridenour, County Attorney
828-586-3131
eric@sylvalawyers.com

SELLER NOTICE ADDRESS:

Robin Cochran
PO Box 546
Andrews, NC 28901

Seller phone#: 828-321-5311 (hp). 828-557-8150 (cell)
Seller E-mail rkcockran@dnet.net

(Print name)

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADULT CORRECTION**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF MACON

THIS LEASE AGREEMENT, made and entered into this the ____ day of _____, 2024, by and between, **COUNTY OF MACON**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September 1981; and as amended on September 8, 1999 and December 7th, 1999, and October 6, 2020 and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Franklin, County of Macon, North Carolina**, more particularly described as follows:

Being approximately ±1,781 net square feet of office space located at 5 West Main Street; Macon County; Franklin, North Carolina, and further described in the floor plan, Exhibit "A".

**(NC DEPARTMENT OF ADULT CORRECTION, COMMUNITY SUPERVISION,
DIVISION 4, DISTRICT 30)**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:


1. The term of this lease shall be for a period of **three (3) years**, commencing on **1st day of April 2024**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31st March 2027**.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** dollar per annum, said rental to be payable within 15 days from receipt of invoice. The Lessee agrees to pay the aforesaid rental to the Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services, and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Maintenance of lawns, sidewalks, shrubbery, parking, paved areas and common areas and disposal of trash is required.

- C. Lessor provides required fire extinguishers and servicing, pest control, and outside trash disposal, including provision for the handling of recyclable items such as aluminum cans, cardboard, and paper. All pesticides must be applied by a licensed technician.
- D. All utilities except telecommunications.
- E. Daily janitorial service and supplies.
- F. Parking (as available).
- G. If applicable elevator service.
- H. The leased premises are generally accessible to persons with disabilities. This shall include access to the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.
- I. Any fire or safety inspection fees, stormwater fees, or land transfer tax/fees.

 J. ~~All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 incorporated herein by reference and the "Specifications for Non-advertised Lease" (Exhibit B).~~

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenable condition, to the end that all facilities are kept in operative condition. Maintenance shall include but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures, or signs in or upon the leased premises. Such fixtures, additions, structures, or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises are destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate, and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such a period of repair, Lessee shall have the right to obtain similar office

space at the expense of Lessee or the Lessee may terminate the lease by giving 15 days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damage suffered by Lessee which is a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than 60 days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation, or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To the Lessor:

**Macon County
5 West Main Street
Franklin, North Carolina 28734**

w/copy to: N/A

To the Lessee:

**NC Department of Adult Correction (DAC), Purchasing Office
3512 Bush Street (MSC 5227)
Raleigh, North Carolina 27609-5227**

with a copy to:

**State Property Office
Attn: Leasing Manager and Space Planning Section
1321 Mail Service Center
Raleigh, North Carolina 27699-1321**

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. Within 30 days of Commencement Date, Lessor agrees to construct, upfit, repair and maintain the Premises in accordance with (a) the approved floor plan attached hereto as Exhibit A and (b) the applicable regulation and building code provisions of the governmental authority having jurisdiction over the Premises.

16. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

The rest of this page is intentionally left blank.

LESSEE:

STATE OF NORTH CAROLINA

By: _____ (SEAL)
Joanne Rowland, Director
DAC Purchasing Office

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Joanne Rowland** personally appeared before me this date and acknowledged the due execution by s/he of the foregoing instrument as Director of Purchasing Office of the Department of Adult Correction of the State of North Carolina, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, 2024.

Notary Public

Printed Name: _____

My Commission Expires: _____

LESSOR:

MACON COUNTY

By: _____ (SEAL)
Derek Roland
Macon County Manager

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in the County of _____, and State aforesaid, do hereby certify that **Derek Roland** personally came before me this day and acknowledge the due execution of the foregoing instrument on behalf of the limited liability company and for the purposes stated herein.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, 2024.

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit B

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. The floor plan should show building exits for the proposed space. Also, provide the year the building was constructed.
2. This facility must provide an environment that is barrier-free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act (ADA) is required. Toilet facilities shall be ADA accessible and code compliant.
3. The air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN rooms and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7-days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes, and replacement bulbs.
6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard, and paper. Frequent trash and recycling pick-up required. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Lessor shall provide internal and external signs that will provide easy identification of the office by the general public (*if applicable NC DAC request please work to be performed by Correction Enterprises*).
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.

9. The Lessor shall provide sufficient window coverings shall be provided to control glare within the space (venetian blinds or acceptable equivalent).
10. The Lessor shall provide vinyl tile or other floor covering acceptable to the State in all finished areas. Prefer carpeting for all offices and conference rooms. If floors are carpeted, they should be commercial grade 26 oz or 24 oz carpet squares preferred, acceptable to the Lessee. LVT tile is preferred in the waiting area, LAN room(s), kitchenette, restrooms and hallways. LAN room tile should be anti-static. New or like-new carpet is preferred. If not new, carpet must be professionally cleaned and all stains removed before occupancy. High traffic areas will require frequent cleaning and replacement of floor finishes to maintain a neat, clean, high-quality finish and will be at the State Property Office's discretion.
11. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
12. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.
13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
15. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
16. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.
17. Lessor is responsible for providing all cleaning supplies, paper and soap products for kitchen and bathrooms regardless of who contracts for janitorial services.

The lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form PO-28.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CONSENT AGENDA

MEETING DATE: APRIL 9, 2024

Item 12A. Draft minutes from the March 12, 2024, regular meeting, and the March 25, 2024, special meeting are attached for the board's review and approval. (Tammy Keezer)

Item 12B. Budget Amendments #211-219 are attached for your review and approval. (Lori Carpenter)

Item 12C. Public Records Disposal for Macon County Solid Waste. In accordance with the North Carolina Records Retention and Disposition Schedule, Program Records Schedule: Local Government Agencies 18.03, records and/or receipts concerning the disposal of materials at the landfill can be destroyed in the office after three years. The Destructions Log included in your packet documents that the records disposed by the Solid Waste Department on March 26, 2024, were from 2018 and met the criteria for disposal . (June Cassada/Tammy Keezer)

Item 12D. Included in your packet is the annual Community Advisory Committee (CAC) report. The CAC is a volunteer committee hosted by the Southwestern Commission Regional Long-term Care Ombudsman program. This committee meets quarterly for training and visits long-term care facilities in Macon County to ensure residents' needs are being met. The Macon County CAC is a five-member board and currently all five seats are vacant and the Regional Ombudsman Anna Rogers has requested that the board assist with promoting and recruiting members. Members must complete an initial 40 hours of training and commit to four to five hours of training and/or visits to long-term care facilities each quarter. Interested members can submit the application found on the Macon County website at <https://maconnc.org/advisory-boards.html> . (Anna Rogers/Tammy Keezer)

Item 12E. Tax releases for the month of March in the amount of \$3,381.65, per the attached memorandum from Tax Collections Supervisor Delena Raby.

Item 12F. A copy of the ad valorem tax collection report as of March 31, 2024. Report only. No action is necessary. (Delena Raby)



**MACON COUNTY BOARD OF COMMISSIONERS
MARCH 12, 2024
REGULAR MEETING MINUTES**

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

ANNOUNCEMENTS:

- (A)** Mr. Roland announced that there will be a Special Meeting on Monday, March 25, 2024, at 5:30 p.m. in the Commission Board Room located at 5 West Main Street, Franklin NC. The purpose of this Special Meeting will be to approve a contract for pre-construction services for the Franklin High School Project as well as a Public Hearing to consider entering into a private sale agreement to sell county-owned property and provide an incentive grant to the purchaser. He provided a copy of the Notice of Special Meeting and Public Hearing that will be sent to The Franklin Press for publication in the March 13, 2024 edition [Attachment 1].

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

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

PUBLIC HEARING(S): None

PUBLIC COMMENT PERIOD: **Gracie Parker** representing “Why Us Kids” spoke about the need for counselors in all schools. She invited board members and the public to a public health rally on April 28, 2024, from 2:00 p.m. to 5:00 p.m. at the Gazebo Square. Miss Parker also shared information about a book titled, “Shattered” which can be purchased on Amazon. She said the book is about lives impacted by substance abuse and includes her personal story. Miss Parker also announced that she had recently received the Youth Citizenship Award from the Franklin Chamber of Commerce. **Maryann Ingram** spoke in support of a quarter-cent sales tax referendum. **Betsie Baste** spoke in support of a quarter-cent sales tax referendum. Spoke in support of Franklin Garden Club and what they do for this community. **Scott Baste** spoke in support of a quarter-cent sales tax referendum. **Jake Loudon** spoke about road conditions on the Georgia Road.

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

- To remove Item 10E under Old Business, Construction Manager at Risk for Highlands School, per Mr. Roland
- To add Item B1 under Old Business, Reconciliation of Change Orders for Macon Middle School Locker Room Project, per Mr. Roland
- To add a Closed Session after Item 10A under Old Business, per Mr. Roland
- To modify Item 13A under Appointments from two to three appointments for the Economic Development Commission, per Mr. Roland

REPORTS AND PRESENTATIONS:

(A) FRANKLIN GARDEN CLUB: Rhonda Tallent, Liaison, and Paige Selking, President. Ms. Selking began by reminding board members that the Franklin Garden Club has been taking care of public spaces in Franklin since 1928. She shared information about the volunteer hours that were completed in 2023, some of which occurred by partnering with Men’s Teen Challenge. Ms. Selking gave a summary of some of the improvements and maintenance that had been completed this year and highlighted goals for fiscal year 2024-25. Ms. Selking and Ms. Tallent shared photos via a PowerPoint presentation of areas and items for the requested improvements, a copy of which is in the office of the Clerk to the Board. Ms. Selking said Macon County provides \$2,500 annually to the Franklin Garden Club to cover expenses and they are requesting to increase this to \$5,000 beginning next fiscal year. She indicated that the Town of Franklin gives some funds to help with the two squares, the club has an annual plant sale, and they collect membership dues and donations. Ms. Selking said they do not get a lot of donations but raised about \$2,600 from the plant sale last year. She said their current membership dues are \$20 per year and they are looking at partial membership dues for seasonal members. Commissioner Higdon said the Courthouse Square and the Gazebo Square look bad and he would like to expand what the Franklin Garden Club does to expand to all four squares. Chairman Shields suggested this request be included in the budget process which is currently underway. Commissioner Shearl inquired as to how the clock tower became an issue of the Franklin Garden Club. He suggested getting volunteers from local businesses, Franklin High School carpentry classes, etc. to assist with the repairs. Some additional discussion followed and the board thanked the presenters for coming and sharing the information.

OLD BUSINESS:

(A) DISCUSSION AND CONSIDERATION OF CONTRACT FOR MCGILL ASSOCIATES FOR THE PLANNING OF PHASE 1A OF THE VETERANS MEMORIAL RECREATION MASTER PLAN- Parks and Recreation Director Seth Adams shared a summary of the area which includes the addition of pickleball courts, tennis courts, a connector bridge, etc. Ms. Carpenter shared that there is \$200,000 already allocated in the budget for this part of the project so a budget amendment is not needed. Mr. Adams requested a motion to enter into a contract with McGill Associates in the amount of \$163,700. Commissioner Young said this project falls in line with our Capital Improvement Plan (CIP) and is something that we need and have planned. Commissioner Shearl said he was excited and ready to vote. Commissioner Young made a motion, seconded by Commissioner Antoine to enter into a contract with McGill Associates as requested. Vote was unanimous.

CLOSED SESSION: At 6:53 p.m., upon a motion by Commissioner Shearl, seconded by Commissioner Young, the board voted unanimously to go into closed session as allowed under NCGS 143-318.11(a)(3) to preserve the attorney-client privilege. At

7:17 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Antoine, the board voted unanimously to come out of closed session and return to open session.

(B) DISCUSSION AND CONSIDERATION OF PROPOSAL FOR THE PUBLIC SAFETY RADIO SYSTEM AT MACON MIDDLE SCHOOL AND RECONCILIATION OF CHANGE ORDERS FOR MACON MIDDLE SCHOOL LOCKER ROOM PROJECT - Mr. Roland explained that installation of the required low voltage wiring consumed the majority of the contingency funding due to an omission by the architect. He indicated that an agreement has been made with the architect and contractor including liquidated damages and requested a motion for a budget amendment to move funds from the fund balance for the purchase of the bi-directional radio system in the Macon Middle School (MMS) main building as well as the locker room complex, consolidation of all change orders remaining at the locker room project and, resolution of the liquidated damages with the locker room project \$69,786. Motion by Commissioner Young, seconded by Commissioner Shields to approve a budget amendment as requested in the amount of \$69,786. Vote was unanimous.

(A) RATIFICATION OF REVISED 3-1 CAPITAL PROJECT FOR FIRE RESCUE TRAINING CENTER - Southwestern Community College President Dr. Don Tomas thanked board members for the approval of the 3-1 Construction Projects and said the state had approved them at the system level as well. He indicated that the 3-1 amendments only allocated county funding with no change to state funding and he hopes to put the project out to bid soon. Mr. Roland said, as a matter of formality the board is approving the 3-1 amendments as the funds were appropriated at the February 13, 2024, regular meeting. After some discussion, Commissioner Shearl made a motion, seconded by Commissioner Shields, to approve the amendments as requested. Vote was unanimous.

(B) RATIFICATION OF 3-1 FOR GROVES CENTER EXPANSION - Mr. Roland said, as a matter of formality the board is approving the 3-1 amendments as the funds were appropriated at the February 13, 2024, regular meeting. After some discussion, Commissioner Young made a motion, seconded by Commissioner Antoine, to approve the amendments as requested. Vote was unanimous.

(C) APPROVAL OF CONSTRUCTION MANAGER (CM) AT RISK CONTRACT FOR HIGHLANDS SCHOOL RENOVATION/ADDITION – removed.

NEW BUSINESS:

(A) DISCUSSION AND CONSIDERATION OF 3-1 FOR INDOOR FIRING RANGE - Southwestern Community College President Dr. Don Tomas said they had received 10 million dollars in the last legislative session to create a regional training facility. He said that in addition to county and state agencies being able to use the facility at no charge, the facility can also be used by the Forest Service and the National Guard at a cost to those agencies. Dr. Tomas said the facility will be located beside the current Public Safety Training Center on Industrial Park Road. Southwestern Community College Dean of Public Safety Training Curtis Dowdle talked about the uses of the facility, curriculum planning, lead reduction to the ground, etc. Commissioner Shearl clarified that this facility could not be used by the public or for concealed carry classes and inquired about the technology that was going to be used. Mr. Dowdle spoke about the ventilation system, protective gear, soundproofing, etc. Ms. Carpenter highlighted that approval of this agreement requires the county to provide the ongoing operating costs projected at \$54,715 per year beginning in

2027. Commissioner Antoine made a motion, seconded by Commissioner Young to approve the 3-1 as requested. Vote was unanimous.

(B) DISCUSSION AND CONSIDERATION OF RESOLUTION IN RECOGNITION OF MACON COUNTY CRAWFORD SENIOR CENTER VOLUNTEERS - Senior Services Administrative Officer Jennifer Hollifield shared information about the 5,004 volunteer hours that have been provided during 2023 which is equal to about \$150,000. She said volunteers spent time delivering meals, leading classes, and helping with open enrollment for SHIIP (Senior Health Insurance Information Program). She said that 445 individuals were counseled, 1,500 hours were spent conducting activities such as dance, Tai Chi, yoga, etc., and 2,700 hours were spent delivering 11,000 hot meals to 70 homebound individuals as well as over 200 individuals in the congregate meal program. Ms. Hollifield said volunteers were aged 24-92 with the majority in their 70's. She requested the board adopt a resolution recognizing Volunteer Week and invited board members to a recognition celebration on April 23, 2024, at 4:00 p.m. at the Crawford Senior Center. Commissioner Antoine said he was pleased to see these folks recognized and did not realize the amount of hours they give. Commissioner Shearl said he had no clue what happens at the Senior Service Center, those seniors are dear to his heart, and he is grateful to the volunteers and the work they do. Commissioner Antoine made a motion, seconded by Commissioner Shearl to approve the resolution as requested **Attachment 2**.

(C) DISCUSSION AND APPROVAL OF PULSE (PANTHER UNIFIED LEARNING AND SKILLS EXCHANGE) - Macon County Schools Career and Technical Education (CTE) Director Colleen Strickland shared that the pathways that are being offered to students are being expanded to offer a public safety curriculum. She said this will allow students to participate in internships, and job shadowing in public safety departments with this opportunity only available because of collaboration between Macon County and Macon County Schools. Ms. Strickland said that instructor Larry Pickens has gained additional certifications and given up his planning period to make this programming happen. Mr. Pickens said he wants to put students in the environment that they want to go to work in and shared that Sheriff Brent Holbrooks and Emergency Management Director Warren Cabe have been instrumental in making this happen. Mr. Pickens said they will know next week about student interest and enrollment and he hopes this will help with participation in the volunteer fire departments. Commissioner Young made a motion, seconded by Commissioner Shields to approve the Memorandum of Understanding as requested. Vote was unanimous.

(D) NANTAHALA BROADBAND UPDATE AND DISCUSSION OF CAB (COMPLETING ACCESS TO BROADBAND) PROGRAM AND LETTER OF COMMITMENT FOR MACON COUNTY - Macon County Broadband Consultant Jeff Lee provided a PowerPoint presentation and shared updates about the Nantahala Project. He said BalsamWest is about 50 percent complete with a targeted completion to June 1, 2024. Mr. Lee indicated that BalsamWest will be installing some equipment at Nantahala School and has obtained an easement for that. He said a \$50,000 grant from Southwest Commission for had been received to pay for the equipment and installation of public Wi-Fi with most of the installation complete. Mr. Lee gave an update on the Frontier GREAT Grant, BalsamWest GREAT Grant, and the Charter RDOF Subsidy. He talked about the new CAB (Continuing Access to Broadband) project that was kicked off by the state in January 2024. Mr. Lee indicated that this program is different as the county will be collaborating directly with NCDIT (North Carolina Department of Information Technology) to identify the project areas that the county wants to work on. He said this program requires a county match, and identification of priority areas (approximately 2600 locations that are eligible for this funding). Mr. Lee asked for a letter of commitment with a request of

Minutes

3.12.24

Page 4 of 7

approximately \$1,067,000 (10 percent) which would allow for an 8 million dollar grant. Mr. Roland stated that the agenda packet included a grant project ordinance amendment in the amount of \$396,425 in American Rescue Act Funding (ARPA) balance to be spent by December 31, 2024, which could go toward this \$1,067,000 leaving a balance of \$670,575 to be appropriated from the general fund. After some discussion, Commissioner Higdon made a motion, seconded by Commissioner Shearl to pursue the CAB grant with a letter of commitment committing the county to a \$1,067,000 match, the ARPA ordinance amendment, and appropriating \$670,575 from the general fund balance as part of grant match. After some discussion a 4-1 vote was taken with Commissioner Higdon, Commissioner Shearl, Antoine, and Commissioner Higdon voting in favor of the motion, and Commissioner Young opposed.

(E) RECOMMENDATION OF CONSTRUCTION MANAGER (CM) AT RISK FOR FRANKLIN HIGH SCHOOL PROJECT – Mr. Roland reviewed the process that had been followed to issue and receive responses to a Request for Qualifications (RFQ) for a Construction Manager (CM) at Risk. He reported that three firms responded and the Liaison Committee and School Board members participated as the selection committee. Mr. Roland stated that the selection committee chose Carroll Daniel Construction and they will begin contract negotiations and will bring forth a contract for pre-construction services at the March 25, 2024 Special Meeting. Mr. Roland indicated that following approval of the pre-construction contract the CM at Risk will present a guaranteed maximum price for the project. Commissioner Young made a motion, seconded by Commissioner Shields to approve the recommendation and to begin contract negotiations with Carroll Daniel Construction. Vote was unanimous.

(F) DISCUSSION AND CONSIDERATION OF OFFER TO PURCHASE COUNTY PROPERTY LOCATED AT 38 PEEKS CREEK ROAD (OLD PINE GROVE SCHOOL) IN FRANKLIN - Attorney Ridenour reviewed the history of the deed for the property, redefining property lines, previous offers, and the current offer of \$102,910 which is the tax appraised value. He said if the board accepts this bid then the offer will be published in the newspaper for the upset bid process. Commissioner Young said he did not think this was an equitable investment for the county. He said the inside of the building is in good shape. Commissioner Higdon said we have talked about this for a while and made a motion to accept the offer in the amount of \$102,910 followed by the upset bid process. Commissioner Shearl said we have not had any community input into releasing a public property that is also used as a voting precinct and thinks we need to have a public hearing. Motion dies for lack of a second. Commissioner Shearl made a motion, seconded by Commissioner Young, to have a public hearing on the Pine Grove School property before entering into a contract. Attorney Ridenour suggested scheduling the public hearing for the April 9, 2024, regular meeting. The vote was 4-1 with Commissioner Antoine, Commissioner Shearl, Commissioner Shields, and Commissioner Young voting in favor of the motion, and Commissioner Higdon opposed.

(G) DISCUSSION AND CONSIDERATION OF RESOLUTION REGARDING ONE-QUARTER CENT COUNTY SALES AND USE TAX REFERENDUM - Attorney Ridenour explained the resolution calling for a referendum at the November election. Commissioner Shearl said the people have the option to approve or not. Commissioner Antoine said to leave it in the hands of the people as it doesn't make sense for people coming through here to not pay sales tax. Commissioner Higdon made a motion, seconded by Commissioner Shearl. Vote was unanimous [\[Attachment 3\]](#).

(H) DISCUSSION AND APPROVAL TO EXEMPT REQUEST FOR PROPOSALS (RFP) FOR ENGINEERING SERVICES BELOW \$50,000.00 FOR GEOTECHNICAL ENGINEERING SERVICES FOR THE HYDROGEOLOGIC DESIGN AND UPDATE TO THE ENVIRONMENTAL MONITORING PLAN FOR THE FUTURE PHASE III, CELL II OF THE MACON COUNTY LANDFILL - Solid Waste Director Chris Stahl explained the process for selection of engineering services and the timeline for the process being a tight window. He said the only way for us to move forward in July 2024 is to have this exemption in place. Commissioner Young made a motion, seconded by Commissioner Shields to approve the resolution as requested [Attachment 4]. Vote was unanimous.

(I) DISCUSSION AND CONSIDERATION OF REQUEST FOR QUALIFICATION (RFQ) FOR ENGINEERING SERVICES RELATED TO PERMIT TO CONSTRUCT MACON COUNTY LANDFILL, PHASE III, CELL II, AND CLOSURE OF MACON COUNTY LANDFILL PHASES I AND II - Solid Waste Director Chris Stahl said he was requesting approval to go through the RFQ process as described earlier by Mr. Roland to select an engineering consulting firm as described in the packet provided. After some discussion, Commissioner Young made a motion, seconded by Commissioner Antoine, to solicit an RFQ as requested. Vote was unanimous.

(J) DISCUSSION REGARDING DRAFT REGISTRATION/PERMITTING OF HAULERS AND COLLECTORS IN MACON COUNTY - Solid Waste Director Chris Stahl explained that the Macon County Solid Waste Ordinance indicates that the commissioners will approve and permit anyone that is going to be hauling trash for hire. He said because we had a franchise agreement that required subscription service with the franchisee and prohibited other haulers. Mr. Stahl said that during the last renewal of the franchise agreement, this restriction was removed which led to him reviewing the ordinance and revisiting the permitting of haulers. He shared a draft application and approval process that a company would need to go through to be registered. Mr. Stahl said he has not looked at any punitive aspects as he wanted feedback from the board. He says this process protects the citizens to ensure there is no illegal dumping, that the hauling company is licensed and insured, that equipment is inspected, etc. After some discussion, Attorney Ridenour requested time to look at the ordinance and the proposal presented and to come back with a recommendation.

CONSENT AGENDA: Upon a motion by Commissioner Young, seconded by Commissioner Antoine, the board voted unanimously to approve the consent agenda as presented which includes: (A) Minutes of the February 8, 2024, special meeting, February 13, 2024, regular meeting, and the February 27, 2024 special meeting, (B) Budget Amendments #161-165, (C) Capital Project Ordinance Highlands Middle School Renovation amendment, (D) Tax releases for the month of February 2024 in the amount of \$270.84, (E) Monthly ad valorem tax collection report for which no action is necessary.

APPOINTMENTS:

(A) Economic Development Commission (3 seats)

Commissioner Shearl made a motion, seconded by Commissioner Antoine to re-appointment of Brian Stiehler (Town of Highlands representative), and the appointment of Stacy Guffey (Town of Franklin representative) to replace Mike Lewis, and Kaye McHan (Town of Highlands representative).

CLOSED SESSION: At 9:43 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Antoine, the board voted unanimously to go into closed session as allowed under NCGS 143-318.11(a)(5) to discuss the

acquisition of real property. At 10:04 p.m., upon a motion by Commissioner Shearl, seconded by Commissioner Antoine, the board voted unanimously to come out of closed session and return to open session.

ADJOURN: With no other business, at 10:07 p.m., upon a motion from Commissioner Shearl, seconded by Commissioner Young, the board voted unanimously to adjourn.

Derek Roland
Ex Officio Clerk to the Board

Gary Shields
Board Chair



**MACON COUNTY BOARD OF COMMISSIONERS
MARCH 25, 2024
SPECIAL MEETING MINUTES**

Chairman Shields called the meeting to order at 5:30 p.m. All Board Members, County Manager Derek Roland, Deputy Clerk Tammy Keezer, Finance Director Lori Carpenter, and County Attorney Eric Ridenour were present, as were the media and citizens.

ANNOUNCEMENTS: None.

PUBLIC HEARING TO CONSIDER ENTERING INTO PRIVATE SALE AGREEMENT TO SELL COUNTY OWNED PROPERTY AND PROVIDE INCENTIVE GRANT

– Chairman Shields opened the public hearing at 5:30 p.m. Economic Development Director Tommy Jenkins explained the reason for the sale as specified in the Notice of Special Meeting and Public Hearing that was published in the March 13, 2024 edition of The Franklin Press. He said the county would enter into a purchase agreement if approved and the transaction would be scheduled to close within 90 days. Mr. Jenkins said the county would also enter into a cash incentive agreement payable in \$25,000 increments over a five-year period for a maximum total of \$100,000. He said this is a unique opportunity for Macon County, the company was started in Macon County and this is a win-win for company, the citizens, and the local economy. Mr. Jenkins said the incentive agreement also includes clawback clauses with performance measures. He said this sale is an 800 million dollar investment, with the addition of approximately 95 new jobs, with an average salary of approximately \$80,000. Mr. Jenkins requested a motion for the proposed sale of \$797,720 which is the tax value although the appraisal was for \$740,000. Attorney Ridenour said the purchaser will have to demolish the building and construct a new facility, but if the building is not demolished within eight months of the sale, the county has the right to buy it back at the same amount. Ms. Carpenter said a budget amendment for the incentive agreement in the amount of \$100,000 from the general fund balance would need to be approved as well. Mr. Jenkins said he wanted to stress that this is a proposal to Duotech and they have some negotiations with the state that are ongoing for incentives as well. With no one signed up to speak and no discussion, at 5:42 p.m. Commissioner Young made a motion, seconded by Commissioner Antoine to close the public hearing. Vote was unanimous. Following the close of the public hearing, Commissioner Young made a motion, seconded by Commissioner Shearl, to approve the sale of the property in the amount of \$797,720. Vote was unanimous. Commissioner Young made a motion, seconded by Commissioner Antoine, to approve the incentive agreement. Vote was unanimous.

DISCUSSION AND CONSIDERATION OF PROPOSAL FOR SUPPLEMENTAL GEOTECHNICAL EXPLORATION AND CONSULTING SERVICES FOR HIGHLANDS SCHOOL PROJECT

– Mr. Roland shared the proposal from Kessel Engineering Group and requested a budget amendment to move \$10,000 from fund balance to cover this request. He said the proposal includes \$6,850 for soil boring and \$1,400 to pre-locate utilities and an underground fuel tank. Mr. Roland said his request adds some contingency. He also requested authorization

to enter into the contract with Kessel Engineering Group. After some discussion, Commissioner Young made a motion, seconded by Commissioner Antoine to authorize the County Manager to enter into a contract with Kessel Engineering and to approve a budget amendment in the amount of \$10,000 from fund balance. The vote was 4-1 with Commissioner Young, Commissioner Antoine, Commissioner Shearl, and Commissioner Shields voting in favor of the motion and Commissioner Higdon opposed.

APPROVAL OF CONSTRUCTION MANAGER (CM) AT RISK CONTRACT FOR HIGHLANDS SCHOOL RENOVATION/ADDITION – Mr. Roland explained that CM at Risk is the recommended method when completing a school project with active students and activities occurring on the campus. He said that the CM at Risk is a pre-construction phase with the CM at Risk company working with the architect on the county’s behalf to try to bring the project in as close to budget as they can. Mr. Roland stated that this contract is for pre-construction and that later another contract for the construction phase will be presented and will be based on the guaranteed maximum price of the project through a bid process. He requested approval of the contract in the amount of \$28,528 with James R. Vannoy and Sons Construction with a completion timeline date of 9/1/24. Commissioner Antoine made a motion, seconded by Commissioner Young, authorizing the County Manager to enter into the CM at Risk agreement with James R. Vannoy and Sons Construction Company and a budget amendment in the amount of \$21,396 from fund balance with the remaining \$7,132 coming from the Repair and Renovation Fund. Vote was unanimous.

APPROVAL OF CONSTRUCTION MANAGER (CM) AT RISK CONTRACT FOR FRANKLIN HIGH SCHOOL AND ATHLETIC COMPLEX PROJECT – Mr. Roland said this is the same process he just mentioned for the Highlands School project and is for CM at Risk for the pre-construction and the construction phases. He said this agreement is with Carroll Daniel Construction for \$275,000 for the pre-construction phase to determine a guaranteed maximum price. Mr. Roland said after that the construction will be put out for bid. He said we have based the finance model for the project on 130 million dollars, but this process will give us the final cost. Mr. Roland said the completion timeline goes to November 2024 and they plan to give us the guaranteed maximum price in August so we can get in front of the LGC (Local Government Commission) in September and construction can start in October 2024. After some discussion, Commissioner Young made a motion, seconded by Commissioner Antoine to authorize the County Manager to enter into the CM at Risk agreement with Carroll Daniel Construction and to approve a budget amendment in the amount of \$275,000 from general fund balance. Vote was unanimous.

CONSIDERATION AND APPROVAL OF BIDS FOR SOLID WASTE EQUIPMENT – Solid Waste Environmental Field Specialist Jamie Picou explained the process that was followed to receive bids. She said only one bid was received and because this is a specialty item, they are requesting approval of the purchase of one Sennebogen 340G Standard Telescopic Wheel Loader. She said this purchase was approved by the board in the FY24 budget in the amount of Budgeted \$250,000. Ms. Picou said a budget amendment in the amount of \$10,000 will be forwarded to finance to cover the remainder of the purchase cost as the price increased due to the warranty. Commissioner Young made a motion, seconded by Commissioner Antoine, to award the bid to Sennebogen, Inc., and approve the purchase and budget amendment as requested. Vote was unanimous.

ADJOURN: With no other business, at 6:21 p.m., upon a motion from Commissioner Higdon, seconded by Commissioner Young, the board voted unanimously to adjourn.

Derek Roland
Ex Officio Clerk to the Board

Gary Shields
Board Chair

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 211

FROM: FINANCE

DEPARTMENT: TRANSIT

EXPLANATION: Appropriate funds from the sale of fixed assets

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113570-482000	Sale of Fixed Assets	\$ 10,800.00	
114935-560607	NCDOT Share Fixed Asset Sales	\$ 3,840.00	
114935-559700	Non Capital Equip	\$ 6,960.00	

REQUESTED BY DEPARTMENT HEAD: *[Signature]*

RECOMMENDED BY FINANCE OFFICER: *[Signature]*

APPROVED BY COUNTY MANAGER: _____

ACTION BY BOARD OF COMMISSIONERS: *4/9/2024*

APPROVED AND ENTERED ON MUNIS DATED: _____

CLERK: _____

DEPARTMENT: HEALTH

Explanation: Received new AA. AA121 ARPA TSF Public Health Services, to added to Administration Expense and Revenue lines. AA has no CFDA Nbr. AA will need new expense line assigned.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113511-437000	Admin - State Aid to County Reveue	\$ 50,000.00	
115110-	Admin - ARPA TSF Public Health	\$ 50,000.00	

PREPARED BY Michelle Vitger

REQUESTED BY DEPARTMENT HEAD Keith McHale

RECOMMENDED BY FINANCE OFFICER Dan Cox

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 4/9/24

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT #213

Date: 3/15/2024

DEPARTMENT: HEALTH

Explanation: Received AA874 for Food & Lodging. Increasing F&L State Revenue line and Increasing the Operating Supplies line. AA does not list a Nbr Number.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113511-438705	F&L State	\$ 11,168.00	
115184-556011	F&L Operating Supplies	\$ 11,168.00	

PREPARED BY Melissa Stetzer

REQUESTED BY DEPARTMENT HEAD Kathleen McHale

RECOMMENDED BY FINANCE OFFICER Deen Carpton

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 4/9/24

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # 214

DEPARTMENT: HEALTH

EXPLANATION: Received new grant monies from Winding Stair Foundation for the Produce Prescription Program. Need to increase budget in expenditures and revenue.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115128-555126	MountainWise Expenses	10,000	
113511-484000	Contributions/MountainWise	10,000	

PREPARED BY Judy Bell

REQUESTED BY DEPARTMENT HEAD Kathleen M. Talia

RECOMMENDED BY FINANCE OFFICER Allen Carpenter

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 4/9/24

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT

AMENDMENT # 216

DEPARTMENT Board of Elections

EXPLANATION Implementation services - new voting equipment (carry forward from FY23)

ACCOUNT		DESCRIPTION	INCREASE	DECREASE
113840	417900	FUND BALANCE APPROPRIATED	14,000	
114170	555106	CONTRACTED SERVICES	14,000	

REQUESTED BY DEPARTMENT HEAD _____
RECOMMENDED BY FINANCE OFFICER *Kevin Carfite*
APPROVED BY COUNTY MANAGER _____
ACTION BY BOARD OF COMMISSIONERS 4/9/24 meeting
APPROVED & ENTERED ON MINUTES DATED _____
CLERK _____

MACON COUNTY BUDGET

AMENDMENT # 218

FROM: Beau Bishop

DEPARTMENT: HOUSING

EXPLANATION: INITIAL BUDGET

ACCOUNT		DESCRIPTION	LINE ITEM	
514088		DUKE WEATHERIZATION	INCREASE	DECREASE
ORG	ITEM			
513831	447249	REVENUE	200,000	0
514088	550001	SALARY	0	0
514088	550201	MEDICARE/FICA	0	0
514088	550203	HOSPITALIZATION	0	0
514088	550206	LIFE INSURANCE	0	0
514088	550207	RETIREMENT-GENERAL	0	0
514088	550701	COUNTY 401K	0	0
514088	556034	WAP PROGRAM OPERATIONS	200,000	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
Totals			200,000	0

REQUESTED BY DEPARTMENT HEAD

RECOMMENDED BY FINANCE OFFICER

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED AND ENTERED ON MINUTES DATED

CLERK

Beau Bishop

Ken Carpenter

4/9/24

Signature of Service Provider:

Macon County Government

5 West Main Street

Franklin, NC 28734

Signature of Service Provider Official

North Carolina Community Action Association
4428 Louisburg Road, Suite 101; Raleigh, NC 27616
Phone: (919) 790-5757

Signature of NCCAA Official:

Date (MM/DD/YY)



1/1/24

Sharon Goodson, Executive Director of NCCAA

Date

Macon County Government

County	Termination	Allocation
MACON	DEC	\$200,000.00
Total		\$200,000.00

3 PROGRAM GUIDELINES

The following charts provide an overview of the DEC WX Program, measures included, and funding available (DEC territory only).

3.1 WEATHERIZATION

Measure Category	Weatherization Tier I and Tier II
Recovery of Spending	Program expenses are recovered under the energy efficiency rider filed with the NC PUC.
Program Longevity	DEC WX Program will be ongoing until determined otherwise by the Utilities Commission.
Eligibility	Meet income qualifications of 200% of Federal Poverty Level. Individually metered, owner-occupied, single-family residences including condominiums and manufactured homes. All other program guidelines related to eligibility and maximum costs apply.
Tier I Weatherization Services	<p>Energy Usage is <7 kWh/ft² (square footage of the dwelling is based on conditioned space)</p> <ul style="list-style-type: none"> Up to \$600 for eligible measures (page 13)
Tier II Weatherization Services	<p>Energy Usage is ≥7 kWh/ ft² (square footage of the dwelling is based on conditioned space)</p> <ul style="list-style-type: none"> Up to \$4000 for eligible measures (page 13) Includes Tier I measures
Maximum Payment per Home (based on eligibility by project type)	<p>Tier I weatherization only: \$600 Tier II weatherization (includes Tier I measures): \$4000 Refrigerator Replacement: \$1000 (based on size) HVAC Replacement: \$6000</p>
Payment Schedule	Expenses are based on payment schedule and are a fixed price per measure. Exception: HVAC repair reimbursed at invoice cost up to max \$600 allowed.
Invoicing	Service Providers will responsible for submitting payment requests in Captures within 60 days of project completion . <i>Exception: All fourth quarter projects must be submitted by the announced January due date.</i>
Reporting	Detailed level of reporting required for Evaluation, Measurement, and Verification (EM&V) of the Program.

3.2 HVAC REPLACEMENT

Measure Category	HVAC Replacement
Recovery of Spending	Program expenses are recovered under the energy efficiency rider filed with the NC PUC.
Program Longevity	DEC WX Program will be ongoing until determined otherwise by the Utilities Commission.
Eligibility	Meet income qualifications of 200% of Federal Poverty Level. Individually metered, owner-occupied, single-family residences including condominiums and manufactured homes.
HVAC Replacement	<p>Energy Usage is ≥ 7 kWh/ ft² (square footage of the dwelling is based on conditioned space)</p> <ul style="list-style-type: none"> ▪ Replaces functioning electric-fueled HVAC systems only. ▪ Replace with minimum 15 SEER/8.2 HSPF system with an ECM fan on the indoor unit. ▪ Mini-Splits are an eligible option for HVAC replacement. All other program guidelines related to eligibility and maximum costs apply. ▪ In the event the ducts need to be replaced and can be done within the \$6000 max, they will be considered an allowable measure.
Maximum Payment per Home (based on eligibility by project type)	<p>Tier I weatherization only: \$600 Tier II weatherization (includes Tier I measures): \$4000 Refrigerator Replacement: \$1000 (based on size) HVAC Replacement: \$6000</p>
Payment Schedule	HVAC replacement reimbursed at invoice cost up to max allowed.
Invoicing	Service Providers will responsible for submitting payment requests in Captures within 60 days of project completion . <i>Exception: All fourth quarter projects must be submitted by the announced January due date.</i>
Reporting	Detailed level of reporting required for Evaluation, Measurement, and Verification (EM&V) of the Program.

3.3 REFRIGERATOR REPLACEMENT

Measure Category	Refrigerator Replacement
Recovery of Spending	Program expenses are recovered under the energy efficiency rider filed with the NC PUC.
Program Longevity	DEC WX Program will be ongoing until determined otherwise by the Utilities Commission.
Eligibility	Meet income qualifications of 200% of Federal Poverty Level. Individually metered, owner-occupied, single-family residences including condominiums and manufactured homes, as well as renters with owner approval.
Refrigerator Replacement Criteria	<p>Replaces inefficient refrigerators in qualifying customer's homes. Available to single-family homes and rental residences with owner approval.</p> <ul style="list-style-type: none"> ▪ Payment dependent on size of refrigerator, plus \$75 for labor (up to a total of \$1000): <ul style="list-style-type: none"> ○ 15 cu ft.: \$725 (\$650 + \$75 for labor) ○ 18 cu ft.: \$830 (\$755 + \$75 for labor) ○ 21 cu ft.: \$1000 (\$925 + \$75 for labor) ▪ To determine refrigerator efficiency, at least a two-hour metering test must be conducted. Refrigerators will only be replaced when testing shows that they are inefficient. For conditions where metering not warranted, use http://www.kouba-cavallo.com/refmods.htm for SIR information. ▪ Refrigerators deemed inefficient must be replaced with ENERGY STAR® qualified refrigerators. ▪ All old refrigerators must be picked up and recycled.
Maximum Payment per Home (based on eligibility by project type)	<p>Tier I weatherization only: \$600 Tier II weatherization (includes Tier I measures): \$4000 Refrigerator Replacement: \$1000 (based on size) HVAC Replacement: \$6000</p>
Payment Schedule	Expenses are based on a payment schedule and are a fixed price per measure. Payment includes cost of refrigerator and labor.
Invoicing	Service Providers will responsible for submitting payment requests in Captures within 60 days of project completion . <i>Exception: All fourth quarter projects must be submitted by the announced January due date.</i>
Reporting	Detailed level of reporting required for Evaluation, Measurement, and Verification (EM&V) of the Program.

3.4 INSTALLATION STANDARDS

Service Providers will follow the State's Weatherization Installation Standards or industry recognized weatherization practices as applicable.

3.5 CUSTOMER ELIGIBILITY

The DEC WX Program targets income-qualified customers located in DEC North Carolina territory. Customers are eligible to participate if:

- They are a DEC customer with an active account; and
- Household income must be at or below 200% of the Federal Poverty Guidelines.

Service Providers will need to submit for payment of qualified measures installed and services performed on the home. The DEC WX Program is available to:

- Owner-occupied, single-family residences including condominiums and manufactured homes; and
- Renters with owner approval for refrigerator replacement only.

The Service Provider shall not perform weatherization services on condemned homes, nor perform services on homes that are for sale. If a home is placed for sale while work is in progress, the Service Provider shall end the work at the soonest, safe stopping point, and consider the job complete.

MACON COUNTY BUDGET

AMENDMENT # 219

FROM: Beau Bishop
DEPARTMENT: HOUSING
EXPLANATION: INITIAL BUDGET

ACCOUNT		DESCRIPTION	LINE ITEM	
514096		DUKE HELPING HOMES	INCREASE	DECREASE
ORG	ITEM			
513831	447255	REVENUE	130,000	0
514096	550001	SALARY	0	0
514096	550201	MEDICARE/FICA	0	0
514096	550203	HOSPITALIZATION	0	0
514096	550206	LIFE INSURANCE	0	0
514096	550207	RETIREMENT-GENERAL	0	0
514096	550701	COUNTY 401K	0	0
514096	556034	WAP PROGRAM OPERATIONS	130,000	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
Totals			130,000	0

REQUESTED BY DEPARTMENT HEAD Beau Bishop

RECOMMENDED BY FINANCE OFFICER Sam Capote

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 4/9/24

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

Schedule A: Duke Energy's Helping Home Fund – HHF2.0 Project Funding

Service Provider funding as outlined in the MOU is as follows for: MACON COUNTY GOVERNMENT

Funding Period (Year One): **October 1, 2021 to December 31, 2024**

Original Allocation: \$ 78,000.00

New Additional Allocation of Funds Available: \$30,000.00

The funds available must benefit the following counties and be spent between Health and Safety, HVAC Repair/Replacement, and Appliance Replacement according to the schedules below. Five percent (5%) of the funding is for administration as detailed below. Service Providers will receive the funds spent on each project upon completion of work and submission of invoice.

Macon County Government Additional Allocation

County	Territory	Allocation
MACON	DEC	\$30,000.00
Total		\$30,000.00

Schedule A: Duke Energy's Helping Home Fund – HHF 2024 Project Funding

Service Provider funding as outlined in the MOU is as follows for: MACON COUNTY GOVERNMENT

Funding Period (Year One): **January 1, 2024 to December 31, 2024**

Total Funds Available: **\$ 100,000.00**

The funds available must benefit the following counties and be spent between Health and Safety, HVAC Repair/Replacement, and Appliance Replacement according to the schedules below. Five percent (5%) of the funding is for administration as detailed below. Service Providers will receive the funds spent on each project upon completion of work and submission of invoice.

Macon County Government

County	Funding	Allocation
MACON	DEC	\$100,000.00
Total		\$100,000.00

2.3 ELIGIBLE MEASURES AND FUNDING

The following is an overview of the HHF funding. Eligible measures and spending caps are provided by project type.

Duke Energy Carolinas (DEC)	Duke Energy Progress (DEP)
\$3,000,000	\$3,000,000
Health & Safety - \$3,000 maximum per home Appliance Replacement - \$2,000 maximum per home HVAC Repair/Replacement - \$4,000 maximum per home	Health & Safety - \$3,000 maximum per home Appliance Replacement - \$2,000 maximum per home HVAC Repair/Replacement - \$4,000 maximum per home

Health & Safety: \$3,000 maximum per home (Individual measures capped at \$1,500)	
<ul style="list-style-type: none"> • Attic & Crawl Access/Ladder/Dam Repair • Bathroom Vent Installation/Repair • Carbon Monoxide Remediation • Carbon Monoxide/Smoke Detector Installation • Chimney/Flue Repair • Debris Removal • Door Repair/Replacement • Dryer Vent Installation/Repair • Electrical Repair • Floor Repair • Gas/Electric Range Repair/Replace • Grab Bar Installation • Lead Safe Practices 	<ul style="list-style-type: none"> • Mechanical Ventilation • Mold/Mildew Remediation • Pest Remediation • Plumbing Repair • Pressure Relief Valve Installation • Roof Repair • Safe Ingress and Egress • Sewage/Septic & Sump Pump • Vapor Barrier • Wall/Ceiling Repair • Water Damage Remediation • Water Heater Repair/Replacement • Window Repair/Replacement

Appliance Replacement: \$2,000 maximum per home (Individual appliances capped at \$1,000)	
Inefficient appliances must be replaced with ENERGY STAR® certified appliances. All old appliances must be picked up and recycled.	
Refrigerators	<ul style="list-style-type: none"> • To determine refrigerator efficiency, at least a two-hour metering will be conducted • If the refrigerator is less than 10 years of age, in lieu of testing, the national database can be used to look up model information to determine efficiency, and if the SIR>1, it is eligible for replacement <p style="text-align: center;">http://www.kouba-cavallo.com/refmods.htm</p>
Clothes Washers Clothes Dryers Room Air Conditioners Dehumidifiers	<ul style="list-style-type: none"> • Will be replaced if inoperable or greater than 10 years old

HVAC : \$4,000 maximum per home (total measures not to exceed)	
Evaluate, Clean and Tune and/or Repair	<ul style="list-style-type: none"> • Capped at \$1,000 • Centrally ducted units qualify
HVAC Replacement	<ul style="list-style-type: none"> • Up to 50% (\$4,000 max) replacement cost • Centrally ducted units qualify • Eligibility and replacement specifications based on source of leveraged funding <p><i>Note: High efficiency mini splits allowed in the event that the existing home does not have a centrally ducted system</i></p>
Duct Repair/Replacement	<ul style="list-style-type: none"> • Capped at \$2,500 • Centrally ducted units qualify
Duct Seal/Insulation	<ul style="list-style-type: none"> • Capped at \$1,000 • Centrally ducted units qualify

2.4 INSTALLATION STANDARDS

Service Providers will follow the installation procedures in the [NC Weatherization Installation Standards](#), except where applicable.

The following are links to tools and resources to support overall HHF effectiveness:

- [North Carolina Weatherization Installation Standards](#)
- [Federal Regulation 10 CFR Part 440](#) (Weatherization Assistance for Income-qualified Persons)
 - Purpose and Scope: 10 CFR Part 440 implements a weatherization assistance program to increase the energy efficiency of dwellings owned or occupied by income-qualified persons or to provide such persons renewable energy systems or technologies, reduce their total residential expenditures, and improve their H&S, especially income-qualified persons who are particularly vulnerable such as the elderly, persons with disabilities, families with children, high residential energy users, and households with high energy burden.
- [Weatherization Assistant Version 8.9](#) (NEAT and MHEA)
- [Weatherization Assistant Program Technical Assistance Center](#)

2023 ANNUAL REPORT

10/2022 - 09/2023 FFY

MACON COUNTY VOLUNTEER OMBUDSMEN JOINT NURSING & ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE (CAC)

Facility Type	Homes	Beds	# Committee Members Allotted	Current Members	New Members in Training	Total Committee Members	Hours Donated in Service
Nursing Home	2	280	-	-	-	-	-
Adult Care Home	3	178	-	-	-	-	-
Family Care Home	0	0	-	-	-	-	-
Total	5	458	5	0	0	0	0

Provider Name	Provider Address	County	Provider Phone	Provider Type	Owner Name	Owner Address	Owner Phone	Beds
Chestnut Hill of Highlands	24 Clubhouse Trail, Highlands, NC	Macon	(828)526-5251	Residential Care Community	Highlands Assisted Living LLC	24 Clubhouse Trail, Highlands, NC 28741	(828)526-5251	26
Eckerd Living Center	250 Hospital Drive, Highlands, NC	Macon	(828)526-1315	Nursing Facility	MH Eckerd Living Center, LLLP	250 Hospital Drive, Highlands, NC 28741	(828)526-1315	80
Franklin House	186 One Center Court, Franklin, NC 28734	Macon	(828)363-9965	Residential Care Community	Macon Holdco, LLC	186 One Center Court, Franklin, NC 28734	(828)363-9965	70
Grandview Manor Care Center	150 Crisp Street, Franklin, NC 28734	Macon	(828)508-5417	Residential Care Community	Grandview Manor Care Center, INC	PO Box 188, Franklin, NC 28734	(828)524-4425	82
Macon Valley Nursing and Rehabilitation	3195 Old Murphy Road, Franklin, NC 28734	Macon	(828)524-7806	Nursing Facility	Granite Falls LTC LLC	PO Box 6249, Kinston, NC 28501	(252)523-9094	200
Count: 5							Beds:	458

CAC MEMBERSHIP

*We thank the Commissioners and Clerk to the Board for promoting and supporting the Long-Term Care (LTC) Ombudsman Community Advisory Committee (CAC) and the LTC Residents. Currently, the Macon County CAC board is vacant.

2023 CAC / Community Advisory Committee / Volunteer Ombudsmen Activity & Training:

- During the COVID-19 Public Health Emergency, in-person CAC facility visits ceased on March 14, 2020. No visits were allowed due to NC DHHS implemented restrictions. These restrictions were in place for our Community Advisory Committees due to the NC DHHS Secretarial Order. In July 2022, the committees were approved to begin facility re-entry training. In October 2022, CACs began in-person visitation to all facilities. Visits occur every quarter and remain subject to county positivity rates and current facility outbreaks. Visitation by the Ombudsman and CAC members will not face the same restrictions as those implemented during the public health emergency; however, cautionary health restrictions and infection prevention measures will be observed based on facility outbreaks.
- The Certified and Designated Regional Long-Term Care Ombudsman (CDRLTCO) for Region A is Anna B. Rogers. The CDRLTCO serves with the Southwestern Commission Council of Government Area Agency on Aging. The CDRLTCO home office is located at 125 Bonnie Lane, Sylva, NC, 28779. Region A comprises the seven (7) most western counties of North Carolina: Cherokee, Clay, Graham, Haywood, Jackson, Macon, and Swain, plus the Qualla Boundary, home of the Eastern Band of the Cherokee Indians.
- The Regional Ombudsman Program consists of Volunteer Ombudsmen titled Community Advisory Committee (CAC) members. These CAC members serve on county-designated boards and dually serve the Office of the State Long Term Care Ombudsman as Certified and Designated Representatives. CAC are recruited and managed under the discretion of the Regional Ombudsman. The County Clerk and the Regional Ombudsman partner in the CAC application review. The Regional Ombudsman interviews potential members, followed by 36 hours of training mandated by ACL (Administration of Community Living) for Certification and Designation. Upon completion, the Regional Ombudsman requests an appointment from the Clerk to Commissioners for a one-year initial term, followed by a three-year term.
- Volunteer Ombudsmen CAC members are instrumental in connecting the broader community with our local, long-term care community. As valued community members, LTC Residents are supported by CAC volunteers through advocacy and protection of residents' rights in long-term care. As county-designated volunteers, CACs are officially recognized and authorized by the local county government. Community Advisory Committee (CAC) members focus on supportive and active engagement with residents, developing healthy relationships with facility staff, demonstrating a visible presence in facilities, and serving with integrity.
- CAC members advocated for long-term care (LTC) residents in adult care homes and nursing facilities through visitation and community education. CAC completed visitation reports on residents' condition, facility environments, staff interactions, and issues observed. Reported or noted grievances and concerns may be discussed with facility administrative staff, depending upon resident consent, during the visit and the facility exit interview. Complaints or concerns are relayed to the Regional Long-Term Care Ombudsman for confidential complaint investigation with the resident. All information, including abuse allegations, per regulations, remains confidential with CAC members and the Regional Ombudsman.
- Committee members attended quarterly CAC training meetings directed by the Regional LTC Ombudsman. They also received additional training through webinars, conferences, and documentation relevant to issues impacting long-term care residents. The Southwestern Commission Area Agency on Aging also provided additional training opportunities through the annual Spring Conference and other workshops.

Community Advisory Committee Goals for 2024

- Advocate for residents' rights in long-term care facilities through visitation, interviews, observations, and mediation.
- Promote, recruit, develop, and support new CAC members.
- Proactively encourage increased community involvement through education, training, and events.
- Support legislative priorities affecting the long-term care residents and community.
- Raise awareness of elder abuse, neglect, and financial exploitation through advocacy activities, including the annual Elder Abuse Awareness Walk.
- Provide resources, information, and assistance to regional providers of long-term health care to improve the quality of care and quality of life for facility residents.
- Promote long-term care careers and encourage the development and support of direct care staff.
- Support Emergency and Disaster Preparedness for the long-term care community.
- Collaboratively represent the community, reflecting inclusiveness and acceptance.
- Complete the implementation of adopted ACL Training Standards for the NC CAC Volunteer Program by the NC DHHS DAAS and the State LTC Ombudsman Office. Training standards increased to a mandated 36 hours for newly appointed CAC volunteers.
- Continue implementing the adopted ACL Training Standards, which mandate 18 hours of Continuing Education for current CAC committee members. Hours are attained through scheduled quarterly training meetings with the Regional LTC Ombudsman, as well as training opportunities through conferences, webinars, and community and facility education training or events.

Challenges & Trends Identified in Long-Term Care

- **Quality of Care:** A primary concern is ensuring residents receive high-quality care that meets their physical and emotional needs. A chronic shortage of qualified healthcare staff, including nurses and aides, can lead to inadequate care, delayed responses to resident needs, and increased workloads for remaining staff. Ombudsmen advocate for improved care standards, while residents may experience variations in care quality. The focus remains on improving residents' quality of life through support and encouragement for staff navigating their facility roles.
- **Staffing Shortages:** Staffing shortages in LTC facilities significantly impact resident care and generate numerous complaints. Turnover in administrative and supportive roles necessitates building new relationships and educating personnel about residents' rights and community resources. These ongoing shortages and the increasing complexity of resident care emphasize the need for continuous staff training and support. Facility investment in training programs to enhance the skills and well-being of their workforce and community support for direct care staff play a crucial role in solutions.
- **Mental Health Concerns for Residents and Staff:** LTC facilities face a rise in residents with psychiatric issues and substance abuse, straining staff resources. Limited availability of geriatric-psychiatric units results in challenges managing behaviors threatening resident safety. Staff also experience mental health strains exacerbated by COVID-related stress and staffing shortages. Collaboration with local mental health organizations provides support and training, highlighting the need to prioritize mental health care for residents and staff alike.
- **Communication Barriers:** Residents, especially those with cognitive impairments or language barriers, may struggle to communicate their concerns effectively. Ombudsmen play a critical role in bridging communication gaps.

- **Rural Healthcare Access:** Access to LTC services can be challenging in rural areas of North Carolina. Facilities in these regions often face staffing shortages and may have limited access to specialized care resources, making it a priority to address these disparities.
- **Complaint Handling:** Both Ombudsmen and residents face challenges related to complaint handling. Residents may fear retaliation, while Ombudsmen must navigate complex procedures and follow-ups to address complaints effectively, including involving DHSR and regulators.
- **Access to Services:** Ombudsmen work to ensure that residents have access to necessary services, including medical care, rehabilitation, and mental health support. Limited access to services can impact residents' well-being and quality of life.
- **COVID-19 Pandemic:** The COVID-19 pandemic has presented unique challenges, including restrictions on visitation, concerns about infection control, and disruptions in care and services.
- **Mental Health Access to Services:** Mental health services in long-term care settings deserve important focus to improve access to mental health care. Residents' psychosocial well-being, including their mental health and emotional needs, can be easily dismissed or misunderstood.
- **Discharge Planning:** Residents may face discharge or eviction from long-term care facilities for various reasons, including non-coverage of critical insurance for rehab, services, and long-term residency. Ombudsmen help ensure discharge notices uphold residents' rights and opportunities to pursue alternative care or funding sources.
- **Financial Concerns:** Affordability and financial stability are issues for many residents, particularly if financial resources are exhausted after Medicare or other insurance providers discontinue coverage. Many must choose to rely on Medicaid for continued stay and services. Assisted living residents must either privately pay or qualify for NC DHHS Special Assistance. Those above the Special Assistance income level yet cannot afford private pay rates must rely on limited Home & Community Services.
- **Medicaid Transformation:** North Carolina has been undergoing a significant Medicaid transformation, transitioning from a fee-for-service model to managed care. This change impacts how long-term care services are delivered, coordinated, and reimbursed. Facilities are adapting to these new models while ensuring continuity of care for residents.
- **Resource Limitations:** Regulatory agencies face resource limitations, including staffing and funding constraints. These limitations hinder their ability to conduct thorough and frequent inspections and investigations, resulting in delays in addressing complaints. Maintaining consistent enforcement of regulations in long-term care facilities protects the residents of our communities.
- **Affordable Housing Options and Senior Population Growth:** As we continue to have discussions revolving around affordable housing development, it is essential to keep in mind planning for viable, subsidized, or Set-Aside Inclusionary housing and assisted living options for our seniors and disabled adults. Assisted living options are part of the solution for housing options. The average private pay rate for assisted living is \$4,500-\$10,000 monthly, leaving a large affordability gap. Affordable housing continues to be a significant challenge for older adults throughout our region.

THIS REPORT WAS COMPLETED ON BEHALF AND WITH THE INPUT OF THE MEMBERS OF THE NURSING HOME AND ADULT CARE HOME COMMUNITY ADVISORY COMMITTEES. THE REGIONAL OMBUDSMAN WILL DISTRIBUTE THIS REPORT TO THE COUNTY COMMISSIONERS, THE COUNTY DEPARTMENT OF SOCIAL SERVICES, AND THE NC DIVISION OF AGING AND ADULT SERVICES.

Anna B. Rogers, Long-Term Care Regional Ombudsman for WNC, Region A

Anna B. Rogers

3/26/2024

Date Prepared

For questions or comments about this report, contact:
Anna B. Rogers | anna@regiona.org | 828-586-1962, ext. 223
Southwestern Commission Area Agency on Aging

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: April 2, 2024

RE: Releases for March 2024

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 MARCH, 2024: \$ 3,381.65

RELEASES REPORT
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
146265 GOFF, THOMAS	2023-228147	DY:ORP:7513338979	DLR	12/31/9999 3:58:05 PM		
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		F04 ADVL TAX	0.00	1.33
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	0.00	7.45
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		L01 FFEEFEE	0.00	0.81
		PAYMENT DATE 02/29 RELEASE MARCH INTEREST		TOTAL RELEASES:		9.59
136229 PROPERTIES OF WNC LLC	2023-89229	DY:ORP:7504630285	LAS	12/31/9999 11:28:05 AM		
		CLERICAL ERROR		L01 FFEEFEE	0.00	324.00
		SWMH'S WERE REMOVED AND RV SITES WERE PUT IN		TOTAL RELEASES:		324.00
83660 REACH OF MACON COUNTY, INC	2023-77	DY:ORP:6584156965	LAS	12/31/9999 4:06:42 PM		
		CLERICAL ERROR		F01 ADVL TAX	828,960.00	434.38
		CLERICAL ERROR		G01 ADVL TAX	828,960.00	2,238.19
		CLERICAL ERROR		L01 FFEEFEE	828,960.00	108.00
		EXEMPT STATUS NOT APPLIED		TOTAL RELEASES:		2,780.57
91766 ZAMUDIO, JESUS HERNANDEZ	2023-103247	DY: PERSONAL PROPERTY	LAS	12/31/9999 11:29:48 AM		
		CLERICAL ERROR		F04 ADVL TAX	11,920.00	5.72
		CLERICAL ERROR		G01 ADVL TAX	11,920.00	32.18
		CLERICAL ERROR		L01 FFEEFEE	11,920.00	108.00
		SWMH WAS REMOVED AND RV SITE PUT IN		TOTAL RELEASES:		145.90
91766 ZAMUDIO, JESUS HERNANDEZ	2022-103247	DY: PERSONAL PROPERTY	LAS	12/31/9999 11:29:09 AM		
		CLERICAL ERROR		F04 ADVL TAX	2,880.00	2.07
		CLERICAL ERROR		G01 ADVL TAX	2,880.00	11.52
		CLERICAL ERROR		L01 FFEEFEE	2,880.00	108.00
		SWMH WAS REMOVED AND RV SITE PUT IN		TOTAL RELEASES:		121.59
NET RELEASES PRINTED:	3,381.65					
TOTAL TAXES RELEASED						3,381.65

COLLECTIONS MONTHLY TOTALS REPORT
 Macon County - Year To Date March 2024 Tax Year 2023

Macon County
Advalorem Tax Collections Report
Year To Date March 2024 Tax Year 2023

TAX YEAR 2023 Month To Date March 2024 Tax Year 2023

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance
General Tax	1,721,740.72	1,199.66	-211.24	0.00	-9.80	1,722,719.34	-785,325.76	937,393.58
Fire Districts	272,398.18	239.98	-27.33	0.00	-1.38	272,609.45	-113,625.02	158,984.43
Landfill User Fee	227,758.85	0.00	-11.07	0.00	-5.51	227,742.27	-75,139.44	152,602.83
TOTAL:	2,221,897.75	1,439.64	-249.64	0.00	-16.69	2,223,071.06	-974,090.22	1,248,980.84

TAX YEAR 2023 Year To Date March 2024 Tax Year 2023

Year to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance	This Year	Last Year
									Collection Percentage Tax Year 2023 As of 3/31/2024	Collection Percentage Tax Year 2022 As of 3/31/2023
General Tax	0.00	33,633,366.56	-49,918.79	0.00	-1457.66	33,581,990.11	-32,644,596.53	937,393.58	97.21%	97.92
Fire Districts	0.00	4,873,637.93	-8,354.22	0.00	-257.94	4,865,025.77	-4,706,041.34	158,984.43	96.73%	97.54
Landfill User Fee	0.00	2,977,236.00	-4,788.99	0.00	-21.46	2,972,425.55	-2,819,822.72	152,602.83	94.87%	95.94
TOTAL:	0.00	41,484,240.49	-63,062.00	0.00	-1737.06	41,419,441.43	-40,170,460.59	1,248,980.84	96.98%	97.73

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – APPOINTMENTS

MEETING DATE: APRIL 9, 2024

13A. **Planning Board (2 seats)** – Please see the attached applications from Macon County Planner Caleb Gibson. The Planning Board will meet on Monday, April 8, 2024 to review the applications and make recommendations for appointment. Mr. Gibson and Plan Reviewer Joe Allen will be present at the meeting to present those recommendations. The board will need to appoint two of the applicants to the Planning Board.

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

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

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

or FAX to: 828-349-2400

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

Name of Authority, Board or Committee applying for:	Macon County Planning Board		
Name	Luke Jakushev		
Address	370 Ferguson Rd.	City	Franklin
		NC Zip	28734
Telephone: Home	828-371-7232	Work	828-371-7232
Occupation	NC General Contractor		
Business Address	244 Porter St. Franklin, NC 28734		
Email Address	luke@wncdoma.com		

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

None

Educational Background

Franklin High School (1999)

Business and Civic Experiences/Skills:

Superintendent for a custom home builder from 2009-2013 managing multiple projects 1.5m+, VP of Operations for a concrete contracting company 2013-2015, 2015- present Owner/Proprietor of local construction company

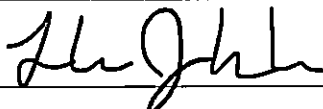
Areas of Expertise and Interest/Skills:

During my time as head of operations, I managed multiple projects including medium scale commercial jobsites including subcontractor management, overall budget and cost analysis, logistics, and grading and site work.

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

None

SIGNATURE:



DATE: 3-28-24

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

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

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

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

Name of Authority, Board or Committee applying for:

Name

Address City NC Zip

Telephone: Home Work

Occupation

Business Address

Email Address

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

Educational Background

Business and Civic Experiences/Skills:

Areas of Expertise and Interest/Skills:

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

SIGNATURE: DATE:
DocuSigned by: AEA61B83A78F452...

MARTY KIMSEY

1296 E MAIN ST FRANKLIN NC 28734 • (828) 421 -3369 • MARTY@KIMSEYCOMPANY.COM

For over 40 years, I have been in the Real Estate Business here in Western North Carolina, during which time I have sold thousands of acres, hundreds of homes and more than a few commercial properties. I am a lifelong resident of Franklin, North Carolina and served for 2 terms in the N.C. General Assembly as a State Representative. My goal has always been (and continues to be) to ensure that Franklin and Macon County remains a safe and secure haven for those seeking a place of comfort, peace, and refuge. I continue to be involved, so as to maintain our community's traditional mountain values, freedoms and property rights. Should you ever need my help, my pledge to you is that no one will be more straightforward, diligent, honest, or professional than me and my team. I hope the following resume gives you a bit of insight about myself and our continued involvement in our community. Thank you for your time, and if I may be of personal assistance, please let me know.

Marty Kimsey

REAL ESTATE EXPERIENCE

- Extensive experience in real estate brokerage, sales, development, and real estate auction marketing.
- Broker at RE/MAX Elite Realty & Marty Kimsey Team 2015-Present
- Licensed North Carolina Real Estate Broker 1979-Present
- Owned/Operated top producing RE/MAX offices from 1998-2009
- Co-Owned Top 100 (U.S.) RE/MAX Team
- Owned/Operated Kimsey Grading Company 1996-2007
- Owned/Operated ERA Franchise & held #1 market share 1983-1988
- Founded Kimsey & Company Realtors in 1982
- Developed 1,000's of acres of residential properties in Western North Carolina. Including Nantahala Power & Light Properties, Bud Brown Farms, Gold City Estates, Stone Creek Crossing, Westwood Estates and many more.

REAL ESTATE AUCTION EXPERIENCE

- Originated and organized the conduct of numerous major real estate auctions, including the two largest land auctions in recent Western North Carolina history, and one of the largest land & condominium auctions in the history of North Georgia at Sky Valley Resort.
- Organized and promoted real estate auctions of many various types in Western North Carolina, North Georgia and East Tennessee
- Founded Kimsey Realty & Auction 2008-Present
- Regional Vice President with Carolina Auction Team 1989-2007
- Affiliated with Carolina Auction Team, 1986-1989
- Licensed North Carolina Auctioneer

EDUCATION AND PROFESSIONAL TRAINING

- RE/MAX Broker/Owner Certification
- Graduate North Carolina REALTORS Institute (GRI)
- Completed North Georgia School of Auctioneering
- Completed Numerous Real Estate Marketing, Management, Sales & Appraisal Courses
- Attended Western Carolina University
- Attended Southwestern Community College
- Attended Hiwassee Junior College
- Graduate Franklin High School, 1976

PROFESSIONAL DISTINCTION AND COMMUNITY SERVICE

- RE/MAX Diamond Award 2021, 2022
- RE/MAX Chairman's Club Award 2018
- #1 Team for Carolina Smokies Association of Realtors (CSAOR MLS) 2018 – 2022
- CSAOR MLS Highest Production Award Diamond Award 2018-2023
- # 1 Agent 2021 CSAOR MLS
- #1 Vacant Land Sales Agent 2018 -2019, 2022
- RE/MAX Hall of Fame
- RE/MAX Platinum Club
- Realtor Hall of Fame, Franklin Board of Realtors, 2013

- Member Local North Carolina Association of Realtors 1980-Present
- Past President Franklin Board of Realtors 1984
- RE/MAX 100 Percent Club Awards
- Qualified as Expert Witness in Federal and State Courts on Real Property Values
- Member Advantage West Board (Regional Economic Development) 1995-1997
- Elected to North Carolina House of Representatives, (R) 53rd District, 1989-1992
- Recipient of North Carolina's "Order of the Long Leaf Pine"

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

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

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

or FAX to: 828-349-2400

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

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

Name Terrie Prestia

Address 318 Iotla St

City Franklin

NC Zip 28734

Telephone: Home 828-371-5376

Work 828-369-0000

Occupation Real Estate Broker / Hair Stylist

Business Address 33 Pine Lane, Franklin, NC 28734 and 355 Carolin Mnt Dr

Email Address terrie@terrieyouragent.com

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

None known

Educational Background

High School Diploma, Cosmetology License, Real Estate License

Business and Civic Experiences/Skills:

I would like to actively participate in the public life of a our community in an informed, committed, and constructive manner, focusing on the common good.

Areas of Expertise and Interest/Skills:

Real Estate Buyer's and Seller's Agent, Musician/Singer involved in live performances and Praise and Worship, Hair Stylist/Barber, Potter specializing in Hand built pottery

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

Director with Carolina Smokys Board of Realtors Multiple Listing Service from 01/2019 - 2023, Vice President 2024-2025.

SIGNATURE:

Terrie Prestia

DATE: 02/21/2024