

Macon County



MACON COUNTY BOARD OF COMMISSIONERS

JUNE 11, 2024

6 P.M.

AGENDA

1. Call to order and welcome by Chairman Shields
2. Announcements
 - (A) The annual NACo conference is scheduled for July 15, 2024. If anyone is planning to attend the board will need to appoint a voting delegate tonight
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – **6 p.m.**
 - (A) Recommended Fiscal Year 2024-25 budget
6. Adoption of the FY 2025 budget and budget ordinance
7. Public Comment Period
8. Additions to agenda
9. Adjustments to and approval of the agenda
10. Reports/Presentations - None
11. Old Business
 - (A) Update on Highlands School project and approval of budget amendment – Representatives from LS3P and Vannoy Construction
 - (B) Consideration of bid award for the future Carson Convenience Center 64E turn lane – Solid Waste Director Chris Stahl
 - (C) Consideration and approval of inter-local agreements with Macon County Board of Education
 1. Macon Middle School track project
 2. Franklin High School project
 3. Highlands School project
 4. Nantahala septic project

12. New Business

- (A) Community Funding Pool recommendations – Diane Cotton
- (B) Discussion regarding proposed changes to the Flood Plain Ordinance and schedule public hearing for the July 9, 2024 regular meeting – County Attorney Eric Ridenour and Planning Director Joe Allen

13. 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 May 14, 2024, regular meeting, the May 21, 2024, continued meeting, the May 28, 2024, continued meeting, and the June 4 2024, continued meeting
- (B) Budget Amendments #322-327
- (C) Juvenile Crime Prevention Council County Plan and Certification FY 2024-2025
- (D) Ordinance Amending the Fiscal Year 2023-24 Budget
- (E) Grant Project Ordinance Amendment Housing Administration
- (F) Grant Project Ordinance Amendment Duke Energy Weatherization Direct Reimbursement
- (G) Grant Project Ordinance Amendment Duke Energy 2017 HHF
- (H) Grant Project Ordinance Dogwood Health Grant #2089
- (I) Grant Project Ordinance 2024 Urgent Repair URP24
- (J) Grant Project Ordinance WAP FY 2025
- (K) Capital Project Ordinance Amendment Macon Middle School Renovation
- (L) Capital Project Ordinance Amendment Macon Middle School Locker Room
- (M) Capital Project Ordinance Amendment Franklin High School
- (N) Capital Project Ordinance Amendment Highlands School
- (O) Capital Project Ordinance Amendment Nantahala Library-Community Building
- (P) Tax releases for the month of May in the amount of \$583.13
- (Q) Monthly ad valorem tax collection report – no action necessary

14. Appointments

- (A) Highlands Tourism Development Commission (2 seats)

15. Closed session as allowed under NCGS 143-318.11

16. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – PUBLIC HEARINGS

MEETING DATE: JUNE 11, 2024

We have one public hearing on the agenda to allow comment on the recommended Fiscal Year 2024-25 budget. A copy of the notice of public hearing will be included in the packet and this notice also appeared in the May 29, 2024, edition of *The Franklin Press*. The proposed budget and the County Manager's budget message were made available for public inspection and review shortly after his presentation of the same on May 21, 2024. At any point following the close of the public hearing, the county's legal obligations have been met, and the board can adopt the budget.

Included in your packet is the budget ordinance prepared two ways:

1. "Budget ordinance FY2025 county manager proposed budget" - this ordinance was included in the budget notebook. It has Franklin Fire District at its current rate of \$0.0524.
2. "Budget ordinance FY2025 – includes Franklin Fire District tax rate at 0.07" – this one has Franklin Fire District at the requested rate of \$0.07.

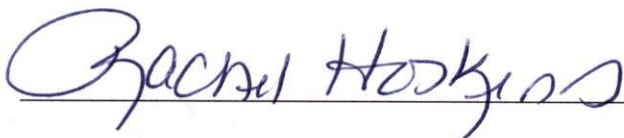
Invoice / Affidavit
The Franklin Press
Post Office Box 350
Franklin, NC 28744

STATE OF NORTH CAROLINA
COUNTY OF MACON

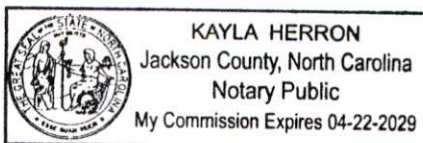
AFFIDAVIT OF PUBLICATION Personally appeared before the undersigned, Rachel Hoskins, who having been duly sworn on oath that she is the Regional Publisher of The Franklin Press, and the following legal advertisement was published in The Franklin Press newspaper, and entered as second class mail in the 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:

MACON PUB NOTICE BUDGET
JUNE 11TH MEETING
05/29/2024

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



PUBLIC NOTICE
The recommended Macon County budget for Fiscal Year 2024-2025 was submitted to the Macon County Board of Commissioners on May 21, 2024, and a copy is now available for public inspection at the receptionist desk at the Macon County Courthouse Annex Building in Franklin, N.C. The recommended budget, along with the county managers budget message, can be accessed on the County's web site at <https://maconnc.org/budget.html>. The Board of Commissioners will hold a public hearing on the recommended budget on June 11, 2024, at 6 p.m. in the Commission Boardroom on the third floor of the Macon County Courthouse, 5 West Main Street, Franklin, NC.

Derek C. Roland, County Manager
Ex Officio Clerk to the Board
05/29/2024 #817494

Sworn to and subscribed before me this 29th day of May, 2024



Notary Public

Filed with: MACON CO BD OF COMMISSIONERS
Address: 5 WEST MAIN ST FRANKLIN NC 28734
Total Amount Due: \$33.60

Franklin Fire District \$0.0524 tax rate

MACON COUNTY, NORTH CAROLINA
BUDGET ORDINANCE
Fiscal Year 2024-2025

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

SECTION 1. The following amounts are hereby appropriated in the General Fund for the operation of the county government and its activities for the fiscal year beginning July 1, 2024, and ending June 30, 2025, in accordance with the chart of accounts heretofore established for this county:

Governing Board	\$	223,616
Administration		578,754
Finance		760,262
Tax Supervision		806,846
Mapping		230,507
Tax Assessment		774,449
Legal		130,000
Human Resources		387,550
Board of Elections		340,538
Register of Deeds		377,456
Information Technology		1,791,012
Garage		443,656
Buildings & Grounds		2,613,522
Sheriff		522,194
Crime Prevention		2,335,979
Support & Professional Regulations		2,026,139
NC Forest Service Contract		97,616
Investigations		1,411,638
School Resource Officers		1,022,037
Detention Center		2,966,515
Permitting, Planning, and Development		775,917
Emergency Medical Service		4,948,938
Emergency Management Services		1,920,690
E911 Addressing		159,447
Fire Task Force		343,989
Animal Control		427,783
Airport		33,650
Economic Development		95,036
Cowee School		38,375
Transit Services		1,536,860
Soil Conservation		195,879
Cooperative Extension		306,646
Health Department		6,107,913
Social Services		6,300,636
Mental Health/Handicapped		168,993
Juvenile Crime Prevention Council		146,382
Veterans Services		165,732
Senior Services		1,218,878
Library Services		1,183,291
Recreation		1,781,143
Education		11,868,433
Transfers to other funds		2,226,398
Special Appropriations		214,000
Non-Departmental		<u>1,699,356</u>
Total Appropriations	\$	63,704,651

SECTION 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Tax Collections	\$	35,563,032
Gross Receipts Tax		42,000
Local Option Sales Tax		14,133,859
Payments in Lieu of Taxes		430,000
Service Fees		3,994,009
Health Programs		2,533,091
JCPC Grants		113,126
Social Services Revenues		4,051,776
Transit Services Grants & Fees		1,232,152
Veterans Affairs		2,200
Senior Services Revenues & Fees		412,801
Recreation Fees		53,350
Interest Earnings		818,049
Rentals		40,000
ABC Funds		17,000
Miscellaneous Income		135,874
Fund Balance Appropriated		-
Grants		132,332
Transfers from other funds		-
Total Estimated Revenues	\$	<u>63,704,651</u>

SECTION 3. The following amounts are hereby appropriated in the Debt Service Fund for the payment of principal and interest on the outstanding and anticipated debt of the county and the fees relating thereto for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Macon Middle School Renovations (2021 LOBS)	\$	770,625
2008 School Issue		1,069,400
2010 Iotla Valley School		893,501
QZAB - Nantahala		125,895
South Macon Elementary Addition		232,900
Little Tennessee Sewer Project		115,600
Union Academy/Highlands QZAB		199,058
Fiscal Agency Fees		3,500
Debt service reserve		<u>2,774,760</u>
Total Appropriations	\$	<u>6,185,239</u>

SECTION 4. It is estimated that the following revenues will be available in the Debt Service Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Transfer from General Fund	\$	2,077,634
Transfer from Schools Capital Reserve Fund		3,650,260
Subsidy Refunds		121,046
Town of Franklin		36,299
Lottery		300,000
Fund balance appropriated		-
Total Estimated Revenues	\$	<u>6,185,239</u>

SECTION 5. The following amounts are hereby appropriated in the Schools Capital Reserve Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Transfer to Debt Service Fund	\$	<u>3,650,260</u>
Total Appropriations	\$	3,650,260

SECTION 6. It is estimated that the following revenues will be available in the Schools Capital Reserve Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Local Option Sales Tax	\$	3,575,260
Interest Earnings		<u>75,000</u>
Total Estimated Revenues	\$	3,650,260

SECTION 7. The following amounts are hereby appropriated in the Fire District Tax Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Franklin	\$	1,272,448
Clarks Chapel		374,333
Otto		535,218
Cullasaja		354,227
West Macon		343,025
Scaly Mountain		160,759
Burningtown/Iotla		278,162
Cowee		357,088
Nantahala		245,173
Highlands		1,119,672
Mountain Valley		<u>144,580</u>
Total Appropriations	\$	5,184,685

SECTION 8. The following tax rates, based upon the various estimated collection rates, are hereby levied for the Fire Tax Districts for the fiscal year beginning July 1, 2024, and ending June 30, 2025. Rates are per \$100 of assessed valuation of taxable property.

<u>Fire District</u>	<u>Tax Rate</u>	<u>Estimated Valuation</u>	<u>Estimated Collection Rate</u>	<u>Levy</u>
Franklin	0.0524	2,371,331,957	98.38%	\$ 1,222,448
Clarks Chapel	0.0538	683,781,112	97.95%	360,333
Otto	0.0690	763,487,015	98.18%	517,218
Cullasaja	0.0480	731,833,454	98.22%	345,027
West Macon	0.0487	689,079,816	98.94%	332,025
Scaly Mountain	0.0418	381,235,224	98.37%	156,759
Burningtown/Iotla	0.0782	350,398,346	98.23%	269,162
Cowee	0.0780	448,945,562	97.69%	342,088
Nantahala	0.0487	498,054,654	97.37%	236,173
Highlands	0.0191	5,824,374,126	99.57%	1,107,672
Mountain Valley	0.0839	171,046,292	97.96%	140,580
Prior Years Taxes				<u>155,200</u>
Total Estimated Revenues				\$ 5,184,685

SECTION 9. The following amounts are hereby appropriated in the Emergency 911 Surcharge Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

911 Program	\$	<u>266,176</u>
Total Appropriations	\$	266,176

SECTION 10. It is estimated that the following revenues will be available in the Emergency 911 Surcharge Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

911 Revenues	\$	179,513
Interest Earnings		12,000
Fund balance appropriated		<u>74,663</u>
Total Estimated Revenues	\$	266,176

SECTION 11. The following amounts are hereby appropriated in the Solid Waste Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Administration	\$	717,362
Convenience Centers		1,337,831
Landfill Operations		1,661,184
Highlands Transfer Station Operations		599,444
Recycling		930,027
Solid Waste Processing		693,335
Debt Service		1,095,129
Transfers to Closure/Post-closure Reserve		<u>483,706</u>
Total Appropriations	\$	7,518,018

SECTION 12. It is estimated that the following revenues will be available in the Solid Waste Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Landfill Fees	\$	3,300,000
Tipping Fees		2,000,000
Recycling Sales		300,000
State Revenues		134,400
Other Revenues		78,000
Fund Balance Appropriated		<u>1,705,618</u>
Total Estimated Revenues	\$	7,518,018

SECTION 13. The following amount is appropriated in the Old Sites Closure/Post-Closure Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Post-Closure Expenditures	\$	<u>102,606</u>
Total Appropriations	\$	102,606

SECTION 14. It is estimated that the following revenue will be available in the Old Sites Closure/Post-Closure Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Transfer from Solid Waste Fund	\$	<u>102,606</u>
Total Estimated Revenues	\$	102,606

SECTION 15. The following amounts are appropriated in the Cell I Closure/Post-Closure Reserve Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Closure Reserve	\$	313,500
Post-Closure Reserve		2,500
Remediation Reserve		<u>65,100</u>
Total Appropriations	\$	381,100

SECTION 16. It is estimated that the following revenue will be available in the Cell I Closure/Post-Closure Reserve Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Transfer from Solid Waste Fund	\$	<u>381,100</u>
Total Estimated Revenues	\$	381,100

SECTION 17. The following amount is appropriated in the Self-Insured Health Insurance Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Insurance Claims/Premium/Administration	\$ 5,065,460
Total Appropriations	\$ 5,065,460

SECTION 18. It is estimated that the following revenues will be available in the Self-Insured Health Insurance Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Contributions from Other Funds	\$ 4,995,868
Cobra/Retirees Contributions	39,592
Interest Earnings	30,000
Transfer from General Fund	-
Total Estimated Revenues	\$ 5,065,460

SECTION 19. The following amount is appropriated in the Economic Dev. Reserve Fund (fund 20) for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Transfer to general fund	\$ -
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SECTION 20. It is estimated that the following revenue will be available in the Economic Dev. Reserve Fund (fund 20) for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Interest/Fund balance appropriated	\$ -
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SECTION 21. The following amount is appropriated in the Occupancy Tax Fund (fund 28) for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Occupancy Tax	\$ 2,372,266
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SECTION 22. It is estimated that the following revenue will be available in the Occupancy Tax Fund (fund 28) for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Occupancy Tax Collections	\$ 2,372,266
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SECTION 23. The following amount is appropriated in the Representative Payee Funds for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Representative Payee Funds Expenditures	\$ 300,000
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SECTION 24. It is estimated that the following revenue will be available in the Representative Payee Funds for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Representative Payee Funds Revenues	\$ 300,000
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SECTION 25. The following amount is appropriated in the Fines and Forfeitures Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Fines and Forfeitures Expenditures	\$ 600,000
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SECTION 26. It is estimated that the following revenue will be available in the Fines and Forfeitures Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Fines and Forfeitures Revenues	\$ 600,000
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SECTION 27. The following amount is appropriated in the Deed of Trust Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Deed of Trust Expenditures	\$ 70,000
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SECTION 28. It is estimated that the following revenue will be available in the Deed of Trust Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Deed of Trust Revenues	\$ 70,000
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SECTION 29. The following amount is appropriated in the Relief Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Relief Fund Expenditures	\$	-
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SECTION 30. It is estimated that the following revenue will be available in the Relief Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Relief Fund Revenues	\$	-
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SECTION 31. The Board of County Commissioners hereby levies a tax at the rate of 27 cents per one hundred dollars (\$100.00) valuation of property listed as of January 1, 2024, for the purpose of raising revenue included in "Tax Collections" in the General Fund in Section 2 of this ordinance.

This rate of tax is based upon an estimated total valuation of property for the purpose of taxation of \$13,113,508,724, and an estimated collection rate of 98.73% for real/personal and 100% for motor vehicles.

SECTION 32. The Board of County Commissioners hereby levies a per unit assessment fee for the fiscal year beginning July 1, 2024, and ending June 30, 2025, on solid waste disposal based upon the following schedule:

Residential Household/Mobile Home	\$	120.00
Commercial Buildings	\$	120.00

The Board of Commissioners authorizes the assessment amount to be printed on the Macon County Property Tax statement. The assessment is authorized to be collected in the same manner as property tax.

SECTION 33. The Board of Commissioners hereby levies a charge of \$66.00 per ton for non-residential tipping fees for demolition and commercial waste. A charge of \$10.00 per ton is levied for Materials Useful and a charge of \$35.00 per ton is levied for brush and stumps. A charge of \$12.50 per ton is levied for Highlands transfer fee to Macon County Landfill.

SECTION 34. The County Manager and/or Finance Director are hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- a) The Finance Director may transfer amounts between objects of expenditure within a department or between revenue line items.
- b) The County Manager may transfer amounts between departments.
- c) The funding for approved reclassifications may be transferred from the budgeted reserve with the approval of the County Manager.
- d) No revenues may be increased, no funds may be transferred from the Contingency account in the General Fund, and no transfers may be made between funds unless formal action is taken by the Board of Commissioners.

SECTION 35. The County Manager is hereby authorized to accept grant funding which has been previously approved for application by the Board of Commissioners, including any local match involved. The County Manager is authorized to execute any resulting grant documents. Also, the County Manager is authorized to enter into contracts for purchases of apparatus, supplies, materials, or equipment as described in G.S. 143-129(a) up to the limits stated therein for informal bidding which are within budgeted appropriations. The County Manager is authorized to enter into routine service contracts in the normal course of county operations within budgeted appropriations. Change Orders for capital project contracts previously approved by the Board of Commissioners may be approved by the County Manager up to the informal bidding limits referred to above, provided that sufficient funding is available. All contracts authorized by this ordinance are approved for signature by the Chairman of the Board of County Commissioners, the County Manager, and/or the Clerk to the Board of Commissioners as appropriate.

SECTION 36. Copies of this Budget Ordinance shall be furnished to the Clerk to the Board of Commissioners and to the Budget Officer and Finance Director to be kept on file by them for their direction in the disbursement of funds.

Adopted this _____ day of June 2024.

Gary Shields
Chairman, Board of Commissioners

Derek Roland
Clerk to the Board of Commissioners

Franklin Fire District \$0.07 tax rate

MACON COUNTY, NORTH CAROLINA BUDGET ORDINANCE Fiscal Year 2024-2025

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

SECTION 1. The following amounts are hereby appropriated in the General Fund for the operation of the county government and its activities for the fiscal year beginning July 1, 2024, and ending June 30, 2025, in accordance with the chart of accounts heretofore established for this county:

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Service Fees	3,994,009
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JCPC Grants	113,126
Social Services Revenues	4,051,776
Transit Services Grants & Fees	1,232,152
Veterans Affairs	2,200
Senior Services Revenues & Fees	412,801
Recreation Fees	53,350
Interest Earnings	818,049
Rentals	40,000
ABC Funds	17,000
Miscellaneous Income	135,874
Fund Balance Appropriated	-
Grants	132,332
Transfers from other funds	-
Total Estimated Revenues	<u>\$ 63,704,651</u>

SECTION 3. The following amounts are hereby appropriated in the Debt Service Fund for the payment of principal and interest on the outstanding and anticipated debt of the county and the fees relating thereto for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

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2010 Iotla Valley School	893,501
QZAB - Nantahala	125,895
South Macon Elementary Addition	232,900
Little Tennessee Sewer Project	115,600
Union Academy/Highlands QZAB	199,058
Fiscal Agency Fees	3,500
Debt service reserve	<u>2,774,760</u>
Total Appropriations	<u>\$ 6,185,239</u>

SECTION 4. It is estimated that the following revenues will be available in the Debt Service Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Transfer from General Fund	\$ 2,077,634
Transfer from Schools Capital Reserve Fund	3,650,260
Subsidy Refunds	121,046
Town of Franklin	36,299
Lottery	300,000
Fund balance appropriated	-
Total Estimated Revenues	<u>\$ 6,185,239</u>

SECTION 5. The following amounts are hereby appropriated in the Schools Capital Reserve Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Transfer to Debt Service Fund	<u>\$ 3,650,260</u>
Total Appropriations	<u>\$ 3,650,260</u>

SECTION 6. It is estimated that the following revenues will be available in the Schools Capital Reserve Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Local Option Sales Tax	\$ 3,575,260
Interest Earnings	<u>75,000</u>
Total Estimated Revenues	\$ 3,650,260

SECTION 7. The following amounts are hereby appropriated in the Fire District Tax Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Franklin	\$ 1,683,041
Clarks Chapel	374,333
Otto	535,218
Cullasaja	354,227
West Macon	343,025
Scaly Mountain	160,759
Burningtown/Iotla	278,162
Cowee	357,088
Nantahala	245,173
Highlands	1,119,672
Mountain Valley	<u>144,580</u>
Total Appropriations	\$ 5,595,278

SECTION 8. The following tax rates, based upon the various estimated collection rates, are hereby levied for the Fire Tax Districts for the fiscal year beginning July 1, 2024, and ending June 30, 2025. Rates are per \$100 of assessed valuation of taxable property.

<u>Fire District</u>	<u>Tax Rate</u>	<u>Estimated Valuation</u>	<u>Estimated Collection Rate</u>	<u>Levy</u>
Franklin	0.0700	2,371,331,957	98.38%	\$ 1,633,041
Clarks Chapel	0.0538	683,781,112	97.95%	360,333
Otto	0.0690	763,487,015	98.18%	517,218
Cullasaja	0.0480	731,833,454	98.22%	345,027
West Macon	0.0487	689,079,816	98.94%	332,025
Scaly Mountain	0.0418	381,235,224	98.37%	156,759
Burningtown/Iotla	0.0782	350,398,346	98.23%	269,162
Cowee	0.0780	448,945,562	97.69%	342,088
Nantahala	0.0487	498,054,654	97.37%	236,173
Highlands	0.0191	5,824,374,126	99.57%	1,107,672
Mountain Valley	0.0839	171,046,292	97.96%	140,580
Prior Years Taxes				<u>155,200</u>
Total Estimated Revenues				\$ 5,595,278

SECTION 9. The following amounts are hereby appropriated in the Emergency 911 Surcharge Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

911 Program	<u>\$ 266,176</u>
Total Appropriations	\$ 266,176

SECTION 10. It is estimated that the following revenues will be available in the Emergency 911 Surcharge Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

911 Revenues	\$ 179,513
Interest Earnings	12,000
Fund balance appropriated	<u>74,663</u>
Total Estimated Revenues	\$ 266,176

SECTION 11. The following amounts are hereby appropriated in the Solid Waste Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Administration	\$	717,362
Convenience Centers		1,337,831
Landfill Operations		1,661,184
Highlands Transfer Station Operations		599,444
Recycling		930,027
Solid Waste Processing		693,335
Debt Service		1,095,129
Transfers to Closure/Post-closure Reserve		<u>483,706</u>
Total Appropriations	\$	7,518,018

SECTION 12. It is estimated that the following revenues will be available in the Solid Waste Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Landfill Fees	\$	3,300,000
Tipping Fees		2,000,000
Recycling Sales		300,000
State Revenues		134,400
Other Revenues		78,000
Fund Balance Appropriated		<u>1,705,618</u>
Total Estimated Revenues	\$	7,518,018

SECTION 13. The following amount is appropriated in the Old Sites Closure/Post-Closure Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Post-Closure Expenditures	\$	<u>102,606</u>
Total Appropriations	\$	102,606

SECTION 14. It is estimated that the following revenue will be available in the Old Sites Closure/Post-Closure Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Transfer from Solid Waste Fund	\$	<u>102,606</u>
Total Estimated Revenues	\$	102,606

SECTION 15. The following amounts are appropriated in the Cell I Closure/Post-Closure Reserve Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Closure Reserve	\$	313,500
Post-Closure Reserve		2,500
Remediation Reserve		<u>65,100</u>
Total Appropriations	\$	381,100

SECTION 16. It is estimated that the following revenue will be available in the Cell I Closure/Post-Closure Reserve Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Transfer from Solid Waste Fund	\$	<u>381,100</u>
Total Estimated Revenues	\$	381,100

SECTION 17. The following amount is appropriated in the Self-Insured Health Insurance Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Insurance Claims/Premium/Administration	\$ 5,065,460
Total Appropriations	\$ 5,065,460

SECTION 18. It is estimated that the following revenues will be available in the Self-Insured Health Insurance Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Contributions from Other Funds	\$ 4,995,868
Cobra/Retirees Contributions	39,592
Interest Earnings	30,000
Transfer from General Fund	-
Total Estimated Revenues	\$ 5,065,460

SECTION 19. The following amount is appropriated in the Economic Dev. Reserve Fund (fund 20) for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Transfer to general fund	\$ -
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SECTION 20. It is estimated that the following revenue will be available in the Economic Dev. Reserve Fund (fund 20) for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Interest/Fund balance appropriated	\$ -
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SECTION 21. The following amount is appropriated in the Occupancy Tax Fund (fund 28) for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Occupancy Tax	\$ 2,372,266
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SECTION 22. It is estimated that the following revenue will be available in the Occupancy Tax Fund (fund 28) for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Occupancy Tax Collections	\$ 2,372,266
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SECTION 23. The following amount is appropriated in the Representative Payee Funds for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Representative Payee Funds Expenditures	\$ 300,000
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SECTION 24. It is estimated that the following revenue will be available in the Representative Payee Funds for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Representative Payee Funds Revenues	\$ 300,000
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SECTION 25. The following amount is appropriated in the Fines and Forfeitures Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Fines and Forfeitures Expenditures	\$ 600,000
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SECTION 26. It is estimated that the following revenue will be available in the Fines and Forfeitures Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Fines and Forfeitures Revenues	\$ 600,000
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SECTION 27. The following amount is appropriated in the Deed of Trust Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Deed of Trust Expenditures	\$ 70,000
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SECTION 28. It is estimated that the following revenue will be available in the Deed of Trust Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Deed of Trust Revenues	\$ 70,000
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SECTION 29. The following amount is appropriated in the Relief Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Relief Fund Expenditures	\$	-
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SECTION 30. It is estimated that the following revenue will be available in the Relief Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Relief Fund Revenues	\$	-
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SECTION 31. The Board of County Commissioners hereby levies a tax at the rate of 27 cents per one hundred dollars (\$100.00) valuation of property listed as of January 1, 2024, for the purpose of raising revenue included in "Tax Collections" in the General Fund in Section 2 of this ordinance.

This rate of tax is based upon an estimated total valuation of property for the purpose of taxation of \$13,113,508,724, and an estimated collection rate of 98.73% for real/personal and 100% for motor vehicles.

SECTION 32. The Board of County Commissioners hereby levies a per unit assessment fee for the fiscal year beginning July 1, 2024, and ending June 30, 2025, on solid waste disposal based upon the following schedule:

Residential Household/Mobile Home	\$	120.00
Commercial Buildings	\$	120.00

The Board of Commissioners authorizes the assessment amount to be printed on the Macon County Property Tax statement. The assessment is authorized to be collected in the same manner as property tax.

SECTION 33. The Board of Commissioners hereby levies a charge of \$66.00 per ton for non-residential tipping fees for demolition and commercial waste. A charge of \$10.00 per ton is levied for Materials Useful and a charge of \$35.00 per ton is levied for brush and stumps. A charge of \$12.50 per ton is levied for Highlands transfer fee to Macon County Landfill.

SECTION 34. The County Manager and/or Finance Director are hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- a) The Finance Director may transfer amounts between objects of expenditure within a department or between revenue line items.
- b) The County Manager may transfer amounts between departments.
- c) The funding for approved reclassifications may be transferred from the budgeted reserve with the approval of the County Manager.
- d) No revenues may be increased, no funds may be transferred from the Contingency account in the General Fund, and no transfers may be made between funds unless formal action is taken by the Board of Commissioners.

SECTION 35. The County Manager is hereby authorized to accept grant funding which has been previously approved for application by the Board of Commissioners, including any local match involved. The County Manager is authorized to execute any resulting grant documents. Also, the County Manager is authorized to enter into contracts for purchases of apparatus, supplies, materials, or equipment as described in G.S. 143-129(a) up to the limits stated therein for informal bidding which are within budgeted appropriations. The County Manager is authorized to enter into routine service contracts in the normal course of county operations within budgeted appropriations. Change Orders for capital project contracts previously approved by the Board of Commissioners may be approved by the County Manager up to the informal bidding limits referred to above, provided that sufficient funding is available. All contracts authorized by this ordinance are approved for signature by the Chairman of the Board of County Commissioners, the County Manager, and/or the Clerk to the Board of Commissioners as appropriate.

SECTION 36. Copies of this Budget Ordinance shall be furnished to the Clerk to the Board of Commissioners and to the Budget Officer and Finance Director to be kept on file by them for their direction in the disbursement of funds.

Adopted this _____ day of June 2024.

Gary Shields
Chairman, Board of Commissioners

Derek Roland
Clerk to the Board of Commissioners

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – OLD BUSINESS

MEETING DATE: JUNE 11, 2024

11(A). Representatives from LS3P and Vannoy Construction will be present at the meeting to provide an update on the Highlands School project including a plan for summer work including costs for boiler pumps, next steps for the underground fuel tank removal, and other items with a proposed cost of \$243,800 as indicated in the email below received from Emily Kite with LS3P. A copy of the budget amendment is included in your packet. This item will need a vote to approve the plan as well as the accompanying budget amendment.

From: Emily Kite <emilykite@ls3p.com>
Sent: Thursday, June 6, 2024 4:15 PM
To: Derek Roland (<droland@maconnc.org> <droland@maconnc.org>); Lori Hall (<lhall@maconnc.org>
Subject: Highlands Summer Work

From Vannoy

Total summer work costs \$243,800. This includes subcontractor costs for boiler pumps and fuel tank, site due diligence for utility locations and environmental survey for fuel tank + general conditions & contingency.

Vannoy is still pulling together the breakdown and will email it but I wanted to get you the total as soon as I got it.

Emily J. Kite AIA, NCARB, ALEP
Senior Project Manager | Associate Principal | K-12 Education Sector Leader

LS3P

14 O'Henry Avenue, Suite 210, Asheville, NC 28801 828.254.1963 (O) 828-545-0198 (M)
2 West Washington Street, Suite 600, Greenville, SC 29601 864.272.1255 (O) 828-545-0198 (M)
CHARLESTON | COLUMBIA | GREENVILLE | MYRTLE BEACH | ASHEVILLE | CHARLOTTE | GREENSBORO | RALEIGH | WILMINGTON | ATLANTA | SAVANNAH | JACKSONVILLE

11(B). Per Solid Waste Director Chris Stahl:

On behalf of Macon County McGill Associates issued a Request for Bid (RFB) for the construction of a NCDOT required right-turn lane as ingress from Hwy 64 eastbound, into the future Convenience Center site located at 4178 Murphy

Road, Franklin, NC 28734. The RFB was issued on May 12, 2024, with the bid period ending on May 29, 2024. Addendum #1 was issued on May 29, 2024, which added an additional week to the bid period, now set to close at 4:00 pm, Friday, June 7, 2024. Once the bids are opened, a bid tally sheet will be completed listing all pertinent contractor information and bids. The bids will also be reviewed for responsiveness, and a review committee will make a recommendation based on the completion of the review process. Assuming all bids are not rejected, and that there is an apparent responsive low bidder, a recommendation will be presented to the Board of Commissioners at the June 11th meeting.

I am requesting that the Board of Commissioners accept the recommendation as presented and authorize the County Manager to enter into a contract with the contractor to complete the scope of work as defined in the RFB.

- 11(C). Included in your packet are four (4) inter-local agreements with the Macon County Board of Education regarding the Macon Middle School track project, the Franklin High School project, the Highlands School project, and the Nantahala septic project. These items were mentioned at the joint meeting with the Macon County Board of Education on May 28, 2024 and will require a vote.

MACON COUNTY BUDGET AMENDMENT

AMENDMENT # _____

DEPARTMENT School Capital Projects - Highlands Pre-k

EXPLANATION Boiler pumps and fuel tank, site due diligence for utility locations and environmental survey for fuel tank

ACCOUNT		DESCRIPTION	INCREASE	DECREASE
463034	980011	TRANSFER FROM GENERAL FUND	243,800	
466034	580900	CONSTRUCTION	243,800	
113840	417900	FUND BALANCE APPROPRIATED	243,800	
119000	980046	TRANSFER TO FUND 46	243,800	

REQUESTED BY DEPARTMENT HEAD _____

RECOMMENDED BY FINANCE OFFICER _____

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS _____

APPROVED & ENTERED ON MINUTES DATED _____

CLERK _____

STATE OF NORTH CAROLINA
COUNTY OF MACON

INTERLOCAL AGREEMENT
MACON MIDDLE SCHOOL TRACK
PROJECT

THIS AGREEMENT, made as of the 1st day of June, 2024, by and between the COUNTY OF MACON, a body politic and corporate of the State of North Carolina (hereinafter sometimes referred to as the "County") and the MACON COUNTY BOARD OF EDUCATION, a school administrative unit of North Carolina (hereinafter sometimes referred to as the "Board of Education" or "Board," and collectively the "Parties"):

WITNESSETH:

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

WHEREAS, the Parties have previously collaborated on improvements to the Macon Middle School (MMS) property (the "School Property"), most recently beginning in 2021 through a Limited Obligation Bonds (LOBs) funded renovation project (the "LOBs Project"), for which purposes the Board of Education conveyed the School Property to the County;

WHEREAS, the MMS Track is in need of repair, renovation, replacement, and expansion (the "MMS Track Project"), the design services and bid process for which the Board of Education has acquired from LS3P by purchase order;

WHEREAS, with the assistance of LS3P a public bid opening for the MMS Track Project was duly held on May 7, 2024, pursuant to which construction GeoSurfaces became the lowest, responsive, responsible bidder for the sum of Nine Hundred Thirty Thousand One Hundred Eighty Dollars (\$930,180);

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

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

WHEREAS, subject to the terms of the LOBs Financing Agreement and this Agreement, the County will hold fee simple title to the School Property; and

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

NOW THEREFORE, the Parties hereto agree as follows:

I. The Board of Education agrees:

- A. To execute, on behalf of the Parties, a contract with GeoSurfaces for the construction of the MMS Track Project, and to further fund contract administration services to be performed by LS3P for accomplishment of the MMS Track Project. The Board of Education shall act as the authorized representative of the County in connection with such contracts pursuant to and within the limits of the Agreement and shall assign any contracts to the County, as necessary.
- B. To retain sole responsibility for decisions relating to the design of school renovations, if any, that are made necessary by the MMS Track Project, including school facilities or additions to school facilities within the scope of this Agreement.
- C. To supervise the contracts for the design and for the construction of proposed expansion, renovations, repairs, and improvements to the school building on the School Property brought about because of the MMS Track Project (hereinafter "Supervisory Powers").
- D. To make available the remaining funds of the Athletics Facilities Grant received by the Board of Education from the North Carolina Department of Public Instruction (which at the time this Agreement is executed is approximately \$50,000), in addition to any other funds that, in the Board of Education's sole discretion, may be made available for such purposes.

II. The County agrees:

- A. To hold the School Property upon the terms and conditions set forth herein until ownership is transferred to the Board of Education upon the terms and conditions previously approved by the Parties and as required by the Lender for the LOBs Project.
- B. To appoint the Board of Education as its representative for the purpose of proposing and supervising the contracts for the design and construction of proposed renovations, repairs and improvements to the school building (hereinafter "Supervisory Power") so as to assure that the same are constructed in accordance with plans for the MMS Track Project.
- C. To appoint the Board of Education to enter into contracts, as the County's agent and in its name, for the erection, construction, and development of school renovations to the school building as required for the MMS Track Project, consistent with the terms and conditions of this Agreement, and to assume responsibility for approving change orders to the Plans.

- D. To assume responsibility for any litigation arising from the MMS Track Project; provided, however, that the Board of Education may join in litigation as allowed by applicable law, at its own expense.
- E. To appoint the County Manager as its representative for the purpose of approving change orders deemed necessary and proper under the construction contracts for the MMS Track Project which are within the scope of the Project, within the budgeted contract amount, and not in excess of \$10,000. For purposes of this Paragraph, change orders shall not be divided for purposes of avoiding the application of this dollar threshold. Change Orders in excess of \$10,000 shall be approved by the Board of County Commissioners.
- F. To submit refund claims to the State of North Carolina under N.C. Gen. Stat. §105-164.14 and other applicable laws for sales taxes paid to the State by the County for the construction of the MMS Track Project and, as approved by the County, any renovations, repairs, and improvements to the school building required by the MMS Track Project, and the acquisition of necessary personal property such as fixtures, furniture and equipment associated with and to be used in connection with the proposed school improvements, as considered and approved by the County under Paragraph I.A of this Agreement.
- G. To reserve the sales tax refunds received for school construction and equipment purchases.
- H. To make available for use in the MMS Track Project such funds as required to complete it, subject to the County's discretion as reserved below. At the time this Agreement is executed, available funding consists of remaining contingency funds from the LOBs Project in the amount of \$ _____, and an appropriation approved by the County Commission at its regular meeting on _____ in the amount of \$ _____.

III. Both Parties agree:

- A. This Agreement shall be limited to the purpose of constructing the MMS Track Project.
- B. The County Manager and the Superintendent of Schools are authorized to administer this Agreement on behalf of the County and the Board of Education, respectively, as necessary.
- C. All contracts for the proposed MMS Track Project entered into pursuant to this Agreement shall be executed by and between the County, as Owner, the Board of Education, as intended third-party beneficiary, and the persons or entities providing goods or services therefore. Further, each Party agrees that it shall comply with the requirements of G.S. Chapter 64, Article 2 (the "E-Verify Requirements"). Each contract entered into for the purposes expressed in this

Agreement will require the contractor to comply with the E-Verify Requirements, and further that such contractor shall require any subcontractors to likewise comply with the same.

- D. The County is authorized to and shall make payments for the proposed expansion, renovations, repairs, and improvements to the school building entered into pursuant to this Agreement. In addition to the provisions of Paragraph II of this Agreement, any change orders requested in excess of the budgeted amount encumbered for each project shall be considered for approval by the Board of County Commissioners, or otherwise considered for approval in the manner in which the County usually conducts business.
- E. All personal property placed or moved into the School Property subject hereto shall be at the risk of the Board of Education, and the County shall not be liable to the Board for any damages to said personal property. In no case shall either party seek indemnification from the other with respect to any claim that arises from its own negligence.
- F. Personnel of the County and the Board are to execute the undertaking of this Agreement within funds made available by the County and the Board of Education for this purpose.
- G. In consideration of the grant of Supervisory Power by the County to the Board of Education pursuant to Paragraph II of this Agreement, the County and the Board of Education hereby agree as follows in connection with construction of the MMS Track Project by the Board of Education:
 - 1. The Parties to this Agreement shall comply with the provisions of law, including all applicable laws relating to the procurement of construction and equipment through competitive bidding. The County shall obtain all orders, permits or similar governmental approvals necessary for the expansion, renovation, and operation of the MMS Track Project. The Board of Education shall cause the expansion, renovation, and equipping of the MMS Track Project to proceed expeditiously in accordance with the plans and specifications therefor, all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over same.
 - 2. The Parties shall cause the MMS Track Project to be located entirely on real property owned by the County, such that (a) the MMS Track Project shall encroach upon nor overhang any easement nor right of way, and (b) MMS Track Project, when erected will be wholly within the building restriction lines, however established, and will not violate applicable use or other restrictions contained in prior conveyances or applicable protective covenants or restrictions.

3. The County, its representatives and agents shall have the right to enter upon and inspect the School Property from time to time, during and after construction of the MMS Track Project, and the Board of Education agrees to cause any contractor or subcontractor to cooperate with the County and its representatives and agents during such inspections.
 4. The Board of Education shall use its best efforts to cause the construction and equipping of the MMS Track Project to be completed within any established Project schedule. In the event that the amount of funds made available by the County, if any, are not sufficient to complete the School Project, the Parties agree to revise the plans and specifications for the MMS Track Project to the end that an alternative project having a cost not in excess of the funds available will be completed.
 5. The County hereby recognizes that the Board of Education shall have the right to make any changes in the description of the School Project or of any component or components thereof subject to the prior written consent of the County and the LOBs Project Lender as allowed under the Installment Financing Agreement; provided, however, that any such change shall not alter the purpose of the MMS Track Project or its budgeted contract amounts.
 6. The Board of Education hereby agrees that it will, upon the request of the County Manager, provide to the County Manager or his designee timely notice of all conferences with representatives of the architects, contractors and vendors with respect to the expansion, renovation, and equipping of the MMS Track Project and that the County Manager or his designee shall have the right to attend all such conferences.
 7. The Parties agree that the total project budget cost for the MMS Track Project is not to exceed the amounts made available by the Parties as expressed above. In the event that, in the sole opinion of the County, additional amounts are not available or that financing for such amounts is not available, or not offered upon terms that are advantageous and/or desirable, then the MMS Track Project may be abandoned without legal consequence to the County.
- H. The Board of Education, for one dollar (\$1.00) and other good and valuable consideration in hand received does hereby accept the foregoing appointment of Supervisory Power over the construction and equipping of the MMS Track Project as described in this Agreement and does hereby accept the foregoing delegation of duties as described in this Agreement.
- I. The County makes no express or implied warranty or representation of any kind whatsoever with respect to the School Property, the MMS Track Project or any component part thereof to the Board of Education or any other circumstance

whatsoever with respect thereto, including, but not limited to, any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any purpose, the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or agreement pertaining thereto; any latent defect; the ability thereof to perform any function; that the funds available to the County will be sufficient (together with other available funds of the Board of Education) to pay the costs of the MMS Track Project; or any other characteristic of the MMS Track Project; it being agreed that all risks relating to the MMS Track Project, the completion thereof or the transactions contemplated hereby are to be borne by the Board of Education, and the benefits of any and all implied warranties and representations of the County are hereby waived by the Board of Education.

- J. This Agreement shall terminate when the County has conveyed fee simple title to the School Property to the Board of Education.
- K. Notwithstanding anything to the contrary contained herein, the provisions of Paragraph III.I. shall survive the termination of this Agreement.
- L. The County and the Board of Education may, from time to time, execute and deliver such amendments to this Agreement and such further instruments as may be required or desired for carrying out the expressed intention of this Agreement.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

COUNTY OF MACON

By: _____
Gary Shields, Chairman

ATTEST:

Clerk to the Board

Pre-Audit Statement

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

Lori M. Carpenter, County Finance Officer

MACON COUNTY BOARD OF EDUCATION

By: _____
Jim Breedlove, Chairman

ATTEST:

Josh Lynch, Ex Officio Clerk to the Board

Pre-Audit Statement

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

Angie Cook, School Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF MACON

INTERLOCAL AGREEMENT
FRANKLIN HIGH SCHOOL PROJECT

THIS AGREEMENT, made as of the 1st day of June, 2024, by and between the COUNTY OF MACON, a body politic and corporate of the State of North Carolina (hereinafter sometimes referred to as the "County") and the MACON COUNTY BOARD OF EDUCATION, a school administrative unit of North Carolina (hereinafter sometimes referred to as the "Board of Education" or "Board," and collectively the "Parties"):

WITNESSETH:

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

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

WHEREAS, the Board of Education requests the County to acquire, for the purposes expressed in this Agreement and pursuant to N.C. Gen. Stat. § 153A-158.1, those certain parcels of real property making up the Franklin High School (FHS) property, the same being located at 100 Panther Drive, Franklin, as described in that deed dated September 23, 1926 from James A. Porter and wife, Mary V. Porter, recorded in the Office of the Register of Deeds for Macon County, North Carolina in Deed Book N-4, page 554 (along with any other parcels currently titled to the Board of Education and composing the FHS campus, collectively the "School Property");

WHEREAS, it is now the intent of the Parties to construct new school facilities to be located on the School Property (hereinafter the "School Project") as follows: 1) Demolition and replacement of the FHS football stadium, which first phase will incorporate demolition of existing campus buildings and infrastructure, new parking areas, drop-off drives, athletic fields, site utilities and stormwater management; 2) construction of a new building consisting of approximately 280,000 square feet and being adequate to provide facilities for FHS and the Bartram Academy; and 3) demolition of current FHS school buildings and final site improvements;

WHEREAS, the School Project was granted the sum of \$62 Million in Needs-Based School Construction funding by the North Carolina Department of Public Instruction, and the County will attempt to arrange to finance the balance needed for construction of the School Project pursuant to an Installment Financing Contract, (the "Installment Financing Contract"), between the County and Lenders of its choosing (the "Lenders") and upon terms that it deems to be satisfactory to itself within its sole discretion, pursuant to which the Lenders will advance to the County amounts sufficient to pay the costs of construction of the School Project and other components of the Project (as defined in the Installment Financing Agreements), and the County will agree to repay the advance, with interest, in Installments (the "Installment Payments");

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

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

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

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

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

NOW THEREFORE, the Parties hereto agree as follows:

- I. The Board of Education agrees:
 - A. To recommend for execution by the County contracts for the construction and contract administration of proposed new buildings, renovations, repairs and improvements to the School Property as set forth hereinabove, and to recommend the acquisition of necessary personal property associated with and to be used in connection with the proposed school construction or improvements as required by law. The Board of Education shall act as the authorized representative of the County in connection with such contracts pursuant to and within the limits of the Agreement and shall assign any contracts to the County, as necessary.
 - B. To retain sole responsibility for decisions relating to the design of school building design, including school facilities or additions to school facilities within the scope of this Agreement.
 - C. To supervise the contracts for the design and for the construction of proposed new buildings, renovations, repairs and improvements to the School Property, (hereinafter "Supervisory Powers").

- D. To approve for the County the architectural design, plans and specifications (the “Plans”) that County, in consultation with the Board of Education, has caused to be prepared and is preparing for the School Project by the Parties’ jointly selected architects, LS3P, for construction by the Parties’ joint selection of Construction Manger At-Risk for the Project, Caroll Daniel Construction. For purposes of designing Plans for the Project, the County and Board of Education have jointly entered into an agreement with LS3P for architectural services dated December 13, 2021, and have engaged Carroll Daniel Construction in pre-construction services for the Project.
- E. To use its best efforts to cause the construction and equipping of the School Project in accordance with the Plans therefore to be completed in an expeditious manner and in accordance with the Installment Financing Agreement and related financing documents and any applicable requirements of governmental authorities and law.

II. The County agrees:

- A. To hold the School Property, upon the terms and conditions set forth herein until ownership is transferred to the Board of Education upon the terms and conditions set forth herein.
- B. To appoint the Board of Education as its representative for the purpose of proposing and supervising the contracts for the design and construction of proposed new buildings, renovations, repairs and improvements to the School Property (hereinafter "Supervisory Power") so as to assure that the same are constructed in accordance with the Plans for the School Project.
- C. To enter into contracts for the erection, construction, and development of proposed new buildings, renovations, repairs and improvements to the School Property consistent with the terms and conditions of this Agreement, and to assume responsibility for approving change orders to the Plans.
- D. To assume responsibility for any litigation arising from the School Project; provided, however, that the Board of Education may join in litigation as allowed by applicable law, at its own expense.
- E. To appoint the County Manager as its representative for the purpose of approving change orders deemed necessary and proper under the construction contracts for the School Project which are within the scope of the Project, within the budgeted contract amount, and not in excess of \$10,000. For purposes of this Paragraph, change orders shall not be divided for purposes of avoiding the application of this dollar threshold. Change Orders in excess of \$10,000 shall be approved by the Board of County Commissioners.

- F. To submit refund claims to the State of North Carolina under N.C. Gen. Stat. §105-164.14 and other applicable laws for sales taxes paid to the State by the County for the construction of the proposed new buildings, renovations, repairs and improvements to the School Property, and the acquisition of necessary personal property such as fixtures, furniture and equipment associated with and to be used in connection with the proposed school building construction and improvements, as considered and approved by the County under Paragraph I.A of this Agreement.
- G. To reserve the sales tax refunds received for school construction and equipment purchases.
- H. To convey to the Board of Education the School Property promptly following satisfaction of debt service by the County.

III. Both Parties agree:

- A. This Agreement shall be limited to school construction and renovation projects financed by installment purchase contracts pursuant to N.C. Gen. Stat. §160A-20, as referenced hereinabove.
- B. The County Manager and the Superintendent of Schools are authorized to administer this Agreement on behalf of the County and the Board of Education, respectively, as necessary.
- C. All contracts for the proposed new buildings, renovations, repairs and improvements to the School Property entered into pursuant to this Agreement shall be executed by and between the County and Board of Education, as Owner, and the persons or entities providing goods or services therefore. Further, each Party agrees that it shall comply with the requirements of G.S. Chapter 64, Article 2 (the “E-Verify Requirements”). Each contract entered into for the purposes expressed in this Agreement will require the contractor to comply with the E-Verify Requirements, and further that such contractor shall require any subcontractors to likewise comply with the same.
- D. The County is authorized to and shall make payments for proposed new buildings, renovations, repairs and improvements to the School Property entered into pursuant to this Agreement. In addition to the provisions of Paragraph II of this Agreement, any change orders requested in excess of the budgeted amount encumbered for each project shall be considered for approval by the Board of County Commissioners, or otherwise considered for approval in the manner in which the County usually conducts business.
- E. All personal property placed or moved into the School Property subject hereto shall be at the risk of the Board of Education, and the County shall not be liable to the Board for any damages to said personal property. In no case shall either party

seek indemnification from the other with respect to any claim that arises from its own negligence.

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

- G. In consideration of the grant of Supervisory Power by the County to the Board of Education pursuant to Paragraph II of this Agreement, the County and the Board of Education hereby agree as follows in connection with the construction, renovation and equipping of the School Project by the Board of Education:
 - 1. The Parties to this Agreement shall comply with the provisions of law, including all applicable laws relating to the procurement of construction and equipment through competitive bidding. The County shall obtain all orders, permits or similar governmental approvals necessary for the construction of new buildings, expansion, renovation, and operation of the School Project. The County shall cause the expansion, renovation, and equipping of the School Project to proceed expeditiously in accordance with the plans and specifications therefor, all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over same.
 - 2. The County shall cause the School Project to be located entirely on real property subject to the lien of the applicable Deed of Trust and will ensure that (a) neither School Project shall encroach upon nor overhang any easement nor right of way, and (b) School Project, when erected will be wholly within the building restriction lines, however established, and will not violate applicable use or other restrictions contained in prior conveyances or applicable protective covenants or restrictions.
 - 3. The County, the Lender and their respective representatives and agents shall have the right to enter upon and inspect the School Property from time to time, during and after construction, and the Board of Education agrees to cause any contractor or subcontractor to cooperate with the County, the Lender and their respective representatives and agents during such inspections.
 - 4. The Board of Education shall use its best efforts to cause the construction and equipping of the School Project to be completed within the respective School Project schedules. In the event that the amount of funds advanced under the Installment Financing Agreement, plus other funds made available by the County, if any, are not sufficient to complete the School Project, the Parties agree to revise the plans and specifications for the School Project to the end that an alternative project having a cost not in

excess of the funds advanced under the Installment Financing Agreement will be completed.

5. The County hereby recognizes that the Board of Education shall have the right to make any changes in the description of the School Project or of any component or components thereof subject to the prior written consent of the County and the Lender as allowed under the Installment Financing Agreement; provided, however, that any such change shall not alter the purpose of the School Project or their budgeted contract amounts.
 6. The Board of Education hereby agrees that it will, upon the request of the County Manager, provide to the County Manager or his designee timely notice of all conferences with representatives of the architects, contractors and vendors with respect to the proposed new buildings, renovations, repairs, and improvements to the School Property and that the County Manager or his designee shall have the right to attend all such conferences.
 7. The Parties agree that the total project budget cost for the School Project is not to exceed \$___ million. In the event that financing for such amounts is not available to be borrowed or, in the sole opinion of the County, not offered upon terms that are advantageous and/or desirable, then the School Project may be abandoned without legal consequence to the County. In the event that the School Project is abandoned, the County shall convey the School Property to the Board of Education.
- H. The Board of Education, for one dollar (\$1.00) and other good and valuable consideration in hand received does hereby accept the foregoing appointment of Supervisory Power over the construction and equipping of the School Project as described in this Agreement and does hereby accept the foregoing delegation of duties as described in this Agreement.
- I. The Board of Education in carrying out its duties under this Agreement is acting as an independent contractor and is not an agent of the County in connection with this Agreement or in connection with any other agreement between the Board of Education and the County, express or implied.
- J. The County makes no express or implied warranty or representation of any kind whatsoever with respect to the School Project or any component part thereof to the Board of Education or any other circumstance whatsoever with respect thereto, including, but not limited to, any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any purpose, the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or agreement pertaining thereto; any latent defect; the ability thereof to perform any function; that the funds advanced by the Lender pursuant to the Installment

Financing Contract will be sufficient (together with other available funds of the County and the Board of Education) to pay the costs of the School Project; or any other characteristic of the School Project; it being agreed that all risks relating to the School Project, the completion thereof or the transactions contemplated hereby or by the Installment Financing Contract are to be borne by the Board of Education, and the benefits of any and all implied warranties and representations of the County are hereby waived by the Board of Education.

- K. This Agreement shall terminate when the County has conveyed fee simple title to the School Property to the Board of Education.
- L. Notwithstanding anything to the contrary contained herein, the provisions of Paragraph III.J. shall survive the termination of this Agreement.
- M. The County and the Board of Education may, from time to time, with the written consent of the Lender, execute and deliver such amendments to this Agreement and such further instruments as may be required or desired for carrying out the expressed intention of this Agreement.
- N. The County and the Board of Education shall enter into a lease for the School Property whereby the County shall lease unto the Board of Education the school site referenced hereinabove; the Term of the lease shall be for the period of installment payments on the Installment Financing Agreements entered into by the County pursuant to this Agreement. The rental for each year of each Lease shall be One Dollar (\$1.00).

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

COUNTY OF MACON

By: _____
Gary Shields, Chairman

ATTEST:

Clerk to the Board

Pre-Audit Statement

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

Lori M. Carpenter, County Finance Officer

MACON COUNTY BOARD OF EDUCATION

By: _____
Jim Breedlove, Chairman

ATTEST:

Josh Lynch, Ex Officio Clerk to the Board

Pre-Audit Statement

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

Angie Cook, School Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF MACON

INTERLOCAL AGREEMENT
HIGHLANDS SCHOOL PROJECT

THIS AGREEMENT, made as of the 1st day of June, 2024, by and between the COUNTY OF MACON, a body politic and corporate of the State of North Carolina (hereinafter sometimes referred to as the "County") and the MACON COUNTY BOARD OF EDUCATION, a school administrative unit of North Carolina (hereinafter sometimes referred to as the "Board of Education" or "Board," and collectively the "Parties"):

WITNESSETH:

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

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

WHEREAS, the County acquired those certain parcels of real property located at 545 Pierson Road, Highlands, as described in that deed dated December 10, 2003, from the Macon County Board of Education to Macon County, recorded in the Office of the Register of Deeds for Macon County, North Carolina in Deed Book Q-27, pages 1123-1125, and in that deed dated April 26, 2013, from the Macon County Board of Education to Macon County, recorded in the Office of the Register of Deeds for Macon County, North Carolina in Deed Book O-35, pages 2462-2464, upon which the Parties have cooperated to construct and improve the Highlands School building and additions thereto (the "School Property");

WHEREAS, in 2013, in order to finance construction of certain improvements to the School Property, the County entered into one or more financing agreements and leased the School Property to the Board, by that Lease dated as of April 1, 2013, recorded in the Office of the Register of Deeds for Macon County, North Carolina in Deed Book O-35, pages 2485-2497 (the "Lease");

WHEREAS, it is now the intent of the Parties that the school facilities located on the School Property will be expanded, renovated, repaired, and improved (hereinafter the "School Project") as follows: 1) addition of a minimum of four (4) new classrooms within and renovations of the existing Middle School building; 2) retrofitting of two (2) elementary classrooms for Pre-K classes, being 1,200 square feet each to be located along the elementary wing of the school, together with an adjacent 2,700 square foot playground serving the Pre-K classrooms; 3) expansion of the Media Center and addition of an outdoor learning/reading area off the Media Center; 4) Conversion of a current computer lab into office space; and 5) upgrades to CTE rooms;

WHEREAS, the County will attempt to arrange to finance the School Project pursuant to an Installment Financing Contract, (the "Installment Financing Contract"), between the County

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

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

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

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

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

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

NOW THEREFORE, the Parties hereto agree as follows:

- I. The Board of Education agrees:
 - A. To recommend for execution by the County contracts for the construction and contract administration of proposed renovations, repairs and improvements to the school building located on the School Property as set forth hereinabove, and to recommend the acquisition of necessary personal property associated with and to be used in connection with the proposed school construction or improvements as required by law. The Board of Education shall act as the authorized representative of the County in connection with such contracts pursuant to and within the limits of the Agreement and shall assign any contracts to the County, as necessary.
 - B. To retain sole responsibility for decisions relating to the design of school renovations, including school facilities or additions to school facilities within the scope of this Agreement.

- C. To supervise the contracts for the design and for the construction of proposed expansion, renovations, repairs, and improvements to the school building on the School Property (hereinafter "Supervisory Powers").
- D. To approve for the County the architectural design, plans and specifications (the "Plans") that County, in consultation with the Board of Education, has caused to be prepared and is preparing for the School Project by the Parties' jointly selected architects, LS3P, for construction by the Parties' joint selection of Construction Manger At-Risk for the Project, James R. Vannoy & Sons Construction Company (Vannoy). For purposes of designing Plans for the Project, the County and Board of Education have jointly entered into an agreement with LS3P for architectural services dated October 27, 2022, and have engaged Vannoy in pre-construction services.
- E. To use its best efforts to cause the construction and equipping of the School Project in accordance with the Plans therefore to be completed in an expeditious manner and in accordance with the Installment Financing Agreement and related financing documents and any applicable requirements of governmental authorities and law.

II. The County agrees:

- A. To hold the School Property, upon the terms and conditions set forth herein until ownership is transferred to the Board of Education upon the terms and conditions set forth herein.
- B. To appoint the Board of Education as its representative for the purpose of proposing and supervising the contracts for the design and construction of proposed renovations, repairs and improvements to the school building (hereinafter "Supervisory Power") so as to assure that the same are constructed in accordance with the Plans for the School Project.
- C. To enter into contracts for the erection, construction, and development of school renovations to the school building consistent with the terms and conditions of this Agreement, and to assume responsibility for approving change orders to the Plans.
- D. To assume responsibility for any litigation arising from the School Project; provided, however, that the Board of Education may join in litigation as allowed by applicable law, at its own expense.
- E. To appoint the County Manager as its representative for the purpose of approving change orders deemed necessary and proper under the construction contracts for the School Project which are within the scope of the Project, within the budgeted contract amount, and not in excess of \$10,000. For purposes of this Paragraph,

change orders shall not be divided for purposes of avoiding the application of this dollar threshold. Change Orders in excess of \$10,000 shall be approved by the Board of County Commissioners.

- F. To submit refund claims to the State of North Carolina under N.C. Gen. Stat. §105-164.14 and other applicable laws for sales taxes paid to the State by the County for the construction of the proposed expansion, renovations, repairs, and improvements to the school building under the School Project, and the acquisition of necessary personal property such as fixtures, furniture and equipment associated with and to be used in connection with the proposed school improvements, as considered and approved by the County under Paragraph I.A of this Agreement.
- G. To reserve the sales tax refunds received for school construction and equipment purchases.
- H. To convey to the Board of Education the School Property promptly following satisfaction of debt service by the County.

III. Both Parties agree:

- A. This Agreement shall be limited to school renovation projects financed by installment purchase contracts pursuant to N.C. Gen. Stat. §160A-20, as referenced hereinabove.
- B. The County Manager and the Superintendent of Schools are authorized to administer this Agreement on behalf of the County and the Board of Education, respectively, as necessary.
- C. All contracts for the proposed expansion, renovations, repairs, and improvements to the school building entered into pursuant to this Agreement shall be executed by and between the County and Board of Education, as Owner, and the persons or entities providing goods or services therefore. Further, each Party agrees that it shall comply with the requirements of G.S. Chapter 64, Article 2 (the “E-Verify Requirements”). Each contract entered into for the purposes expressed in this Agreement will require the contractor to comply with the E-Verify Requirements, and further that such contractor shall require any subcontractors to likewise comply with the same.
- D. The County is authorized to and shall make payments for the proposed expansion, renovations, repairs, and improvements to the school building entered into pursuant to this Agreement. In addition to the provisions of Paragraph II of this Agreement, any change orders requested in excess of the budgeted amount encumbered for each project shall be considered for approval by the Board of County Commissioners, or otherwise considered for approval in the manner in which the County usually conducts business.

- E. All personal property placed or moved into the School Property subject hereto shall be at the risk of the Board of Education, and the County shall not be liable to the Board for any damages to said personal property. In no case shall either party seek indemnification from the other with respect to any claim that arises from its own negligence.
- F. Personnel of the County and the Board are to execute the undertaking of this Agreement within funds made available by the County and the Board of Education for this purpose.
- G. In consideration of the grant of Supervisory Power by the County to the Board of Education pursuant to Paragraph II of this Agreement, the County and the Board of Education hereby agree as follows in connection with the renovation and equipping of the School Project by the Board of Education:
 - 1. The Parties to this Agreement shall comply with the provisions of law, including all applicable laws relating to the procurement of construction and equipment through competitive bidding. The County shall obtain all orders, permits or similar governmental approvals necessary for the expansion, renovation, and operation of the School Project. The County shall cause the expansion, renovation, and equipping of the School Project to proceed expeditiously in accordance with the plans and specifications therefor, all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over same.
 - 2. The County shall cause the School Project to be located entirely on real property subject to the lien of the applicable Deed of Trust and will ensure that (a) neither School Project shall encroach upon nor overhang any easement nor right of way, and (b) School Project, when erected will be wholly within the building restriction lines, however established, and will not violate applicable use or other restrictions contained in prior conveyances or applicable protective covenants or restrictions.
 - 3. The County, the Lender and their respective representatives and agents shall have the right to enter upon and inspect the School Property from time to time, during and after construction, and the Board of Education agrees to cause any contractor or subcontractor to cooperate with the County, the Lender and their respective representatives and agents during such inspections.
 - 4. The Board of Education shall use its best efforts to cause the construction and equipping of the School Project to be completed within the respective School Project schedules. In the event that the amount of funds advanced under the Installment Financing Agreement, plus other funds made

available by the County, if any, are not sufficient to complete the School Project, the Parties agree to revise the plans and specifications for the School Project to the end that an alternative project having a cost not in excess of the funds advanced under the Installment Financing Agreement will be completed.

5. The County hereby recognizes that the Board of Education shall have the right to make any changes in the description of the School Project or of any component or components thereof subject to the prior written consent of the County and the Lender as allowed under the Installment Financing Agreement; provided, however, that any such change shall not alter the purpose of the School Project or their budgeted contract amounts.
 6. The Board of Education hereby agrees that it will, upon the request of the County Manager, provide to the County Manager or his designee timely notice of all conferences with representatives of the architects, contractors and vendors with respect to the expansion, renovation, and equipping of the School Project and that the County Manager or his designee shall have the right to attend all such conferences.
 7. The Parties agree that the total project budget cost for the School Project is not to exceed \$___ million. In the event that financing for such amounts is not available to be borrowed or, in the sole opinion of the County, not offered upon terms that are advantageous and/or desirable, then the School Project may be abandoned without legal consequence to the County. In the event that the School Project is abandoned, the County shall convey the School Property to the Board of Education, to the extent that it is no longer needed for financing the 2013 School Project.
- H. The Board of Education, for one dollar (\$1.00) and other good and valuable consideration in hand received does hereby accept the foregoing appointment of Supervisory Power over the construction and equipping of the School Project as described in this Agreement and does hereby accept the foregoing delegation of duties as described in this Agreement.
- I. The Board of Education in carrying out its duties under this Agreement is acting as an independent contractor and is not an agent of the County in connection with this Agreement or in connection with any other agreement between the Board of Education and the County, express or implied.
- J. The County makes no express or implied warranty or representation of any kind whatsoever with respect to the School Project or any component part thereof to the Board of Education or any other circumstance whatsoever with respect thereto, including, but not limited to, any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any purpose, the design or condition thereof; the safety, workmanship, quality or capacity thereof;

compliance thereof with the requirements of any law, rule, specification or agreement pertaining thereto; any latent defect; the ability thereof to perform any function; that the funds advanced by the Lender pursuant to the Installment Financing Contract will be sufficient (together with other available funds of the County and the Board of Education) to pay the costs of the School Project; or any other characteristic of the School Project; it being agreed that all risks relating to the School Project, the completion thereof or the transactions contemplated hereby or by the Installment Financing Contract are to be borne by the Board of Education, and the benefits of any and all implied warranties and representations of the County are hereby waived by the Board of Education.

- K. This Agreement shall terminate when the County has conveyed fee simple title to the School Property to the Board of Education.
- L. Notwithstanding anything to the contrary contained herein, the provisions of Paragraph III.J. shall survive the termination of this Agreement.
- M. The County and the Board of Education may, from time to time, with the written consent of the Lender, execute and deliver such amendments to this Agreement and such further instruments as may be required or desired for carrying out the expressed intention of this Agreement.
- N. The County and the Board of Education shall enter into an amendment and extension of the Lease for the School Property whereby the County shall lease unto the Board of Education the school site referenced hereinabove; the Term of the lease shall be for the period of installment payments on the Installment Financing Agreements entered into by the County pursuant to this Agreement. The rental for each year of each Lease shall be One Dollar (\$1.00).

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

COUNTY OF MACON

By: _____
Gary Shields, Chairman

ATTEST:

Clerk to the Board

Pre-Audit Statement

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

Lori M. Carpenter, County Finance Officer

MACON COUNTY BOARD OF EDUCATION

By: _____
Jim Breedlove, Chairman

ATTEST:

Josh Lynch, Ex Officio Clerk to the Board

Pre-Audit Statement

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

Angie Cook, School Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF MACON

INTERLOCAL AGREEMENT
NANTAHALA SCHOOL SEPTIC
PROJECT

THIS AGREEMENT, made as of the 1st day of June, 2024, by and between the COUNTY OF MACON, a body politic and corporate of the State of North Carolina (hereinafter sometimes referred to as the "County") and the MACON COUNTY BOARD OF EDUCATION, a school administrative unit of North Carolina (hereinafter sometimes referred to as the "Board of Education" or "Board," and collectively the "Parties"):

WITNESSETH:

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

WHEREAS, the Parties have previously collaborated on improvements to the Nantahala School property (the "School Property"), most recently beginning in 2010 through a Qualified Zone Academy Bond (QZAB) funded renovation project (the "QZAB Project");

WHEREAS, the septic system serving the School Property is at the end of its service life, and must be replaced as soon as possible to avoid systemic failures, environmental and regulatory consequences, and disruption or prevention of school activities;

WHEREAS, the County has purchased parcels of property located adjacent to the School Property (the "Cochran Property") upon which is willing to permit the location of wastewater treatment infrastructure if it is financially and practically possible to do so (the "Septic Project"); and

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

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

WHEREAS, subject to the terms of this Agreement, the County will hold fee simple title to the School Property; and

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

NOW THEREFORE, the Parties hereto agree as follows:

- I. The Board of Education agrees:
 - A. To recommend for execution by the County contracts for the design, construction and contract administration of proposed renovations, repairs and improvements to the school building required by the Septic Project. The Board of Education shall act as the authorized representative of the County in connection with such contracts pursuant to and within the limits of the Agreement and shall assign any contracts to the County, as necessary.
 - B. To retain sole responsibility for decisions relating to the design of school renovations, if any, that are made necessary by the Septic Project, including school facilities or additions to school facilities within the scope of this Agreement.
 - C. To supervise the contracts for the design and for the construction of proposed expansion, renovations, repairs, and improvements to the school building on the School Property brought about because of the Septic Project (hereinafter "Supervisory Powers").
- II. The County agrees:
 - A. To hold the School Property and the Cochran Property, upon the terms and conditions set forth herein until ownership is transferred to the Board of Education upon the terms and conditions set forth herein.
 - B. To appoint the Board of Education as its representative for the purpose of proposing and supervising the contracts for the design and construction of proposed renovations, repairs and improvements to the school building (hereinafter "Supervisory Power") so as to assure that the same are constructed in accordance with plans for the Septic Project.
 - C. To appoint the Board of Education to enter into contracts, as the County's agent and in its name, for the erection, construction, and development of school renovations to the school building as required for the Septic Project, consistent with the terms and conditions of this Agreement, and to assume responsibility for approving change orders to the Plans.
 - D. To assume responsibility for any litigation arising from the Septic Project; provided, however, that the Board of Education may join in litigation as allowed by applicable law, at its own expense.
 - E. To appoint the County Manager as its representative for the purpose of approving change orders deemed necessary and proper under the construction contracts for the Septic Project which are within the scope of the Project, within the budgeted contract amount, and not in excess of \$10,000. For purposes of this Paragraph, change orders shall not be divided for purposes of avoiding the application of this

dollar threshold. Change Orders in excess of \$10,000 shall be approved by the Board of County Commissioners.

- F. To submit refund claims to the State of North Carolina under N.C. Gen. Stat. §105-164.14 and other applicable laws for sales taxes paid to the State by the County for the construction of the Septic Project and, as approved by the County, any renovations, repairs, and improvements to the school building required by the Septic Project, and the acquisition of necessary personal property such as fixtures, furniture and equipment associated with and to be used in connection with the proposed school improvements, as considered and approved by the County under Paragraph I.A of this Agreement.
- G. To reserve the sales tax refunds received for school construction and equipment purchases.
- H. To convey to the Board of Education the School Property promptly following completion of the Septic Project.

III. Both Parties agree:

- A. This Agreement shall be limited to the purpose of constructing the Septic Project.
- B. The County Manager and the Superintendent of Schools are authorized to administer this Agreement on behalf of the County and the Board of Education, respectively, as necessary.
- C. All contracts for the proposed Septic Project entered into pursuant to this Agreement shall be executed by and between the County, as Owner, the Board of Education, as intended third-party beneficiary, and the persons or entities providing goods or services therefore. Further, each Party agrees that it shall comply with the requirements of G.S. Chapter 64, Article 2 (the “E-Verify Requirements”). Each contract entered into for the purposes expressed in this Agreement will require the contractor to comply with the E-Verify Requirements, and further that such contractor shall require any subcontractors to likewise comply with the same.
- D. The County is authorized to and shall make payments for the proposed expansion, renovations, repairs, and improvements to the school building entered into pursuant to this Agreement. In addition to the provisions of Paragraph II of this Agreement, any change orders requested in excess of the budgeted amount encumbered for each project shall be considered for approval by the Board of County Commissioners, or otherwise considered for approval in the manner in which the County usually conducts business.
- E. All personal property placed or moved into the School Property subject hereto shall be at the risk of the Board of Education, and the County shall not be liable to

the Board for any damages to said personal property. In no case shall either party seek indemnification from the other with respect to any claim that arises from its own negligence.

- F. Personnel of the County and the Board are to execute the undertaking of this Agreement within funds made available by the County and the Board of Education for this purpose.
- G. In consideration of the grant of Supervisory Power by the County to the Board of Education pursuant to Paragraph II of this Agreement, the County and the Board of Education hereby agree as follows in connection with construction of the Septic Project by the Board of Education:
 - 1. The Parties to this Agreement shall comply with the provisions of law, including all applicable laws relating to the procurement of construction and equipment through competitive bidding. The County shall obtain all orders, permits or similar governmental approvals necessary for the expansion, renovation, and operation of the Septic Project. The Board of Education shall cause the expansion, renovation, and equipping of the Septic Project to proceed expeditiously in accordance with the plans and specifications therefor, all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over same.
 - 2. The Parties shall cause the Septic Project to be located entirely on real property owned by the County, including the School Property and the Cochran Property, such that (a) the Septic Project shall encroach upon nor overhang any easement nor right of way, and (b) Septic Project, when erected will be wholly within the building restriction lines, however established, and will not violate applicable use or other restrictions contained in prior conveyances or applicable protective covenants or restrictions.
 - 3. The County, its representatives and agents shall have the right to enter upon and inspect the School Property from time to time, during and after construction of the Septic Project, and the Board of Education agrees to cause any contractor or subcontractor to cooperate with the County and its representatives and agents during such inspections.
 - 4. The Board of Education shall use its best efforts to cause the construction and equipping of the Septic Project to be completed within any established Septic Project schedule. In the event that the amount of funds made available by the County, if any, are not sufficient to complete the Septic Project, the Parties agree to revise the plans and specifications for the Septic Project to the end that an alternative project having a cost not in excess of the funds available will be completed.

5. The County hereby recognizes that the Board of Education shall have the right to make any changes in the description of the Septic Project or of any component or components thereof subject to the prior written consent of the County and the QZAB Project Lender as allowed under the Installment Financing Agreement; provided, however, that any such change shall not alter the purpose of the Septic Project or its budgeted contract amounts.
 6. The Board of Education hereby agrees that it will, upon the request of the County Manager, provide to the County Manager or his designee timely notice of all conferences with representatives of the architects, contractors and vendors with respect to the expansion, renovation, and equipping of the Septic Project and that the County Manager or his designee shall have the right to attend all such conferences.
 7. The Parties agree that the total project budget cost for the Septic Project is not to exceed \$_____. In the event that, in the sole opinion of the County, additional amounts are not available or that financing for such amounts is not available, or not offered upon terms that are advantageous and/or desirable, then the Septic Project may be abandoned without legal consequence to the County. In the event that the Septic Project is abandoned, the County shall convey the School Property to the Board of Education, except to the extent that it still serves as collateral for funding the QZAB Project. Further, if the School Property is no longer needed as collateral for the QZAB Project funding, then upon completion of the Septic Project the County will convey both the School Property and the Cochran Property to the Board of Education.
- H. The Board of Education, for one dollar (\$1.00) and other good and valuable consideration in hand received does hereby accept the foregoing appointment of Supervisory Power over the construction and equipping of the Septic Project as described in this Agreement and does hereby accept the foregoing delegation of duties as described in this Agreement.
- I. The County makes no express or implied warranty or representation of any kind whatsoever with respect to the Cochran Property, the Septic Project or any component part thereof to the Board of Education or any other circumstance whatsoever with respect thereto, including, but not limited to, any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any purpose, the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or agreement pertaining thereto; any latent defect; the ability thereof to perform any function; that the funds available to the County will be sufficient (together with other available funds of the Board of Education) to pay the costs of the Septic Project; or any other characteristic of the Septic Project; it

being agreed that all risks relating to the Septic Project, the completion thereof or the transactions contemplated hereby are to be borne by the Board of Education, and the benefits of any and all implied warranties and representations of the County are hereby waived by the Board of Education.

- J. This Agreement shall terminate when the County has conveyed fee simple title to the School Property to the Board of Education.
- L. Notwithstanding anything to the contrary contained herein, the provisions of Paragraph III.I. shall survive the termination of this Agreement.
- M. The County and the Board of Education may, from time to time, execute and deliver such amendments to this Agreement and such further instruments as may be required or desired for carrying out the expressed intention of this Agreement.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

COUNTY OF MACON

By: _____
Gary Shields, Chairman

ATTEST:

Clerk to the Board

Pre-Audit Statement

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

Lori M. Carpenter, County Finance Officer

MACON COUNTY BOARD OF EDUCATION

By: _____
Jim Breedlove, Chairman

ATTEST:

Josh Lynch, Ex Officio Clerk to the Board

Pre-Audit Statement

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

Angie Cook, School Finance Officer

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: JUNE 11, 2024

- 12(A). Diane Cotton will be at the meeting to present the committee recommendations for the \$75,000 in funding available from the Community Funding Pool. The list of organizations and the amounts recommended for each will be available at the meeting on Tuesday.
- 12(B). Included in your packet is a redline version of the proposed changes to the Flood Plain Ordinance as requested at the May 9, 2024, regular meeting. Mr. Allen and Attorney Ridenour will be present to answer any questions.
- 12(C). Mr. Roland will be requesting the designation of a voting delegate for the upcoming National Association of Counties (NACo) conference and business meeting on Monday, July 15, 2024, or a proxy for Macon County's vote(s) to the state association or another registered member county.

**RESTATED AND AMENDED FLOOD DAMAGE PREVENTION ORDINANCE OF
MACON COUNTY**

ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

- SECTION A. STATUTORY AUTHORIZATION
- SECTION B. FINDINGS OF FACT
- SECTION C. STATEMENT OF PURPOSE
- SECTION D. OBJECTIVES

ARTICLE 2. DEFINITIONS

ARTICLE 3. GENERAL PROVISIONS.

- SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES
- SECTION B. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS
- SECTION C. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT
- SECTION D. COMPLIANCE
- SECTION E. ABROGATION AND GREATER RESTRICTIONS
- SECTION F. INTERPRETATION.
- SECTION G. WARNING AND DISCLAIMER OF LIABILITY
- SECTION H. PENALTIES FOR VIOLATION

ARTICLE 4. ADMINISTRATION

- SECTION A. DESIGNATION OF FLOODPLAIN ADMINISTRATOR
- SECTION B. APPLICATION, PERMIT & CERTIFICATION REQUIREMENTS
- SECTION C. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR
- SECTION D. CORRECTIVE PROCEDURES
- SECTION E. VARIANCE PROCEDURES

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION

- SECTION A. GENERAL STANDARDS
- SECTION B. SPECIFIC STANDARDS
- SECTION C. ~~RESERVED~~ **NO ADVERSE IMPACT DETERMINATION**
- SECTION D. STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS
- SECTION E. STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS
- SECTION F. FLOODWAYS AND NON-ENCROACHMENT AREAS

ARTICLE 6. LEGAL STATUS PROVISIONS

SECTION A. EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING FLOOD DAMAGE PREVENTION ORDINANCE

SECTION B. SEVERABILITY

SECTION C. EFFECTIVE DATE

SECTION D. ADOPTION CERTIFICATION

ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Article 6 of Chapter 153A; and Article 7, 9 and 11 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare.

Therefore, the Board of Commissioners of Macon County, North Carolina, does ordain as follows:

SECTION B. FINDINGS OF FACT

- (1) The flood prone areas within the jurisdiction of Macon County are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities and by the occupancy in flood prone areas of uses vulnerable to floods or other hazards.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote public health, safety and general welfare and to minimize public and private losses due to flood conditions within flood prone areas by provisions designed to:

- (1) Restrict or prohibit uses that are dangerous to health, safety and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural flood plains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

- (4) Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and
- (5) Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

SECTION D. OBJECTIVES

The objectives of this ordinance are to:

- (1) Protect human life, safety, and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business losses and interruptions;
- (5) Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets and bridges) that are located in flood prone areas;
- (6) Minimize damage to private and public property due to flooding;
- (7) Make flood insurance available to the community through the National Flood Insurance Program;
- (8) Maintain the natural and beneficial functions of floodplains;
- (9) Help maintain a stable tax base by providing for the sound use and development of flood prone areas; and
- (10) Ensure that potential buyers are aware that property is in a Special Flood Hazard Area.

ARTICLE 2. DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

“Accessory Structure (Appurtenant Structure)” means a structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

“Addition (to an existing building)” means an extension or increase in the floor area or height of a building or structure.

“Alteration of a watercourse” means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

“Appeal” means a request to the ~~–~~Macon County Planning Board for a review of the Floodplain Administrator’s interpretation of any provision of this ordinance.

“Area of Special Flood Hazard” see “Special Flood Hazard Area (SFHA)”.

“Base Flood” means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

“Base Flood Elevation (BFE)” means a determination of the water surface elevations of the base flood as published in the Flood Insurance Study. When the BFE has not been provided in a “Special Flood Hazard Area”, it may be obtained from engineering studies available from a Federal, State or other source using FEMA approved engineering methodologies. This elevation, when combined with the “Freeboard”, establishes the “Regulatory Flood Protection Elevation”.

“Basement” means any area of the building having its floor subgrade (below ground level) on all sides.

“Building” see “Structure”.

“Chemical Storage Facility” means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

“Design Flood” See “Regulatory Flood Protection Elevation.”

“Development” means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

“Development Activity” means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

“Digital Flood Insurance Rate Map (DFIRM)” means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

“Disposal” means, as defined in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

“Elevated Building” means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

“Encroachment” means the advance or infringement of uses, fill, excavation, buildings, structures or development into a special flood hazard area, which may impede or alter the flow capacity of a floodplain.

“Existing building and existing structure” means any building and/or structure for which the “start of construction” commenced before August 7, 2000, the initial effective date of the floodplain management regulations adopted by Macon County.

“Existing Manufactured Home Park or Manufactured Home Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before August 7, 2000, the initial effective date of the floodplain management regulations adopted by the County .

“Existing Recreational Vehicle Park or Subdivision” means a recreational vehicle park or subdivision for which the construction of facilities for servicing the RV parking sites (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before August 7, 2000, the initial effective date of the floodplain management regulations adopted by the County..

“Fill” means any material placed in or on top of the ground to replace, augment, or to build up the in situ, earth, rock, or other natural material which results in an increase of the final grade elevation above the original grade elevation existing prior to any development activity. Material placed in or on top of the ground which is incidental to a development activity will not be considered as fill. Incidental materials are defined as those located on the same parcel within the SFHA and are necessary for driveways, parking areas, drainage culverts, and walls designed under NFIP guidelines, and other similar improvements necessary for access to and occupation of developments within the SFHA.

“Flood” or “Flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; and/or
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

“Flood Boundary and Floodway Map (FBFM)” means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the Special Flood Hazard Areas have been defined as Zone A.

“Flood Fringe” [the area of the Special Flood Hazard \(floodplain\) outside the floodway/non-encroachment area that is subject to inundation during the occurrence of the Base Flood.](#)

“Flood Insurance” means the insurance coverage provided under the National Flood Insurance Program.

“Flood Insurance Rate Map (FIRM)” means an official map of a community, issued by the Federal Emergency Management Agency, on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated (see also DFIRM).

“Flood Insurance Study (FIS)” means an examination, evaluation and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the Federal Emergency Management Agency. The Flood Insurance Study report includes Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), if published.

“Flood Prone Area” see “Floodplain”

“Flood Zone” means a geographical area shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

“Floodplain” means any land area susceptible to being inundated by water from any source.

“Floodplain Administrator” is the individual appointed to administer and enforce the floodplain management regulations.

“Floodplain Development Permit” means any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

“Floodplain Management” means the operation of an overall program of corrective and preventative measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

“Floodplain Management Regulations” means this ordinance, and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power. The term describes Federal, State or local regulations, in any combination thereof, which provides standards for preventing and reducing flood loss and damage.

“Floodproofing” means any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

“Flood-resistant material” means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbars are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

“Floodway” means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved, as shown on the Flood Insurance Rate

Map in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as shown on the Flood Insurance Rate Map.

“Floodway encroachment analysis” means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and hydraulic models meeting the minimum requirements of the National Flood Insurance Program.

“Freeboard” means the height added to the Base Flood Elevation (BFE) to account for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, precipitation exceeding the base flood, and the hydrological effect of urbanization of the watershed. The Base Flood Elevation plus the freeboard establishes the “Regulatory Flood Protection Elevation”.

“Functionally Dependent Facility” means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, limited to a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long term storage, manufacture, sales or service facilities.

“Hazardous Waste Management Facility” means, as defined in NCGS 130A, Article 9, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

“Highest Adjacent Grade (HAG)” means the highest natural elevation of the ground surface, prior to construction, immediately next to the proposed walls of the structure.

“High Impact Land Use” means the use of property considered by the Ordinance Regulating High-Impact Land Uses in Macon County as High-Impact uses including the following:

- (1) Airfields/Airstrips
- (2) Asphalt plants
- (3) Bulk Inflammables, Chemicals and Explosives Manufacturers or Storage Facilities
- (4) Chipmills (wood grinding operations)
- (5) Commercial Incinerators
- (6) Concrete Suppliers
- (7) Helicopter Sightseeing Operations
- (8) Mining and Extraction Operations and Quarries
- (9) Motor Sports Activities
- (10) Sawmills
- (11) Slaughtering and Processing Plants
- (12) Solid Waste Management Facilities

“Historic Structure” means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the US Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;

- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a local inventory of historic landmarks in communities with a “Certified Local Government (CLG) Program”; or
- (d) Certified as contributing to the historical significance of a historic district designated by a community with a “Certified Level Government (CLG) Program”.

Certified Local Government (CLG) Programs are approved by the US Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the State Historic Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

“Letter of Map Change (LOMC)” means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (a) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective national flood insurance program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (b) Letter of Map Revisions (LOMR): A revisions based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community’s floodplain management regulations.
- (d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

“Light Duty Truck” means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

- (a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (c) Available with special features enabling off-street or off-highway operation and use.

“Lowest Adjacent Grade (“LAG)” means the lowest elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

“Lowest Floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for the parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building’s lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

“Manufactured Home” means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.

“Manufactured Home Park or Subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for sale or rent.

“Map Repository” means the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products have the same authority as hard copy products. Therefore, the NCEM’s Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data the NC FRIS website (<http://FRIS.NC.GOV/FRIS>) is the map repository, and for historical flood hazard data the FloodNC website (<http://FLOODNC.GOV/NCFLOOD>) is the map repository.

“Materials” means the elements, constituents, or substances of which something is composed or can be made.

“Market Value” means the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (Actual Cash Value); or adjusted tax assessed values.

“Mean Sea Level” means, for purposes of this ordinance, the National Geodetic Vertical Datum (NGVD) as corrected in 1929, the North American Vertical Datum (NAVD) as corrected in 1988, or other vertical control datum used as a reference for establishing varying elevations within the floodplain, to which Base Flood Elevations (BFEs) shown on a FIRM are referenced. Refer to each FIRM panel to determine datum used.

“New Construction” means structures for which the “start of construction” commenced on or after August 7, 2000, the initial effective date of the initial floodplain management regulations adopted by the County and includes any subsequent improvements to such structures.

“Non-Encroachment Area (NEA)” means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the Flood Insurance Study report.

“No Adverse Impact Floodplain Management” means providing appropriate regulatory oversight that the action of one property owner does not adversely affect the flood risks for other properties or communities as measured by increased flood stages, increased flood velocity, increased flows, or the increased potential for erosion and sedimentation.

“Post-FIRM” means construction or other development for which the “start of construction” occurred on or after the effective date of the initial Flood Insurance Rate Map (i.e August 7, 2000).

“Pre-FIRM” means construction or other development for which the “start of construction” occurred before the effective date of the initial Flood Insurance Rate Map (i.e. August 7, 2000).

“Principally Above Ground” means that at least 51% of the actual cash value of the structure is above ground.

“Public Safety” and/or “Nuisance” means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

“Recreational Vehicle (RV)” means a vehicle, which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck;
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use, and
- (e) Is fully licensed and ready for highway use.

“Recreation Vehicle Park or Subdivision” means a tract or parcel (or contiguous parcels) of land divided into two or more lots or RV parking sites for rent or sale for occupancy by recreational vehicles used as a temporary living quarters or for storage of a recreational vehicle.

“Reference Level” is the bottom of the lowest horizontal structural member of the lowest floor for structures within all the Special Flood Hazard Areas.

“Regulatory Flood Protection Elevation” means the “Base Flood Elevation” plus the “Freeboard”. In “Special Flood Hazard Areas”, this elevation shall be the BFE plus two (2) feet of freeboard.

“Remedy a Violation” means to bring the structure or other development into compliance with State and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

“Riverine” means relating to, formed by, or resembling a river (including tributaries) stream, brook, etc.

“Salvage Yard” shall mean any non-residential property used for the storage, collection and/or recycling of any type of equipment, including but not limited to vehicles, appliances, and related machinery.

“Solid Waste Disposal Facility” means any facility involved in the disposal of solid waste, as defined in NCGS 130A-290(a)(35).

“Solid Waste Disposal Site” means, as defined in NCGS 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

“Special Flood Hazard Area (SFHA)” means the land in the floodplain subject to a one percent (1%) or greater chance of being flooded in any given year, as determined in Article 3, Section B of this ordinance.

“Start of Construction” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start date means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

“Storage” means non-transitory, semi-permanent or long-term, containment, holding, leaving, or placement of objects, usually with the intention of retrieving them at a later time.

“Structure” means a walled and roofed building, a manufactured home, or a gas, liquid or liquefied gas storage tank that is principally above ground.

“Substantial Damage” means damage of any origin sustained by a structure during any one year period whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. See definition of “substantial improvement”. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

“Substantial Improvement” means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one-year period for which the cost equals or exceeds 50% of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- (a) Any correction of existing violations of State or community health, sanitary or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or

(b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

“Technical Bulletin and Technical Fact Sheet” means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

“Temperature Controlled” means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

“Variance” means a grant of relief from the requirements of this ordinance..

“Vehicle and Mobile Equipment Storage Facilities” means any commercial land use, excluding agriculture and silviculture, that includes the temporary or long term parking or storage of three (3) or more un-anchored vehicles, boats, trailers, campers, model homes, or any other item capable of becoming buoyant under Base Flood conditions.

“Violation” means the failure of a structure or other development to be fully compliant with the ordinance . A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Articles 4 and 5 is presumed to be in violation until such time as that documentation is provided.

“Water Surface Elevation (WSE)” means the height, in relation to mean sea level, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, channel, or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

ARTICLE 3. GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all Special Flood Hazard Areas within Macon County excluding the extra-territorial jurisdictions (ETJs) and areas within the corporate limits of the Town of Franklin and the Town of Highlands.

SECTION B. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its Flood Insurance Study (FIS) and its accompanying Flood Insurance Rate Maps (FIRM), and associated DFIRM panels, including any digital

data developed as part of the FIS for Macon County dated May 4, 2009, which are adopted by reference and declared to be a part of this ordinance, and all revisions thereto.

SECTION C. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities within Special Flood Hazard Areas determined in accordance with the provisions of Article 3, Section B of this ordinance.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- (a) Considered as minimum requirements;
- (b) Liberally construed in favor of the governing body; and
- (c) Deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Macon County or by any office or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

SECTION H. PENALTIES FOR VIOLATION

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a Class 1 misdemeanor pursuant to NCGS 143-215.58. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$5,000.00 or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Macon County

from taking such other lawful action including civil and equitable enforcement, as is necessary to prevent or remedy any violation.

ARTICLE 4. ADMINISTRATION

SECTION A. DESIGNATION OF FLOODPLAIN ADMINSTRATOR

The Director of Planning, Permitting and Development, or his or her designee, hereinafter referred to as the “Floodplain Administrator”, is hereby appointed to administer and implement the provisions of this ordinance. In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and community’s overall compliance with the National Flood Insurance Program and the provisions of this ordinance.

SECTION B. FLOODPLAIN DEVELOPMENT APPLICATION, PERMIT AND CERTIFICATION REQUIREMENTS

- (1) **Application Requirements.** Application for a Floodplain Development Permit shall be made to the Floodplain Administrator prior to any development activities located within Special Flood Hazard Areas. No Land Disturbance Permit, Improvement Permit for the installation of a subsurface wastewater disposal system or Building Permit shall be issued for the improvement or development of any lot or parcel of land subject to the application of this ordinance unless proposed development or improvement has been permitted with a current Floodplain Development Permit. The following items shall be presented to the Floodplain Administrator to apply for a floodplain development permit:
 - (a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
 - (i) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;
 - (ii) The boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Article 3, Section B, or a statement that the entire lot is within the Special Flood Hazard Area;
 - (iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 3, Section B;
 - (iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in Article 3, Section B;
 - (v) The Base Flood Elevation (BFE) where provided as set forth in Article 3, Section B; Article 4, Section C; or Article 5, Section D;
 - (vi) The old and new location of any watercourse that will be altered or relocated as a result of the proposed development; and
 - (vii) The certification of the plot plan by a registered land surveyor or professional engineer.

- (b) Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:
- (i) Elevation in relation to ~~mean sea level~~ NAVD 1988 of the proposed reference level (including basement) of all structures;
 - (ii) Elevation in relation to ~~mean sea level~~ NAVD 1988 to which any non-residential structure in Zone AE or A will be floodproofed; and
 - (iii) Elevation in relation to ~~mean sea level~~ NAVD 1988 to which any proposed utility systems will be elevated or floodproofed.
- (c) If floodproofing, a Floodproofing Certificate (FEMA Form ~~086-0-34~~ FF-206-DY22-153) with supporting data, an operational plan that includes, but is not limited to, installation, exercise, and maintenance of floodproofing measures, and an inspection and maintenance plan that includes, not is not limited to, installation, exercise and maintenance of floodproofing measures.
- (d) A Foundation Plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include, but are not limited to:
- (i) The proposed method of elevation, if applicable (i.e. solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and
 - (ii) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Article 5, Section B(4)(d) when solid foundation perimeter walls are used in Zone A or AE.
- (e) Usage details of any enclosed areas below the lowest floor.
- (f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical and water systems to be located and constructed to minimize flood damage.
- (g) Certification that all other Local, State and Federal permits required prior to floodplain development permit issuance have been received.
- (h) Documentation for placement of Recreational Vehicles and/or Temporary Structures, when applicable, to ensure that the provisions of Article 5, Section B, subsections (6) and (8) of this ordinance are met.
- (i) A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.
- (j) Emergency Evacuation Plan for RV Park.
- (1) **Permit Requirements.** The Floodplain Development Permit shall include, but not be limited to:

- (a) A description of the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc).
- (b) The Special Flood Hazard Area determination for the proposed development in accordance with available data specified in Article 3, Subsection B.
- (c) The Regulatory Flood Protection Elevation required for the reference level and all attendant utilities.
- (d) The Regulatory Flood Protection Elevation required for the protection of all public utilities.
- (e) All certification submittal requirements with timelines.
- (f) A statement that no fill material or other development shall encroach into ~~the Special Flood Hazard area~~, the floodway or non-encroachment area of any watercourse unless the requirements of Article 5, Section F have been met.
- (g) The flood openings requirements.
- (h) Limitations of below BFE enclosure uses (*i.e. parking, building access and limited storage only*).
- (i) A statement, that all materials below BFE/RFPE must be flood resistant materials.
- (j) Approved Emergency Evacuation Plan for RV Park.

(2) **Certification Requirements.**

- (a) Elevation Certificates
 - i. An Elevation Certificate (FEMA Form ~~086-0-33FF-206-FY-22-152~~) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to ~~mean sea level~~ NAVD 1988. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such a review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.
 - ii. An Elevation Certificate (FEMA Form ~~086-0-33FF-206-FY-22-152~~) is required after the reference level is established. Within seven (7) calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to mean seal level. Any work done within the seven (7) day calendar period and prior to the submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such a review shall be corrected by the permit holder immediately and

prior to further work being permitted to proceed. Failure to submit the certification or failure to make the required corrections shall be cause to issue a stop-work order for the project.

- iii. A final Finished Construction Elevation Certificate (FEMA Form ~~086-0-33~~FF-206-FY-22-152) is required after construction is completed and prior to the Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such a review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. IN addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" x 3". Digital photographs are acceptable.

(b) Certification of no adverse impact

- (i) If an applicant seeks approval for fill material in the flood fringe in excess of the 25% amount permitted under Article 5 Section A (17)(a), the applicant must also submit a Certification of No Adverse Impact (in accordance with the provisions of Article 5, Section C) signed by a civil engineer licensed in the State of North Carolina before such additional fill material shall be considered for approval by the Floodplain Administrator.

~~(b)~~(c) Floodproofing Certificate

- (i) If non-residential floodproofing is used to meet the Regulatory Flood Protection Elevation requirements, a Floodproofing Certificate (FEMA ~~Form 86-0-34~~FF-206-FY-22-153) with supporting data, an operational plan and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to ~~mean sea level~~NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such a review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required

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corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

- (ii) A final Finished Construction Floodproofing Certificate (FEMA Form ~~086-0-34FF-206-FY-22-153~~) with supporting data, an operation plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to ~~mean-sea-level-NAVD-1988~~ NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such a review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

~~(e)~~(d) If a manufactured home is placed within Zone A or AE, and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of Article 5, Section B(3)(b).

~~(d)~~(e) If a watercourse is to be altered or relocated, a description of the extent of the watercourse alteration or relocation; a professional engineer's certified report on the effect of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.

~~(e)~~(f) Certification Exemptions. The following structures, if located in Zone A or AE, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) of this subsection:

- i. Recreational Vehicles meeting requirements of Article 5, Section B(6)(a);
- ii. Temporary Structures meeting requirements of Article 5, Section B(8); and
- iii. Accessory Structures less than 150 square feet meeting requirements of Article 5, Section B(9).

(4) Determinations for existing buildings and structures.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs or substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (b) Compare the cost to perform the improvement, the cost of repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

SECTION C. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator shall perform, but not be limited to, the following duties:

- (1) Review all floodplain development applications and issue permits for all proposed development within Special Flood Hazard Areas to assure that the requirements of this ordinance have been satisfied.
- (2) Review all proposed development within Special Flood Hazard Areas to assure that all necessary local, state and federal permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (3) Notify adjacent communities and the North Carolina Department of Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
- (5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of Article 5, Section F are met.
- (6) Obtain actual elevation (in relation to ~~mean sea level~~NAVD 1988) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of Article 4, Section B(3).
- (7) Obtain actual elevation (in relation to ~~mean sea level~~NAVD 1988) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of Article 4, Section B(3).

- (8) Obtain actual elevation (in relation to ~~mean sea level~~NAVD 1988) of all public utilities in accordance with the provisions of Article 4, Section B(3).
- (9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of Article 4, Section B(3), and Article 5, Section B(2).
- (10) Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation provided in this ordinance, Article 4, Section D(4)..
- (11) When Base Flood Elevation (BFE) data has not been provided in accordance with Article 3, Section B, obtain, review and reasonably utilize any Base Flood Elevation (BFE) data, along with floodway data or non-encroachment area data available from a Federal, State, or other source, including data developed pursuant to Article 5, Section D(2), in order to administer the provisions of this ordinance.
- (12) When Base Flood Elevation (BFE) data is provided but no floodway or non-encroachment area data has been provided in accordance with Article 3, Section B, obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a Federal, State, or other source in order to administer the provisions of this ordinance.
- (13) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.
- (14) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Floodplain Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the County at any reasonable hour for the purposes of inspection or other enforcement action, in accordance with G.S. 160D-403(e).
- (15) Issue stop-work orders as required and in accordance with G.S. 160D-404(b). Whenever a building or part thereof is being constructed, reconstructed, altered or repaired in violation of this ordinance, the Floodplain Administrator may order the work to be immediately stopped. The Stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
- (16) Revoke floodplain development permits as required. The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reasons of the revocation. Permits shall be revoked for any substantial departure

from the approved application, plans and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked. Revocation of a floodplain development permit shall be in accordance with G.S. 160D-403(f).

- (17) Make periodic inspections throughout the Special Flood Hazard Areas within the jurisdiction of the County. The Floodplain Administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action, and in accordance with G.S. 160D-403(e).
- (18) Follow through with the corrective procedures of Article 4, Section D.
- (19) Review, provide input, and make recommendations regarding requests for variance requests.
- (20) Maintain a current map repository to include, but not limited to, historical and effective FIS Report, historical and effective FIRM, and other official floods maps and studies adopted in accordance with the provisions of Article 3, Section B of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify State and FEMA of mapping needs.
- (21) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).

SECTION D. CORRECTIVE PROCEDURES

- (1) Violations to be corrected: when the Floodplain Administrator finds violations of applicable state and local laws, it shall be his or her duty to notify the ~~the~~ permit holder and to the landowner of the property involved, if the landowner is not the permit holder, of the violation in accordance with G.S. 160D-404. The permit holder or landowner shall immediately remedy each of the violations of law cited in notification.
- (2) Actions in Event of Failure to Take Corrective Actions: If the permit holder or landowner fails to take prompt corrective action, the Floodplain Administrator shall give the permit holder and landowner, if the landowner is not the permit holder, written notice, by personal delivery, electronic delivery, or first-class mail, stating:
 - (a) That the building or property is in violation of the floodplain management regulations;
 - (b) That a hearing will be held before the Floodplain Administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the permit holder and/or landowner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and
 - (c) That following the hearing, the Floodplain Administrator may issue a written order to alter, vacate, or demolish the building; or to remove fill as applicable.
- (3) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he or she shall issue an order in writing to the permit holder and

landowner, if the landowner is not the permit holder, requiring the owner to remedy the violations within a specified time period, not less than sixty (60) calendar days, nor more than 180 calendar days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.

- (4) Appeal: Any owner who has received an order to take corrective action may appeal the order to the Macon County Planning Board by giving notice of appeal in writing to the Floodplain Administrator and the clerk within thirty(30) days following issuance of the final order in accordance with G.S. 160D-405. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The Planning Board shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (5) Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a Class 1 misdemeanor pursuant to N.C.G.S. 143-215.58 and shall be punished at the discretion of the court.

SECTION E. VARIANCE PROCEDURES

- (1) The Macon County Planning Board, hereinafter referred to as the “appeal board” shall hear and decide requests for variances to the requirements of this ordinance.
- (2) Any person aggrieved by the decision of the Planning Board may appeal such decision to the superior court, as provided in G.S. 160D-406(k).
- (3) Variances may be issued for:
 - (a) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure’s continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;
 - (b) Functionally dependent facilities if determined to meet the definition as stated in Article 2 of this ordinance, provided provisions of Article 4, Section E(9)(b), (c) and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or
 - (c) Any other type of development, provided it meets the requirements in this Section.
- (4) In passing upon variances, the Planning board shall consider all technical evaluations, all relevant factors, all standards that specified in other sections of this ordinance, and:
 - (a) The danger that materials may be swept onto other lands to the injury of others;
 - (b) The danger to life and property due to flooding or erosion damage;

- (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (d) The importance of the services provided by the proposed facility in the community;
 - (e) The necessity to the facility of a waterfront location as defined under Article 2 of this ordinance as a functionally dependent facility, where applicable;
 - (f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (g) The compatibility of the proposed use with the existing and anticipated development;
 - (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (k) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and waters systems, and streets and bridges.
- (5) A written report addressing each of the above factors shall be submitted with the application for a variance.
- (6) Upon consideration of the factors listed above and the purposes of this ordinance, the Planning Board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this ordinance.
- (7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the Base Flood Elevation (BFE) and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE may result in increased premium rates for flood insurance up to \$25 per \$100 of insurance coverage. The decision shall be in accordance with G.S. 160D-406(j). Such notification shall be maintained with a record of all variance actions, including justification for their issuance.
- (8) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and the State of North Carolina upon request.
- (9) Conditions for Variances:
- (a) Variances shall not be issued when the variance will make the structure in violation of other federal, state or local laws, regulations or ordinances.

- (b) Variances shall not be allowed within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge.
 - (c) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (d) Variances shall only be issued prior to development permit approval.
 - (e) Variances shall only be issued upon:
 - i. A showing of good and sufficient cause;
 - ii. A determination that failure to grant the variance would result in unusual hardship to the owner of the property that was not caused, in whole or in major part, by the property owner; and
 - iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (10) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas provided that all of the following conditions are met:
- (a) The use serves a critical need in the community.
 - (b) No feasible location exists for the use outside the Special Flood Hazard Area.
 - (c) The reference level of any structure is elevated or floodproofed to at least the Regulatory Flood Protection Elevation.
 - (d) The use complies with all other applicable federal, state and local laws.
 - (e) The County has notified the Secretary of the North Carolina Department of Public Safety of its intention to grant a variance as least thirty (30) calendar days prior to granting the variance.

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all Special Flood Hazard Areas, the following provisions are required:

- (1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.
 - (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage in accordance with the FEMA Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*.
 - (3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
 - (4) All new electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall be located at or above the RFPE or designed and installed to prevent water from entering or accumulating within the components during the occurrence of the base flood. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, hot water heaters, and electric outlets/switches.
- (a) Replacements part of substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions.
- (b) Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements only comply with the standards for new construction consistent with the code and requirements for the original structure.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
 - (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate the infiltration of floodwaters into the systems and discharges from the systems into flood waters.
 - (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
 - (8) Nothing in this ordinance shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance (i.e. prior to August 7, 2000) and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the Regulatory Flood Protection Elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the requirements of this ordinance.
- (9) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in

Article 4, Section E(10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plan or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is elevated or floodproofed to at least the Regulatory Flood Protection Elevation and certified in accordance with the provisions of Article 4, Section B(3).

- (10) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.
- (11) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- (12) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (13) All subdivision proposals and other development proposals shall have received all necessary permits from those government agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (14) When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.
- (15) When a structure is located in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest base flood elevations shall apply.
- (16) Buildings and structures that are located in more than one flood hazard area shall comply with the provisions associated with the most restrictive flood hazard area.

~~(17) The placement of fill material of any nature and for any purpose shall be prohibited except in accordance with and pursuant to a plan approved by the Natural Resources Conservation Service or the Soil Conservation Service of the United States Department of Agriculture for the purposes of conservation, stream bank restoration, or watershed protection; or in furtherance of, and to implement the installation of, measures designed by a licensed engineer and permitted with a Macon County Land Disturbance Permit to comply with the Macon County Soil Erosion and Sedimentation Control Ordinance or the Sedimentation Pollution Control Act of 1973 of the State of North Carolina. Fill in the flood fringe is permitted in the following ways:~~

- ~~a. at no more than 25 percent of the total of the flood fringe area contained in each such parcel.~~
- ~~b. In excess of 25 percent of the total of the flood fringe area contained in each such parcel when done in accordance to Article 5 Section C~~

~~(17)~~

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- (18) No new high impact land uses as defined in the *Ordinance Regulating High Impact Land Uses in Macon County* shall be permitted in the SFHA. “Substantial Improvement” of existing high impact land uses shall be prohibited in the SFHA.
- (19) Vehicle and Mobile Equipment Storage Facilities located in the SFHA shall be subject to the same requirements for RV’s and RV Parks set forth in Article 5, Section B(6) and (7), unless the subject items are elevated to or above the Regulatory Flood Protection Elevation or securely anchored in place at all times while on the site. For the purposes of this section, wherever the term RV is used it shall also include and may be substituted with vehicles and mobile equipment as applicable.
- (20) All fuel oil storage tanks, including propane gas tanks, must be either elevated above BFE or securely anchored to prevent flotation in accordance with the National Fire Protection Code 58, Section 3-2.2.7 and Article 5, Section B (10).

SECTION B. SPECIFIC STANDARDS

In all Special Flood Hazard Areas where Base Flood Elevation (BFE) data has been provided, as set forth in Article 3, Section B, or Article 5, Section D, the following provisions, in addition to the provisions of Article 5, Section A, are required:

- (1) Residential Construction. New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection elevation, as defined in Article 2 of this ordinance.
- (2) Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection elevation, as defined in Article 2 of this ordinance. Structures located in A or AE Zones may be floodproofed to the Regulatory Flood Protection Elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in Article 4, Section B(3), along with the operational plan and inspection and maintenance plan.
- (3) Manufactured Homes.
 - (a) New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance.
 - (b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for

Manufactured Homes adopted by the Commissioner of Insurance pursuant to G.S. 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis thirty-six inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.

- (c) All enclosures or skirting below the lowest floor shall meet the requirements of Article 5, Section B(4).
 - (d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved, or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the Macon County Floodplain Administrator and the Macon County Emergency Management Department.
 - (e) The owner of an existing manufactured home park or subdivision for which any part of the property is located in the Special Flood Hazard Area shall prepare an Emergency Evacuation Plan and file it with the Macon County Floodplain Administrator no later than twelve (12) months after the effective date of this ordinance, (i.e. August 7, 2000). After receiving approval of the Emergency Evacuation Plan, the owner or manager/operator of the facility will have seven (7) years to bring the existing manufactured home park or subdivision into compliance with all the requirements of the ordinance. Failure to file an Emergency Evacuation Plan for approval shall be a Violation and subject to the penalties defined in Article 3, Section H.
- (4) Elevated Buildings. Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:
- (a) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The inner portion of such enclosed areas shall not be finished or partitioned into separate rooms, except to enclose storage areas;
 - (b) Shall not be temperature-controlled or conditioned;
 - (c) Shall be constructed entirely of flood resistant materials at least to the Regulatory Flood Protection Elevation; and
 - (d) Shall include flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:
 - i. A minimum of two flood openings on different sides of each enclosed area subject to flooding;

- ii. The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;
 - iii. If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;
 - iv. The bottom of all required flood openings shall be no higher than one (1) foot above the higher of the interior or exterior adjacent grade;
 - v. Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and
 - vi. Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.
- (e) Fill/Grading. Fill ~~is prohibited~~ in the SFHA shall be done in accordance with Article 5, Section A(17).

(5) Additions/Improvements

- (a) Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 - i. Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.
 - ii. A substantial improvement, with modifications/rehabilitations/improvements to the existing structure or the common wall is structurally modified more than installing a doorway, both the existing structure and the addition must comply with the standards for new construction.
- (b) Additions to pre-FIRM or post-FIRM structures that are a substantial improvement with no modifications/rehabilitations/improvements to the existing structure other than a standard door in the common wall shall require only the addition to comply with the standards for new construction.
- (c) Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 - i. Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction.
 - ii. A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

(d) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during five (5) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the five (5) year period begins on the date of the first improvement or repair of that building or structure. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:

- (i) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.
- (ii) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(6) Recreational Vehicles. Recreational vehicles shall

Be on site for fewer than 180 consecutive days and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on wheels or a jacking system, and is attached to the site only by quick disconnect type utilities, and has no permanently attached additions) and be capable of exiting the Special Flood Hazard Area during a flood event.

(7) Recreational Vehicle Parks or Subdivisions

(a) Prior to the issuance of a floodplain development permit for a Recreational Vehicle Park:

- i. RV Park Developers, Owners, and Operators shall prepare and maintain current a comprehensive Emergency Evacuation Plan defining how, when and where all vehicles are to be removed to a safe location during an approaching storm, flood, or hazard events. The Emergency Evacuation Plan shall be submitted to the Macon County Emergency Management Department, the Floodplain Administrator and approved prior to the issuance of a floodplain development permit.
- ii. All RV Park Emergency Evacuation Plans must be updated annually and submitted to the Macon County Emergency Management Department and the Floodplain Administrator for approval.
- iii. The Emergency Evacuation Plan for each RV Park having property in the Special Flood Hazard Area shall be implemented and supported by a written set of park regulations. The park regulations shall be submitted for review and approval along with the Emergency Evacuation Plan prior to the issuance of a floodplain development permit.

- iv. Approval of the Emergency Evacuation Plan and the park regulations do not relieve the RV Park Owner or Land Owner of any responsibility or liability for providing the maximum practical extent of protection against downstream loss of life or property when RV's are resident on the site. Neither does approval of the Emergency Evacuation Plan and the park regulations create or transfer any liability to the County of Macon, any of its employees or agents.
- (b) The park regulations shall include at a minimum the following requirements:
- i. A set of keys to the RV and a current contact telephone number must be in the possession of the RV Park Owner or Operator at all times the RV is parked on a site in the Special Flood Hazard area.
 - ii. The owner of the RV must sign a Release of Liability available from the RV Park Owner giving the RV Park Owner or Operator the right to evacuate the owner's RV(s) to a safe location or to anchor/tether the RV(s) in case of a Flood Warning and the owner is away from the site. The release form shall notify the RV owner that under flooding conditions, the RV may be damaged or destroyed.
- (c) Known Hazards Disclosure. The RV Park Owner is responsible for posting a sign at the utility connection station on each RV parking site advising the RV owner that the site is located within a FEMA-designated Special Flood Hazard Area and is subject to damage or loss to property and life during a flood event. Further, the sign on each site shall advise the RV owner of the potential water depth at the site during a Base Flood event (Base Flood Elevation minus the local grade elevation where the RV is parked). If the RV Park Owner elects to state a single water depth to standardize the signs, the maximum water depth on the entire RV Park shall be listed.
- (d) Inspections.
- i. Macon County has the right to access all RV Parks and all RV parking sites at any time for the purpose of a compliance inspection in accordance with G.S. 160D-403(e). A compliance inspection will determine if the requirements of the Emergency Evacuation Plan and the park regulations are current and being enforced by the RV Park Owner or Operator.
 - ii. Non-conforming items or a finding of non-compliance shall result in a written Notice of Violation (NOV), in accordance with Article 4, Section D of the ordinance.
 - iii. Failure to correct an NOV in the prescribed time limit shall result in a fine not to exceed \$5,000 per day for every calendar day that the RV Park is found to be out of compliance with the approved plans and regulations.
 - iv. Nothing herein shall prevent the County from seeking other enforcement remedies as provided in Article 3, Section H.

- (e) Existing RV Parks and Subdivisions for which any part of the property is located in a Special Hazard Flood Area.

The Owner of an existing RV Park or Subdivision shall prepare an Emergency Evacuation Plan and file it with the Floodplain Administrator and Macon County Emergency Management Coordinator for review and approval no later than twelve months after the effective date of this ordinance (i.e. August 7, 2000). The Known Hazards Disclosure requirements of Article 5, Section B(7)(c) shall be met no later than twelve months after the effective date of this ordinance (i.e. August 7, 2000). After receiving approval of the Emergency Evacuation Plan, the owner (or manager/operator) of the facility shall have seven (7) years to bring the existing RV Park or Subdivision into compliance with all the requirements of the ordinance (i.e. August 7, 2000). Failure to file an Emergency Evacuation Plan for approval shall be a Violation and subject to the penalties defined in Article 3, Section H.

- (8) Temporary Non-Residential Structures and Stockpiling or Storage of Bulk Materials. Prior to the issuance of a floodplain development permit for a temporary structure or for stockpiling or storing bulk materials, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) or materials in the event of a hurricane, flash flood, or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:

- (a) A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year;
- (b) The name, address, and phone number of the individual responsible for the removal of a temporary structure or materials;
- (c) The time frame prior to the event at which a structure or materials will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);
- (d) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure or materials; and
- (e) Designation, accompanied by documentation, or a location outside the Special Flood Hazard Area, to which the temporary structure or material will be moved.

- (9) Accessory Structures. When accessory structures (sheds, detached garages, etc.) are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

- (a) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking, or restroom areas);
- (b) Accessory structures shall not be temperature controlled;
- (c) Accessory structures shall be designed to have low flood damage potential;

- (d) Accessory structures shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters;
- (e) Accessory structures shall be firmly anchored in accordance with the provisions of Article 5, Section A(1);
- (f) All service facilities such as electrical shall be installed in accordance with the provisions of Article 5, Section A(4); and
- (g) Flood openings to facilitate automatic equalization of the hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with the provisions of Article 5, Section B(4)(d).

An accessory structure with a footprint less than 150 square feet that satisfies the criteria outlined above is not required to meet the elevation or floodproofing standards of Article 5, Section B(2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with Article 4, Section B(3).

- (10) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:
 - (a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
 - (b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
 - (c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section B(2) of this ordinance shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
 - (d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
 - (i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(11) Other Development.

- (a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Article 5, Section F of this ordinance.
- (b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.
- (c) Roads and watercourse crossing in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.
- (d) Commercial storage facilities are not considered “limited storage” as noted in this ordinance, and shall be protected to the Regulatory Flood Protection Elevation as required for commercial structures.

SECTION C. RESERVEDNO ADVERSE IMPACT DETERMINATION

(1) No fill in excess of the amount permitted under Article 5 Section A(17)(a) shall be permitted, nor shall any floodplain development permit be issued until the floodplain administrator makes a determination that the project would not increase danger to life or property and would have no impact based upon the affirmative findings that:

- a. That granting of the floodplain development permit will not create a danger that fill maybe swept onto other properties upstream from, downstream from, or adjacent to the project area, or increase erosion and sedimentation; and**
- b. The granting of the floodplain permit will result in no rise in the base flood elevation; and**
- c. The granting of the floodplain development permit will not result in increased flood peaks, increased flood stages, or increased flood velocities during the base flood discharge; and**
- d. The granting of the floodplain development permit will not increase the susceptibility of any property to flooding during the base flood; and**
- e. The granting of the floodplain development permit will not increase the susceptibility of existing or proposed structures to flooding during the base flood; and**
- f. The granting of the floodplain development permit will not detrimentally impact the functionality or level of service of any street, bridge or culvert, or public utility during the base flood; and**
- g. The granting of the floodplain development permit will not reduce the effective base flood storage volume of the floodplain; and**

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h. The granting of the floodplain development permit will not otherwise increase the probability of flooding or property damage and thereby create a danger to life and property, or otherwise create conditions that are injurious to public health, safety, and welfare.

(2) The burden of proof shall lie with the applicant, who shall be required to present evidence to substantiate any affirmative finding. The administrator shall maintain records containing specific evidence to substantiate any affirmative findings.

(3) In order to evaluate development proposals in the context of the required findings, the following, minimum information is required for presentation to the administrator:

a. A narrative, written in non-technical language, which explains how no adverse impact is being accomplished with respect to the proposed project

b. No rise certification documentation by a professional engineer is required to show the proposed encroachment into the special flood hazard area will cause no rise in the water surface elevation of the 100-year base flood.

c. No adverse impact certification documentation by a professional engineer is required to show that the proposed encroachment into the special flood hazard area will create no adverse impact upon any property owner.

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SECTION D. STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Article 3, Section B, where no Base Flood Elevation (BFE) data has been provided by FEMA, the following provisions, in addition to the provisions of Article 5, Section A, shall apply:

- (1) No encroachments, including fill, new construction, substantial improvements, or new development shall be permitted within a distance of fifty (50) feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (2) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
 - (a) When Base Flood Elevation (BFE) data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Article 5, Sections A and B.

- (b) When floodway or non-encroachment area data is available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Article 5, Sections B and F.
- (c) All subdivision, manufactured home park and other development proposals shall provide Base Flood Elevation (BFE) data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such Base Flood Elevation data shall be adopted by reference in accordance with Article 3, Section B and utilized in implementing this ordinance.
- (d) When Base Flood Elevation (BFE) data is not available from a Federal, State or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Article 2. All other applicable provisions of Article 5, Section B shall also apply.

SECTION E. STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS

Along rivers and streams where BFE data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (1) Standards of Article 5, Sections A and B; and
- (2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point.

SECTION F. FLOODWAYS AND NON-ENCROACHMENT AREAS

Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas established in Article 3, Section B. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in Article 5, Sections A and B, shall apply to all development within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (a) It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood discharge, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Flood Plain Administrator prior to issuance of floodplain development permit; or

(b) A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained within six (6) months of completion of the proposed encroachment.

(2) If Article 5, Section F(1) above is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

(3) No manufactured homes nor RVs shall be permitted in floodways or non-encroachment areas.

ARTICLE 6. LEGAL STATUS PROVISIONS

SECTION A. EFFECT ON RIGHTS AND LIABILITES UNDER THE EXISTING FLOOD DAMAGE PREVENTION ORDINANCE

This ordinance in part comes forward by re-enactment of some of the provisions of the Flood Damage Prevention Ordinance enacted August 7, 2000, as amended, and it is not the intention to repeal, but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of Macon County enacted on August 7, 2000, as amended, which are not reenacted herein are repealed.

The date of the initial Flood Damage Prevention Ordinance for Macon County is August 7, 2000.

SECTION B. SEVERABILITY

If any section, clause, sentence, or phase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

SECTION C. EFFECTIVE DATE

This ordinance shall become effective upon adoption.

SECTION D. ADOPTION CERTIFICATION

I hereby certify that this is a true and correct copy of the amended and restated flood damage prevention ordinance as adopted by the Macon County Board of Commissioners of Macon County, North Carolina, on the ____ of _____, 202~~4~~.

WITNESS my hand and the official seal of Macon County,, NC, this, the _____ day of _____, 202~~4~~.

County Manager
Clerk to the Board of Commissioners

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CONSENT AGENDA

MEETING DATE: JUNE 11, 2024

- Item 13A. Draft minutes from the May 14, 2024, regular meeting, the May 21, 2024, continued meeting, the May 28, 2024, continued meeting, and the June 4, 2024 continued meeting are attached for the board's review and approval. (Tammy Keezer)
- Item 13B. Budget Amendments #322-327 are attached for your review and approval. (Lori Carpenter)
- Item 13C. Juvenile Crime Prevention Council County Plan and Certification FY 2024-2025. (Lori Carpenter)
- Item 13D. Ordinance Amending the Fiscal Year 2023-24 Budget. (Lori Carpenter)
- Item 13E. Grant Project Ordinance Amendment Housing Administration. (Lori Carpenter)
- Item 13F. Grant Project Ordinance Amendment Duck Energy Weatherization Direct Reimbursement
- Item 13G. Grant Project Ordinance Amendment Duck Energy 2017 HHF (Lori Carpenter)
- Item 13H. Grant Project Ordinance Dogwood Health Grant #2089 (Lori Carpenter)
- Item 13I. Grant Project Ordinance 2024 Urgent Repair URP24 (Lori Carpenter)

- Item 13J. Grant Project Ordinance WAP FY 2025 (Lori Carpenter)
- Item 13K. Capital Project Ordinance Amendment Macon Middle School Renovation (Lori Carpenter)
- Item 13L. Capital Project Ordinance Amendment Macon Middle School Locker Room (Lori Carpenter)
- Item 13M. Capital Project Ordinance Amendment Franklin High School (Lori Carpenter)
- Item 13N. Capital Project Ordinance Amendment Highlands School (Lori Carpenter)
- Item 13O. Capital Project Ordinance Amendment Nantahala Library-Community Building (Lori Carpenter)
- Item 13P. Tax releases for the month of May 2024 in the amount of \$583.13, per the attached memorandum from Tax Collections Supervisor Delena Raby.
- Item 13Q. A copy of the ad valorem tax collection report as of May 31, 2024. Report only. No action is necessary. (Delena Raby)



**MACON COUNTY BOARD OF COMMISSIONERS
MAY 14, 2024
REGULAR MEETING MINUTES**

Chairman Shields called the meeting to order at 6:03 p.m. All Board Members, County Manager Derek Roland, Deputy Clerk Tammy Keezer, Finance Director Lori Carpenter, and Attorney Kelly Ball sitting in for County Attorney Eric Ridenour were present, as were some county employees, media, and citizens.

ANNOUNCEMENTS:

- (A)** Mr. Roland announced that this meeting will be continued to May 21, 2024, at 6:00 p.m. for the presentation of the Fiscal Year 2024-25 recommended budget. There will also be some updates from the Construction Management (CM) at Risk for Franklin High School (FHS) and possibly an update from the financial advisers.
- (B)** Mr. Roland announced that a budget work session with the Macon County Board of Education will be held on May 28, 2024, at 6:00 p.m. in the Fine Arts Center at Franklin High School, located at 100 Panther Drive in Franklin.
- (C)** Mr. Roland announced that tonight's meeting is also serving as the Annual Opioid Meeting with Municipalities and the boards from both the Town of Franklin and the Town of Highlands were invited to attend.
- (D)** Mr. Jack Morgan provided an update on the well at Wesley's Playground. He said we paid for a drilling depth of 300 foot but the drillers had to go to 800 feet. Mr. Morgan indicated that Crane Brothers Well Drilling completed the drilling at no cost and said they did it at no additional cost for the children of Macon County.

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

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

PUBLIC HEARING(S): None

PUBLIC COMMENT PERIOD:

1. **Elke Kennedy** thanked those who participated in the recent Youth Mental Health Rally. She shared that her granddaughter Gracie was the keynote speaker at a recent state event and indicated that she and Gracie would like to be a part of prevention efforts in Macon County. **Jason Love** representing Mainspring Conservation Trust shared the mission of Mainspring Conservation Trust and spoke in opposition of changes to the

flood plain ordinance. **Kelly Penland** introduced herself as a Real Estate Agent who chose to come on behalf of her clients. Ms. Penland spoke in opposition to changes to the floodplain ordinance. **Lewis Penland** advocated for continuance of the Planning Board and the formation of a sub-committee to review the flood plain ordinance. He shared his support of the importance of the Planning Board and urged the Board to partner with the Planning Board for a more resilient and sustainable future. **Bill McLarney** shared twelve reasons why he believes the floodplain ordinance should not be modified. He said the current ordinance is a result of a lot of hard work over many years and should be retained. **Angela Faye Martin** spoke in opposition of changes to the floodplain ordinance. She said changes impact wildlife and her eco-tour business that focuses on tours to look at birds that live in this watershed. **Susan Ervin** referred to a letter she recently sent to board members. She said she was on the Planning Board when the floodplain ordinance was written and spoke in opposition to changes to the ordinance. **Sarah Johnson** spoke in opposition of changes to the flood plain ordinance and requested Commissioner Young excuse himself from any decision-making in this decision. **David Culpepper** spoke in favor of changing the floodplain ordinance. He said the ordinance is not working as well as it could and that the ordinance is trapping people into getting fines. Mr. Culpepper recommended just adopting the state ordinance and said he is not pro-fill but is in favor of people being able to use their properties and the current flood plain ordinance does not allow for some people to even have access to their property.

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

- To add Budget Amendment #271, under Item 12B under Consent Agenda, per Ms. Carpenter

REPORTS/PRESENTATIONS:

(A) PRESENTATION OF QUARTERLY FIRST RESPONDER AWARDS – Chaplains Bonnie Peggs and Danny Antoine presented a plaque and a \$60.00 gift certificate to Haywood Smokehouse to the first responders for the quarter. Recipients were Alicia Pollock and Taryn Wood with 911 Dispatch, Jonathan Phillips and Nick Lofthouse with Macon County Sheriff's Office, Matthew Reynolds and Dana Stewart with EMS.

(B) TEEN TECH PROGRAM PARTNERSHIP - Senior Services Administrative Officer Jennifer Hollifield and representatives of the Franklin High School (FHS) Future Business Leaders of America (FBLA) club presented information about the Teen Tech Program partnership where FBLA students provide one-on-one assistance and training on the use of cell phones, iPads, laptops, and other electronic devices at the Senior Center twice a month after school. Ms. Hollifield shared that FHS FBLA recently won the FBLA state competition for this program and will be presenting the program at the FBLA National competition later this year. FBLA Advisor Michelle Brooks and each of the FBLA students spoke about their experience in teaching and working with the older adults at the Senior Center. Senior Center employee Kim Crawford shared her appreciation for the students and the assistance they have provided and said that the older adults have thoroughly enjoyed their experience in working with the students and learning how to better use technology.

(C) ANNUAL OPIOID MEETING – Southwestern Commission Executive Director Russ Harris provided a PowerPoint presentation about the strategic planning efforts in process in the region for use of the opioid funding. He shared the outcomes of a survey, focus groups, and interviews that have been conducted, strategic planning and priority setting sessions, options A and B for use of the funding, reporting requirements, and next steps. A copy of Mr. Harris’ PowerPoint presentation is available in the office of the Clerk to the Board. Ms. Carpenter gave a report of funds received in the amount of \$1,214,904, interest earned in the amount of \$35,560, with a balance of \$1,250,464 currently held in a special revenue fund dedicated for this purpose. Mr. Roland said most of the counties in the state have opted for Option A, but recommended we start having conversations in July about the options and how to proceed. Ms. Elke Kennedy representing Just Us Kids said that option B has interventions specific to youth prevention and she feels the target group should be elementary-aged kids. Sheila Jenkins with No Wrong Door provided a handout about a grant from Dogwood Health Trust and indicated this was a two-year grant for up to \$300,000 per year. She said the grant money can be used to contract with someone to come in and manage the reporting pieces associated with substance use in real-time. Ms. Jenkins said this would help Macon County get additional grants because the data we have access to is not accurate. Town of Franklin Manager Amie Owens said the Town of Franklin understands the problem and as stakeholders they are there to support us. Town Councilman David Culpepper said he feels it makes more sense to invest money in youth to prevent issues rather than as adults in the after-effects.

(D) HIGHLANDS-CASHIERS HEALTHCARE RESIDENTIAL VILLAGE

WORKFORCE HOUSING INITIATIVE – Vice President of Development Breck Kean with Rea Ventures provided a PowerPoint presentation and spoke about efforts that are underway in Highlands to address the acute shortage of affordable housing for all healthcare and public safety workers across Macon and Jackson Counties. Mr. Kean and members of the project committee requested approval of a resolution in support of the project. Commissioner Shearl made a motion, seconded by Commissioner Higdon, to approve the resolution as presented [Attachment 1]. The vote was unanimous. Mr. Kean shared that Highlands-Cashiers Hospital currently has 33 vacant positions and that Eckerd Living Center is operating at 35 percent capacity due to the lack of workers. He said HCA Healthcare, the owner of the hospital has donated a 10-acre site for this project and that Highlands-Cashiers Healthcare has conducted a study, and property survey for an 80-unit village of cottages, townhomes, community center, etc. Mr. Kean said this is going to be a high-quality community, an 18 million dollar investment serving workers with incomes between 50,000 and 100,000 dollars. He assured the board that they have reached out to private individuals and organizations to build this community and they are not asking the county for financial assistance or contributions. A copy of Mr. Kean’s PowerPoint presentation is available in the office of the Clerk to the Board.

(E) PULSE WORK-BASED LEARNING PARTNERSHIP – Macon County Schools Career and Technical Education (CTE) Director Colleen Strickland and Macon County Economic Development Director Tommy Jenkins introduced the program which prepares Career and Technology Education students with opportunities for skills necessary to succeed in the workforce. Mr. Jenkins said this would be a partnership between Macon County, Macon County Schools, and the business community and said this partnership will improve our workforce dramatically and show youth that there was opportunities in Macon County for gainful employment. Ms. Strickland said the program would offer internship opportunities to seniors who have met the requirements of coursework and certification as well as a \$1,000 stipend. Mr. Jenkins and Ms. Strickland requested consideration of this request for the upcoming budget.

OLD BUSINESS:

(A) DISCUSSION REGARDING NEXT STEPS FOR MACON EARLY COLLEGE –

Project Manager Jack Morgan gave an update on the repairs that are needed at Macon Early College and presented a proposal for architectural services from Looper Architectural Design and Planning with a scope of work cost not to exceed \$15,750. He requested approval of the proposal, approval for Mr. Roland to sign the agreement, approval of a budget amendment for \$20,750 from the general fund balance, a resolution to exempt architectural services from the provisions of N.C.G.S. 143-64.32. [Attachment 2] Commissioner Shearl made a motion, seconded by Commissioner Higdon, to approve the proposal and items as requested. The vote was unanimous.

(B) DISCUSSION AND CONSIDERATION OF PROPOSAL FOR THE PUBLIC SAFETY RADIO SYSTEM FOR MACON COUNTY SCHOOLS -

Mr. Morgan presented two proposals for emergency radio testing for all Macon County School locations, excluding Franklin High School and Bartram Academy. He shared the first proposal from Haynes Technologies in the amount of \$1,250 per building and the second proposal from Teleco Combining Technologies in the amount of \$1,200 per location. Mr. Morgan explained the details of the proposals and after a short discussion, requested board approval of the proposal from Haynes Technologies, approval for him to sign the agreement, and approval of a budget amendment in the amount of \$7,500. Commissioner Young made a motion, seconded by Commissioner Antoine, to approve Mr. Morgan to enter into a contract with Haynes Technologies not to exceed \$7,500 and a budget amendment in the amount of \$7,500 from the general fund balance. The vote was unanimous.

(C) DISCUSSION REGARDING OUTCOME OF THE REQUEST FOR BIDS FOR THE MACON MIDDLE SCHOOL TRACK -

Mr. Todd Gibbs with Macon County Schools shared information about the proposals received in response to the Request for Bids and the recommendation from the selection committee. He said the committee recommended awarding the bid to GeoSurfaces who was the lowest bidder, approval of the funding, and authorization for Macon County Schools to move forward with a contract. Emily Kite with LS3P said the project start date would be in June as soon as the students have vacated the campus with the plan to be completed by the end of summer. Commissioner Young made a motion, seconded by Commissioner Shields, to authorize \$180,000 from the general fund balance for the school board to enter into a contract with GeoSurfaces as requested. The vote was unanimous.

(D) UPDATE ON THE FRANKLIN HIGH SCHOOL PROJECT -

Emily Kite with LS3P provided an update on the Franklin High School project and reviewed the scope of services showing fees for the procurement phase at \$238,081 with this phase to begin June 1, 2024, and end September 30, 2024. She requested approval of the fees for the procurement phase and said she anticipates Carroll Daniel, Construction Manager (CM) at Risk will be able to present at the meeting on May 28, 2024, and should be ready to put the project out to bid. Commissioner Young made a motion, seconded by Commissioner Shearl, to postpone this item until the continuation meeting scheduled for May 28, 2024. The vote was unanimous.

(E) DISCUSSION AND CONSIDERATION OF THE REVISED QUARTER-CENT SALES TAX REFERENDUM-

Chairman Shields read into the record an amended version of the previously approved resolution. He said the Business Advisory Council will be developing a marketing campaign to help educate the public about the referendum. After some discussion, Commissioner Young asked to make some wording changes to include both operational and capital

expenses and made a motion, seconded by Commissioner Antoine, to approve the resolution incorporating the wording changes as requested. [Attachment 3]
The vote was unanimous.

At 9:45 p.m., Chairman Shields called a ten-minute recess and called the meeting back to order at 9:50 p.m.

NEW BUSINESS:

(A) DISCUSSION AND APPROVAL OF PROPERTY TAX REFUND - Tax

Administrator Abby Braswell presented a tax refund request from Attorney Russell Bowling for his client related to property on Lady Bug Lane. She explained that in 2021 the owners purchased some adjoining proprietries with all parcels combined into one parcel. Ms. Braswell said one of the parcels had remained active as a separate parcel in the tax system in error causing the property owners to be taxed for 2.31 acres which was also included in the combined parcel tax. She recommended to release the taxes paid in 2022 in the amount of \$135.73 and in 2023 in the amount of \$108.40 for a total of \$244.13. Commissioner Higdon made a motion, seconded by Commissioner Shearl, to approve the refund as requested. The vote was unanimous.

(B) UPDATE ON THE ENVIRONMENTAL HEALTH PROGRAM – Health Director

Kathy McGaha provided an update on efforts made in her department to improve the backlog on environmental health permits. She shared that the department had implemented overtime for the environmental health staff and in the past month and a half have issued over two-hundred different types of permits or applications. Ms. McGaha said her staff have been working really hard and as of today have six applications in their box with about a one week wait time. She said they had a contract worker from another county that had helped for a couple of days. Ms. McGaha asked board members to keep in mind that they could not maintain this pace forever as the staff had been working overtime and these are physically intensive jobs. She said the County Managers proposed budget includes what they need to continue this low level of back log indefinitely. Ms. McGaha indicated that she and Interim Environmental Health Supervisor Lisa Browning had visited with Jackson County several times to observe and discuss their operations and had been able to bring back some good strategies. After some additional discussion Commissioner Higdon made the recommendation that the Macon County fee structure mirror the Jackson County fee structure. Ms. Carpenter said next year's budget has already been prepared based on the current fees and suggested this change be implemented later in the year if the board so chose after seeing the other changes that Ms. McGaha is proposing and allowing time to see if the backlog continues.

(C) CONSIDERATION AND APPROVAL OF FIREWORKS PERMIT FOR THE TOWN OF FRANKLIN JULY 5, 2024 DISPLAY – Commissioner Higdon made a motion, seconded by Commissioner Antoine, to approve the application as included in the agenda packet. The vote was unanimous.

(D) CONSIDERATION AND APPROVAL OF FIREWORKS PERMIT FOR THE NANTAHALA VOLUNTEER FIRE AND RESCUE FOURTH OF JULY DISPLAY - Commissioner Higdon made a motion, seconded by Commissioner Antoine, to approve the application as included in the agenda packet. The vote was unanimous.

(E) DISCUSSION AND CONSIDERATION OF REVISION TO THE FLOOD DAMAGE PREVENTION ORDINANCE - Commissioner Young said proposed changes to the flood plain ordinance were not for him to personally profit from the change and that the piece of property he owns on the Georgia Road that

was previously referenced in a public meeting is in the process of being deed restricted as a show of good faith, so fill dirt can never be put on that piece of property. He said he wanted to bring three items to this board that the Planning Board has previously looked at and is simply bringing these up for discussion because this is what the public has asked of him. Commissioner Young indicated that he is proposing a change in the Erosion Control Ordinance to follow the State guideline to move our ordinance from a half-acre to one-acre, to make a one strike clause in the Watershed Ordinance to allow RV parks, and to make the proposed change to the Flood Plain Ordinance to allow fill dirt. After additional discussion, Planning Director Joe Allen said the state has model ordinances with allowance for the counties to make them more restrictive. He suggested that board members look at the redlined version of the modified ordinance to make sure this is the model and version they want to present at a public hearing. Mr. Allen suggested establishing a sub-committee made up of a couple of commissioners and a couple of planning board members and bring other people in for input and feedback. After some discussion board members consented to establishing a sub-committee comprised of two planning board members and two commissioners. Commissioner Higdon asked that the sub-committee also look at the pros and cons of doing away with Lake Emory Dam and having a free-flowing stream through Macon County. Commissioner Young made a motion, seconded by Commissioner Shearl, to have a public hearing on the Soil Erosion Ordinance at the regular meeting scheduled for July 9, 2024. The vote was unanimous. Commissioner Young made a motion, seconded by Commissioner Shearl, to also have a public hearing on July 9, 2024, for Macon County to follow the state model and to remove RV parks from the Watershed Ordinance. The vote was unanimous.

(F) CONSIDERATION AND APPROVAL OF RECOMMENDATION FOR ENGINEERING SERVICES RELATED TO PERMIT TO CONSTRUCT MACON COUNTY SOLID WASTE LANDFILL, PHASE III, CELL II, AND CLOSURE OF LANDFILL PHASES I AND II IN RESPONSE TO REQUEST FOR QUALIFICATIONS

Solid Waste Director Chris Stahl reported that one response to the Request for Qualifications was received from McGill Associates/Bunnell Lammons Engineering (BLE) and he made a recommendation for the board to accept the bid and approve for the County Manager to negotiate and enter into a contract with McGill Associates/Bunnell Lammons Engineering (BLE). Commissioner Higdon made a motion, seconded by Commissioner Young, to approve the request as presented. The vote was unanimous.

(G) CONSENT AGENDA: Upon a motion by Commissioner Shearl, seconded by Commissioner Young, the board voted unanimously to approve the consent agenda as presented which includes: (A) Minutes of the April 9, 2024 regular meeting, (B) Budget Amendments #255-262 and 271, (C) Public Records Disposal for Macon County Solid Waste, (D) Lottery Fund Request FY 2023-2024, (E) Tax releases for the month of April 2024 in the amount of \$4,718.58, and (F) Monthly ad valorem tax collection report for which no action is necessary.

APPOINTMENTS:

(A) Macon County Library (1 seat)

Commissioner Antoine explained that the seat previously held by Ed Trasck from Nantahala was vacant and recommended Kay Rowland from Nantahala be appointed to fill that seat. Attorney Ball passed out ballots to record the vote for public record. The vote was unanimous for the appointment of Kay Rowland.

CLOSED SESSION - None

RECESS: With no other business, at 10:07 p.m., upon a motion from Commissioner Higdon, seconded by Commissioner Shearl, the board voted unanimously to recess until May 21, 2024 at 6:00 p.m. for the presentation of the County Manager’s recommended budget for Fiscal Year 2024-25.

Derek Roland
Ex Officio Clerk to the Board

Gary Shields
Board Chair



**MACON COUNTY BOARD OF COMMISSIONERS
MAY 21, 2024
CONTINUED MEETING MINUTES**

Chairman Shields reconvened the meeting at 6:00 p.m. as recessed from the May 14, 2024, regular meeting and welcomed all in attendance. 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.

PRESENTATION OF THE RECOMMENDED FISCAL YEAR 2024-25 BUDGET:

Mr. Roland began by saying of all the budgets he has prepared over the past eleven years, this one means more to him than any other one he has presented. He said the budget he is presenting tonight is the one that he is most proud of and is a decade of fiscally responsible leadership of the Macon County Board of Commissioners and the hard work and dedication of the Macon County employees that have acted under the direction of the Macon County Board of Commissioners for that last decade. Mr. Roland stated that it is an undeniable fact that we are one of the most financially solid local government organizations in the State of North Carolina. He highlighted recent accomplishments including broadband expansion in Nantahala, economic development with the Duotech expansion project, Macon Middle School Locker Room facility and track, Southwestern Community College fire training facility, expansion of a science classroom at the Grove Center, Nantahala purchase of property to upgrade wastewater physical plant, Highlands School project, and the Franklin High School project. Mr. Roland shared his recommendations for revenue projections based on national economic assumptions and factors as well as his recommendations for expenditures including the addition of two environmental health positions, a two percent Cost of Living Adjustment (COLA) for county employees, a one STEP increase included in the pay plan for county employees, an increase in educational funding for the second year in a row due to a three percent raise for all county-funded positions in the school system (30 currently), and \$145.9 million for Capital Improvement Project (CIP) improvements. In summary he reported that his recommended budget of \$63,704,651 would allow Macon County to retain debt capacity, remain the lowest tax rate in state, maintain employee health insurance with no increase in cost, and hold the line on operating expenditures.

Chris Stahl referred to the narrative in the budget book about the Enterprise Fund. He said he is requesting a \$12 increase to the availability fee and is projecting a revenue increase of \$330,000. Mr. Stahl indicated that Commissioner Higdon had asked him to look at Convenience Center employee salaries so he has recommended a grade adjustment that would allow a five percent increase to each of the current Convenience Center grades.

A copy of Mr. Roland's PowerPoint presentation and proposed budget are available in the office of the Clerk to the Board.

CLOSED SESSION: At 7:13 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Shearl, 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 by purchase. At 7:30 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.

RECESS: With no other business, at 7:30 p.m., upon a motion from Commissioner Shearl, seconded by Commissioner Antoine, the board voted unanimously to recess until 6:00 p.m. on May 28, 2024, for a joint budget work session with the Macon County Board of Education. The meeting will be held at the Franklin High School Fine Arts Center located at 100 Panther Drive, Franklin, NC 28734.

Derek Roland
Ex Officio Clerk to the Board

Gary Shields
Board Chair



MACON COUNTY BOARD OF COMMISSIONERS
MAY 28, 2024
CONTINUED MEETING MINUTES

Chairman Shields reconvened the meeting at 6:00 p.m. as recessed from the May 21, 2024, continued session. 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.

BUDGET WORK SESSION REGARDING THE MACON COUNTY SCHOOL SYSTEM BUDGET – Macon County School Board Chairman Jim Breedlove called the school board meeting to order and announced there would not be a public comment session at this meeting.

Mr. Roland spoke about capital priorities and funds spent in Macon County with \$146.2 million contributed to Franklin High School (FHS) and Highlands School projects. He shared information about the General Fund Balance Performance and intention to transfers \$20 million from the General Fund to the Capital Reserve Fund based on the Fiscal Year 2023 year-end results, consistent with prior Analyses. Mr. Roland said this still leaves the county with a 40 percent fund balance. He reported that the expenditures of the projects have increased \$10 million for FHS and \$2.5 million for Highlands School for a total increase of \$13 million since February. Mr. Roland said the current cost for FHS is \$137,624,444 and the current cost for Highlands School is \$8,575,068. He reminded the board that there will not be any financing for the Highlands School project, but that the county would be financing \$75.6 million for the FHS project.

Mr. Roland reviewed the recommended annual capital allocations for Fiscal Year 2024-2025 in addition to the school projects as well as the existing and proposed debt service, and indicated that all project are based on a five percent finance rate.

Mr. Roland said this is the first time in five years that operational funding has been increase by this board. He said we are in great financial shape even though costs have increase in the recent months. Mr. Roland indicated that the architects and Construction Management (CM) at Risk need project ceilings so they can move forward with planning for the groundbreaking at FHS this summer. He stated that consensus is needed on a ceiling of \$137,624,444 for the FHS project, to authorize the County Manager to execute contract amendments with LS3P for \$238,081 with the accompanying budget amendment from General Fund Balance, to authorize the County Manager to enter into a construction contract with Carroll Daniel containing a guaranteed maximum price (GMP) amendment 1 in the amount of \$411,644 with the accompanying budget amendment from General Fund Balance. Mr. Roland indicated that consensus is needed on a ceiling of \$8.5 million for the Highlands Project, and consensus for the architect contract to be amended in the amount of \$16,643. A copy of Mr. Roland's presentation is available in the office of the Clerk to the Board.

Mr. Breedlove opened a discussion with his board to discuss the Franklin High School Project and Highland School Project ceilings and actions as presented by Mr. Roland. After the discussion and unanimous votes by the Board of Education, Commissioner Shields asked for a motion from the Board of Commissioners. Commissioner Young said he wants to open this up to a work session as stated on the agenda and wants to have a Q&A so that everyone understands there are conversations of substance and put the architects on the hot seat to see why the costs have increased. Kyle Dorsey and Jess Hughes from Carroll Daniel Construction gave an explanation of the estimated GMP of \$137 million for FHS and said they will work hard to make sure that on bid day this is the figure that comes through. Commissioner Shearl said he has not seen any project plans in months that he had hoped the project would be below \$100 million or no more than \$100 million and signed letter to the State which said that if we got the \$60 million we would move forward with the project. He indicated that he has not seen anything that shows what we are getting in the athletic complex, FHS, or the cost associated with the tearing down of the current structures at FHS. Commissioner Shearl said at the last meeting he voted for a project without seeing plans because those plans were not done to spec and said he will not vote for any other project without first talking to his constituents or seeing plans. Commissioner Young said he came to this meeting expecting this to be a work session and that tonight is an opportunity to go over and discuss the projects and said he thought Commissioner Shearl had a valid point. Commissioner Shields said we need to move forward due to the timeframe that we are in and there are a number of things the construction folks need to start now and this summer and not wait until school starts. He said if we go into delay mode we will have a campus that becomes high risk for safety. Commissioner Antoine said he is absolutely for the FHS project and he is concerned about how the cost increased and thought this was a work session and did not know he was going to be expected to vote for anything tonight.

Mr. Dorsey and Mr. Hughes with Carroll Daniel Construction explained the summer work that needs to occur so that agricultural classes are not displaced when school starts in the fall. They said this needs to be approved in the next couple of weeks in order to have construction completed before school starts. Commissioner Shields said these things are a necessity and we need to find a way to allot the funds as this is a safety issue. Emily Kite with LS3P explained that the total cost of work for just construction is \$124,879,436, furniture, fixtures, and equipment are estimated at a cost of \$6,859,649, and estimated soft costs are \$5,704,620. A copy of the presentations are available in the office of the Clerk to the Board.

Mr. Breedlove said there had been community meetings and a mockup of the plan which is posted on the county website and that the Board of Education has looked at the information, has met, and feels this is as good as it gets. He said they took the action because they felt comfortable in the information they have and in no way to pressure the Board of Commissioners to take action.

Commissioner Higdon said he thought this was a work session to discuss the Board of Education capital projects and work them into our budget and that he is not ready to vote on anything until we work this into the budget. Attorney Ridenour said we are not signing anything at this time but that consensus is needed for the budget process. He said the only contracting piece tonight is the \$411,644 for Carroll Daniel and \$238,081 for the LS3P contract amendment.

Emily Kite with LS3P provided an overview and summary of the overall project including the athletic complex, drainage from the roundabout to Phillips Street, fill dirt plans, retaining walls, band room, etc. Commissioner Shearl said if we approve the \$411,644 that will commit the Board of Commissioners to build a new high school and that without seeing and understanding where all these

numbers come from he can't see how anyone can vote to spend this kind of money. Carroll Daniel representatives stated that approving the funds does not lock the Board in to moving forward which Mr. Roland clarified.

Ms. Kite and representatives from Vannoy Construction explained where the estimates are coming from with a Cost Estimator as well as the CM at Risk figures for the Highlands School as well as increases such as additional structural design needed based on the geo-tech findings that we did not have at the beginning.

Commissioner Young, made a motion, seconded by Commissioner Antoine, to enter into contract with Carroll Daniel in the amount of \$411,644 from General Fund Balance. In discussion, Commissioner Shearl questioned how this can be done without approving the ceiling and said he is not in agreement. Commissioner Higdon said he has expressed his feeling. The vote was 3-2 with Commissioner Antoine, Commissioner Shields, and Commissioner Young voting in favor of the motion and Commissioner Higdon and Commissioner Shearl opposed.

Commissioner Young made a motion, seconded by Commissioner Antoine to enter into a contract with LS3P in the amount of \$238,081 from General Fund Balance. In discussion, Commissioner Shearl said his reasoning stands. The vote was 3-2 with Commissioner Antoine, Commissioner Shields, and Commissioner Young voting in favor of the motion and Commissioner Higdon and Commissioner Shearl opposed.

Commissioner Shearl stated he wants the record to reflect that he does not support the ceiling of \$137,624,444 for the FHS project. Commissioner Antoine explained that the people of Macon County are not going to be on the hook for \$137 million and that this figure is a cap and not what is being financed. He said that approximately \$75 million would be financed. Commissioner Antoine said this high school should have been taken care of a long time ago, even in the 90's when we found out the facility was not ADA compliant yet we have drug it out for 30 years.

Vannoy Construction representatives gave an overview of the scope of work for Highland School and provided a PowerPoint with a breakdown by area. The indicated they will be at the June 11, 2024 regular meeting to present some total costs for summer work. Commissioner Young made motion, seconded by Commissioner Antoine, to enter into contract with LS3P for \$16,463 for summer work. After a brief discussion, 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.

Mr. Todd Gibbs with Macon County Schools gave an update on the geo-tech report for the Highlands soccer field which he says was originally built on top of a pond and swamp muck causing the water to just sit on top of the field. He said the geo-tech report recommends taking out all the muck and refill the area with aggregate, or design a system that over time will fail. Mr. Gibbs said there are four streams that come in to that property as well as some spring heads all of which are problematic in trying to design the field.

Mr. Breedlove said they did submit a request for total needs requests and requested the Board of Commissioners review those for consideration. After a brief discussion about East Franklin School, Mr. Breedlove said Macon County Board of Education Attorney Henning had prepared a Memorandum of Understanding (MOU) which will be delivered to the Board of Commissioners for consideration for approval at the June 11, 2024 meeting. Mr. Henning said it is a standard MOU that we have previously approved for other projects. Mr.

Breedlove spoke about a letter that the Board of Education proposed at their last meeting and requested that the Board of Commissioners join with them in standing up for the support of funding for public education.

RECESS - Commissioner Shearl suggested a budget work session before the June 11, 2024 meeting and made a motion, seconded by Commissioner Higdon, to recess to June 4, 2024, at 6:00 p.m. in the Commissioners Board Room. The vote was unanimous.

Derek Roland
Ex Officio Clerk to the Board

Gary Shields
Board Chair



**MACON COUNTY BOARD OF COMMISSIONERS
JUNE 4, 2024
CONTINUED MEETING MINUTES**

Chairman Shields reconvened the meeting at 6:00 p.m. as recessed from the May 28, 2024 continued meeting. All Board Members, County Manager Derek Roland, Deputy Clerk Tammy Keezer, Finance Director Lori Carpenter, County Attorney Eric Ridenour were present, as were a number of county employees, media, and citizens.

ANNOUNCEMENTS:

- (A) Chairman Shields announced that the Public Hearing on the Fiscal Year 2024-25 budget would be held at the regular meeting on June 11, 2024, at 6:00 p.m. in the commissioner's board room.

FY 2024-25 BUDGET DISCUSSION:

SOUTHWESTERN COMMUNITY COLLEGE (SCC) – Dr. Don Tomas said he wanted to explain and talk about some of their budget requests. He provided a handout about the economic impact of SCC and the value the college brings to the people they serve in the region and Macon County. Dr. Tomas distributed a handout of the community college law and the operational needs list and a handout of their budget for Fiscal Year 2025 and referred to a page specific to the Grove Center indicating the campus has life safety issues and ADA issues and the requested amount to correct these issues is \$71,000 with approximately \$58,000 allocated to address other issues on the campus. Dr. Tomas shared needs at the Public Safety Training Center including the need to replace HVAC units. He said he respectfully requests that some attention be given to what they have requested. Mr. Roland said SCC asked for \$1.5 million and that our annual appropriation to them has increased 72 percent over the last two years as we have stepped up our support. He said there are needs across all of our departments that need to be met and referred to recent appropriations made toward SCC recently. A copy of the handouts provided are available in the office of the Clerk to the Board.

FRANKLIN FIRE TAX – Mayor Jack Horton said the Fire Department is not just the fire department for the city limits but is a whole fire district that covers outside the city limits as well. He said if you look at data Franklin Fire and Rescue (FFR) does a major share of the calls for the whole county. Mayor Horton talked about the need for a new pumper truck and a tanker truck and said it takes almost two years to get a truck once you put the order in at a cost of over \$1 million. He said all the money for operation of FFR comes from the fire tax and the Town Council was in full support of recommending a fire tax at seven cents and the current fire tax is just over five cents. Town Councilman Mike Lewis said he is not all about taxes, but that last year town residents subsidized the cost of the deposit on a truck which is not fair. Councilman David Culpepper said he voted against the Town spending the money last year to subsidize the fire district even though

the Fire Chief has been telling him for three years that we need this. He said if the board does not want to fund the increase then help them figure out a way to move forward and figure how the people who need the coverage get the coverage. Fire Chief Ben Ormond provided a handout regarding the number of calls that FFR responded to this fiscal year. He said FFR needs to be running in a pro-active, efficient manner. Mr. Ormond said he also needs to add personnel but before he can do that he is going to need to expand the current building which was built in the 1980's because it is at capacity. After a short question and answer period, Town Manager Amie Owens said she wanted to add that the Town cannot pass their budget unless the Board of Commissioners passes their budget because the Board of Commissioners sets the fire tax. She requested that the board approve the seven cents the Town was granted two years ago and referred to the letter written by the Town Council. Ms. Owens said the Town is who will have to answer citizen questions about this as well as account for how the tax is spent. She said she is respectfully asking for \$397,000. Emergency Management Director Warren Cabe said FFR is the most functional department in the county. He gave an overview of the history and talked about the fire study done in 2016. Mr. Cabe said he thinks we could look at setting three service district rates for Highlands, Nantahala, and Franklin as an alternative option for funding for the future if the board desires to do that.

ARTS FOR MCS – Maggie Jennings said she is here representing Arts for Macon County Schools and not Macon County Schools. She talked about the history of asking for positions for art and music in school prior to the pandemic. Ms. Jennings said she has come asking for three positions – the art teacher at Iotla Valley Elementary, the music teacher at South Macon Elementary and the art teacher at Macon Middle School. She requested a provision in the budget that if the House and Senate passes the 3% increase that those funds would be used for the purpose of these positions.

At 8:02 p.m. Chairman Shields called a five minute recess and the meeting reconvened at 8:10 p.m.

SOLID WASTE – Commissioner Shearl said he understands a portion of the increase in his budget was partly due to pay increases previously requested by Commissioner Higdon. Solid Waste Director Chris Stahl confirmed and added that there was also a request for an increase in the availability fee. Commissioner Shearl asked for a list of past, present, and future equipment that the Enterprise Fund has purchased, what happened to that equipment, and how many hours was on that equipment at the time of disposal. Mr. Stahl said he would get that information for Commissioner Shearl and that he included that information in his budget last year but did not update that this year. Commissioner Higdon inquired about the pay for convenience center workers and commented that the convenience centers were initially set up as a rush job and have never been changed. Mr. Stahl said the current starting pay is \$11.53 per hour with a proposal to go to \$12.53 per hour.

COWEE SCHOOL – Commissioner Higdon reported that the Cowee School was set-up years ago to be self-sustaining and inquired about seeing financial records before the board allocates funds. Ms. Carpenter said we do not see their financials and that the County is billed for the electricity and gas or propane we pay those directly. She said anytime Cowee School does renovations they have to have the work completed first, submit the bills and checks showing the items paid to her and they are reimbursed. Mr. Roland said we lease the building to them and they sub-lease it to other tenants. He said we try to keep improvements for ADA and such up since it is a county-owned building. Commissioner Young said he understands if they owned the building they could apply for more grants and other funding options.

COMMUNITY FUNDING POOL – Commissioner Higdon recommended doing away with the Community Funding Pool Higdon and said the Town of Highlands and the Town of Franklin both did away with their funding pool. Commissioner Shearl said he agrees.

SENIOR SERVICES ASSESSMENT – Commissioner Higdon inquired about the \$200,000 recommended for an assessment for the Senior Services building. Mr. Roland stated that the recommendation for a more in-depth assessment was identified on our space needs analysis in 2018. He said this would give us the funding needed to fully look at the needs and whether renovations or a new facility was needed. Commissioner Higdon said this number seems excessive for one location. Mr. Roland indicated that the Senior Center was not that high of a priority in 2018, but it was recommended to do a further analysis if chosen. After a brief discussion about current efforts to locate a new facility, Commissioner Higdon restated that this was in the Capital Improvement Plan and did not rank high. He encouraged board members to dust off that plan and look at that plan. Commissioner Young said if we do this assessment now then it will be ten years old in 2034 when it is time to take action. Mr. Roland said we just put a number there to be able to move forward. Commissioner Higdon cautioned about taking on more debt as there are a lot of capital projects on the horizon that will need attention.

TRANSPORTATION – Commissioner Shearl asked about the increases in salary and benefits. Mr. Roland explained how the Transit budget works and how much of that budget county-funded versus grant-funded. Commissioner Shearl said he is the liaison to Macon County Transit and said we need to let the hiker business go to a private entity. Commissioner Young said he understands this service is provided over a three-month period and will likely not be provided in the future.

TAX OFFICE – Commissioner Shearl asked about the upgrade to imager and asked how does it help the tax payer. He said even though we bought a state-of-the-art computer system a few years ago, staffing has not decreased in that department. Mr. Roland explained the growth in the tax base and that this imagery produces a much more detailed image with enough detail to check for measurements and additions without having to go out to the site. He said to view this as more of a cost avoidance by using the technology and not having to hire additional staff and is an expense that occurs every two years.

HEALTH AND HUMAN SERVICES – Commissioner Shearl commented that he knows about the request for \$171,000 to hire two new Environmental Health staff with the recommendation to not advertise those positions until January 2025. He said the board gave them \$25,000 the first time they fell behind and he thinks we should monitor this backlog and not give them the money until we see how things progress.

PARKS AND RECREATION – Commissioner Shearl asked how two full-time positions were eliminated. Mr. Roland explained the use of contract work for mowing and elimination of a position in Nantahala due to a retirement. Commissioner Shearl inquired about the details of the mowing contract and Mr. Roland explained the advertising and contracting process. Commissioner Shearl asked for the dates of the advertising and said that if done correctly the County could sub-contract all of the mowing and most of maintenance in the county and save the tax payers a lot of money. Mr. Roland explained that we are working toward contracting more services like this through attrition. He said we looked at contracting the custodial

services a few years ago and could not find a company closer than Asheville who was interested or within the budget. Mr. Roland said the contract mowing has been a good cost-saving measure and we continue to work toward that as much as possible.

MACON COUNTY SCHOOLS – Commissioner Shearl asked for clarification on the proposed increase which was explained by Mr. Roland. Commissioner Shearl asked why the county tax payers pay the 30 school teachers as indicated in the budget books and why the state funds are not sufficient to cover those costs, when Macon County tax payers are on the hook for the brick and mortar only. Commissioner Shearl pointed out that the request for a pay increase for county employees was less than the request for school employees. Commissioner Higdon said this is not right.

SHERIFF’S DEPARTMENT – Commissioner Shearl asked several questions about vacancies, Courthouse Security, and the metal detectors and suggested that the vacant deputy positions be filled with the sworn officers working in Courthouse Security and the metal detectors be moved to the fourth floor outside the courtrooms.

BOARD OF ELECTIONS – Commissioner Shearl reported that the Board of Elections recently asked for funding for a special election which was allocated, and that only one percent of the voters casted a vote. He reminded the board that the Board of Elections had said if they were able to hold the special election in their office they could save the tax payers money. Commissioner Shearl said if the metal detectors away from the main entrances and put them at the courtrooms instead that would solve that issue. Attorney Ridenour said there is an order regarding metal detectors in the courthouse that he will share with the board. Commissioner Higdon said the number one thing in the Capital Improvement Plan was a new justice center. Commissioner Shearl said a new detention center and a justice center is a good investment.

SALARIES AND BENEFITS - Commissioner Shearl commented that this increase 1 from his calculations is the COLA (Cost of Living Adjustment) and the STEP. Ms. Carpenter added that it also includes retirement increases, insurance increases, and other required items. Commissioner Shearl inquired about the number of employees who retired last fiscal year and if we never replaced them how we have not seen a reduction in salary and benefits. Ms. Keezer indicated she would provide that information to him.

ADJOURN: At 9:45 p.m. Commissioner Young made a motions, seconded by Commissioner Shearl to adjourn. The vote was unanimous.

Derek Roland
Ex Officio Clerk to the Board

Gary Shields
Board Chair

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 323

FROM: Lindsay Leopard

DEPARTMENT: Sheriff's Office

EXPLANATION: Shop with a Cop Fishing Tournament prize money.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113850 - 445800	Donations	\$2,250.00	
114310 - 556024	Special Fund Expenses	\$2,250.00	

REQUESTED BY DEPARTMENT HEAD Brent Helms

RECOMMENDED BY FINANCE OFFICER Allen Carpenter

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 6/11/2024 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # 324

FY24

DEPARTMENT: HEALTH

EXPLANATION: Agreement Addendum for FY25 includes monies that are budgeted to pay for June 2024 expenses. The budget for FY24 needs to be increased by \$6141 in order to cover the June 2024 expenses. Increase revenue and expenditures by \$6141.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115125-555106	Contracted Services	5,826	
115125-556011	Supplies	90	
115125-558901	Travel	225	
113511-426001	Tobacco Grant	6,141	

PREPARED BY: Judy Bell

REQUESTED BY DEPARTMENT HEAD [Signature]

RECOMMENDED BY FINANCE OFFICER [Signature]

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 6/11/2024 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # 325

FY 24

DEPARTMENT: HEALTH

EXPLANATION: Agreement Addendum for FY25 includes monies that are budgeted to pay for June 2024 expenses. The budget for FY24 needs to be increased by \$5852 in order to cover the June 2024 expenses. Increase revenue and expenditures by \$5852

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115128-565031	Minority Diabetes Prevention Grant	5,852	
113511-426007	Minority Diabetes Prevention Grant	5,852	

PREPARED BY Judy Bell

REQUESTED BY DEPARTMENT HEAD Kath McFarlane

RECOMMENDED BY FINANCE OFFICER Gene Caspate

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 6/11/2024 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 326

FY24

DEPARTMENT: HEALTH

EXPLANATION: Received new grant monies from BCBS of NC 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 Kath McHale

RECOMMENDED BY FINANCE OFFICER Alan Capata

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 6/11/2024 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 327

FROM: M. CHRIS STAHL

DEPARTMENT: SOLID WASTE

EXPLANATION: 1. MOVING MONEY FOR INSURANCE SETTLEMENT FROM THE
WINDSHIELD BROKEN ON THE MANITOU

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
60 4726 556605	EQUIPMENT MAINTENANCE	1428.	
60 3839 485000	INSURANCE SETTLEMENT	1428.	

REQUESTED BY DEPARTMENT HEAD Chris Stahl i/c

RECOMMENDED BY FINANCE OFFICER [Signature]

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 6/11/24 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

Juvenile Crime Prevention Council County Plan

Macon County

For FY 2024-2025

Table of Contents

- I. Executive Summary
- II. County Funding Plan
- III. Juvenile Crime Prevention Council Organization
- IV. County Risk, Needs and YASI Assessment Summary
- V. County Juvenile Crime Prevention Council Request for Proposals
- VI. Funding Decisions Summary
- VII. Funded Programs *Program Enhancement Plan* (PEP) OR, add brief program description for any program without a PEP.

Attachments:

JCPC Monitoring Reports
YASI Full Assessment graphs

Executive Summary

The Macon County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has reviewed and updated this County Plan for FY 2023-2025. In 2019, House Bill 593 passed which approved an optional 1 or 2-year funding cycle for DPS JCPC funds, which is determined locally by each JCPC statewide. Also included in the HB was Raise the Age in N.C. which directs 16 & 17 years old from District Court to Juvenile Court. In order to see any new possible trends in juvenile justice data (now serving 16 & 17 year old) and to plan programming in the community accordingly, the Macon County JCPC approved a two year funding cycle. Data continues to be monitored by the JCPC annually which provides direction to which funding cycle is most beneficial to the community and Council.

The JCPC has identified the issues and factors which have an influence and impact upon vulnerable youth, at-risk youth, delinquent youth, and their families in Macon County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

Monitoring and Evaluation: Each program funded in the past fiscal year by the JCPC has been monitored by the JCPC Monitoring Committee and programs were found in full compliance with DPS JCPC Policy and within the operating parameters of their budget and, providing the services as described in their program agreement. The monitoring results and program outcome evaluations were considered in making funding allocation decisions. The JCPC will continue to conduct annual implementation monitoring of its funded programs.

Priorities for Funding: Through a review of risk & needs assessment data, the Youth Assessment Screening Inventory (YASI) data and a community resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency in Macon County.

1. Tutoring/Academia Enhancement
2. Interpersonal skill building
3. Experiential skill building
4. Restitution/Community Service
5. Runaway Shelter/Temporary Shelter
6. Enhanced Mental Health Services (for uninsured and under-insured clients)
7. Restorative Services-Teen Court

Funding Recommendations: Having advertised a Request for Proposals (RFP) for these needed services for a minimum of thirty (30) days, the JCPC has screened the submitted proposals and has determined which proposals best meet the advertised needed services. As required by statute, the JCPC recommends allocation of the NC Department of Public, Division of Juvenile Justice and Delinquency Prevention funds to the following programs in the amounts specified below for the upcoming fiscal year 2023-2024 (Also, see the Macon County Funding Plan with this report.)

1.	HIGHTS-inside-Out/ & Core Restitution	\$43,351	2-year
2.	Hawthorn Heights WNA	\$32,829	2-year
3.	HIGHTS-Restorative Justice Services	\$23,362	2-year
4.	Pacesetters Adventures	\$11,309	2-year

The JCPC further recommends that the following amount be allocated for the administrative costs of the Council for fiscal year 24-25: \$2,275.

Respectfully Submitted,

_____, Chair, _____ County Juvenile Crime Prevention Council

Date: _____

Macon County

NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 113,126 Local Match: \$ 45,983 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non-DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	JCPC Administration	\$2,275						\$2,275	
2	Pacesetters	\$11,309	\$3,393					\$14,702	23%
3	HIGHTS-Inside Out / CORE	\$43,351	\$13,005		\$7,475			\$63,831	32%
4	HIGHTS-Restorative Justice Options	\$23,362	\$7,009		\$5,252			\$35,623	34%
5	Hawthorn Heights WNC	\$32,829	\$9,849					\$42,678	23%
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$113,126	\$33,256		\$12,727			\$159,109	29%

The above plan was derived through a planning process by the Macon County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2024-2025

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds ordered _____

check type initial plan update final

---DPS Use Only---

Reviewed by _____	Area Coordinator	Date _____
Reviewed by _____	Program Assistant	Date _____
Verified by _____	Director & new (After Start)	Date _____

 Chairperson, Juvenile Crime Prevention Council (Date)

 Chairperson, Board of County Commissioners (Date)
 or County Finance Officer

Juvenile Crime Prevention Council Organization

FY 24-25	Name	Organization	Title
Chairperson	Matt Ramsey	DJJ	Juvenile Court Counselor
Vice-Chairperson	Brad Renegar	GAL	30# District Administrator
Secretary			
Treasurer			
Assessment Committee Chairperson			
Funding Committee Chairperson			

Number of members for FY 24-25: 16

List meeting dates during the current fiscal year and identify the number of JCPC members in attendance for each.

Meeting Date	Number of Members in Attendance	Quorum Present? Yes/No
August 9, 2023	4	No
September 13, 2023	5	No
October 11, 2023	4	No
February 14, 2024	8	Yes
April 10, 2024	7	Yes
May 8, 2024	TBD	TBD

**SUMMARY REPORT OF THE
MACON COUNTY RISK AND NEEDS ASSESSMENT COMMITTEE for 2024-25 Annual Plan**

Overview of YASI Assessment Data

The Risk and Needs Assessment Committee reviewed data gleaned from the Youth Assessment Screening Instrument (YASI) from July 1, 2022, thru June 30, 2023. This is a **new measurement tool** administered by Juvenile Court Counselors after juveniles are referred with a complaint alleging that a delinquent act has occurred and prior to adjudication of the juvenile. The YASI is an innovative juvenile risk assessment that measures risk, need, and protective factors in at-risk and juvenile justice-involved youth. The assessment addresses twelve domains: Legal History, Family, Basic Needs, School, Community and Peers, Alcohol and Drugs, Mental Health, Physical Health, Aggression, Attitudes, Skills, and Employment and Free Time. There is both a pre-screen assessment and a full assessment.

Macon County has a juvenile population age six to seventeen, of 4,585 according to census data. During the fiscal year of 2022 – 2023, Macon County Juvenile Court Services staff completed 99 YASI assessments. 69 of those assessments were full Yasi Assessments and the data provided below is based on the risk, needs and strengths that are noted at the first full screen assessment by Juvenile Justice at intake for the fifty (69) youth completing the YASI Full Assessment.

Part I. Youth Assessment and Screening Instrument (Full YASI)
(YASI Data from July 2022-June 2023)

Risk Level – 39% of the 69 assessed youth with the full YASI Assessment exhibited moderate risks. 49% were assessed at moderate risk level, and 12% were assessed at a high-risk level.

Needs Level 69% of the 69 assessed youth exhibited very low or low needs. And 22% exhibited moderate or moderate high needs, and 9% of the 69 exhibited high to very high needs.

Strengths Level – 81% of the 69 assessed youth exhibited high moderate, high or very high strengths levels.

The youth of Macon County are moderate risk, have youth with needs that are low to moderate needs and have a range of strength levels from moderate to very high.

Legal History

- In Macon County, 51% or 35 out of 69 youth completing the full YASI assessment had a previous referral. This is higher than the state average of 45%.
- 72% or 50 out of 69 youth completing the full YASI assessment had a referral to Juvenile Justice (JJ) that resulted in services being provided to that youth.
- 17% or 12 of 69 youth assessed were referred to DJJ for a felony offense.

- 12% or 8 of 69 youth assessed were 12 or under at the age of their first referral to DJJ. This is slightly higher than the state average of 10%.
- 12% or 8 of 69 youth completing the full YASI assessment had a previous weapon offense. This is down from the previous year's rate in Macon of 14% and is also lower than state average of 17% but should continue to be watched as this has been a concern statewide.

Family Domain – The family domain did not apply to five youth. There were 64 assessed for this domain.

- 20% or 13 out of 64 youth completing the YASI assessment in Macon County had a family member with Alcohol/Substance Abuse or Misuse. This is higher than the state average of 15%. In addition, 27% or 17 out of 64 youth had family member with a history of mental health concerns. This is significantly higher than and nearly double the state average of 14%.
- 19% or 12 of 64 youth completing the full YASI assessment had family member with a prior criminal history or court involvement. This is lower than the state average of 29%. And 9% or 6 of 64 youth had a family member with prior violent criminal history. This is higher than state average. 6%.
- 9% or 6 of 64 Macon youth assessed by the YASI full screen had some to frequent inadequate parental supervision. This is lower than the state average of 18%. And 2% or 1 out of 64 had consistently inadequate supervision. This is also lower than the state average of 3% but close.

Alcohol/Drugs Domain – The following data from the alcohol/drug domain represents juveniles that answered “Yes” to alcohol and/or drug usage. Twenty-five out of sixty-nine youth responded “Yes” to use. The Council makes note that these numbers may be under reported.

- 36% or 25 out of 69 youth assessed had used alcohol/drugs. This is higher than the state average of 40%.
- 20% or 5 of the 25 youth who had first used alcohol/drugs before age 12. This is double the state average of 10%.
- 32% or 8 out of 25 youth who had used alcohol / drugs, had that use disrupt regular function. This is higher than the state average of 29%.
- 52% or 13 out of 25 youth saying “yes” to having used alcohol or drugs in the last 3 months, had had no previous treatment for alcohol or drug use. This is lower than the state average of 66%.

Mental Health Domain

- 46% or 32 out of 69 youth assessed of youth assessed had mental health concerns and the same 46% also had a mental health diagnosis. These are both higher than the state averages, both at 41%.
- 36% or 25 of 69 assessed were currently receiving treatment. This is higher than the state rate of 23%. And 32% or 22 of 69 had received past mental health treatment. This is also higher than the state's rate of 21%.
- 19% or 13 out of 69 youth assessed had a history of physical abuse. This is higher than the state average of 10% and nearly double. And 17% or 12 out of 69 Macon youth assessed had history of sexual abuse. This is more than double the state average of 7%.

School Domain – The school domain applied to all 65 out of the 69 youth. The questions below are from the 65-youth assessed for this domain.

- 5% or 3 out of 64 had dropped out of school. This is lower than the state average of 6%.
- 26% or 17 out of 64 youth assessed had 5 or more unexcused absences. This is the same as the state average.
- 20% or 13 out of 65 youth assessed had had an infraction in the past three months. This is higher than the state average of 16%. 42% or 27 out of 64 youth assessed had a police report filed by the schools. This is significantly higher than the state average of 27%.
- 37% or 24 out of 64 youth assessed one or more Out of School Suspension. This is lower than the state average of 65%. And 40% or 26 out of 64 had had one or more in school suspension over the past two years. This is higher than the state average of 36%.
- 15% or 16 out of 64 youth assessed were failing some classes. This is lower than the state average of 18%. And 5% or 3 out of 64 youth assessed were failing most classes. This is also lower than the state average of 17%.

Community and Peers -

- 10% or 12 of 69 youth assessed had no consistent friends. This is lower than the state average of 16%.
- 55% or 38 of 69 assessed had negative or delinquent peer influence. This is higher than the state average of 47% and is also higher than the previous year at 44% of youth assessed in 21-22.

Part II. Summary of the Community Resources

JCPC Funded Programs 2023-2025

1. Hawthorn Heights WNC
2. HIGHTS – Restorative Justice Options (Merged with Mountain Mediation Services)
3. Pacesetters
4. HIGHTS

Department of Public Safety-Community Programs Funded Programs

1. HIGHTS – Home Based Family Counseling (see description below)
2. Treatment Alternatives for Sexualized Kids (see description below)

Community Resources

See continuum of resources attached

Community Resources available but difficult to access

See continuum of resources attached

Part III. Summary of Gaps and Barriers in the Continuum of Services

Gaps in Services were determined to be the following:

- Temporary Shelter- Hawthorn Heights WNC, a new organization formed by local community members and the committed staff who had worked at the shelter formerly, reopened. Hawthorn Heights WNC continues to meet community needs and maintains a waiting list. The need for immediate Shelter Care is still a gap in services as space is limited at Hawthorn Heights and the need exceeds its capacity. No other facilitates meet this need without substantial travel out of the area and a similar type of Shelter in Buncombe County is closing in mid-May 2022 due to staffing shortages. This will also place an increased need on this service.
- Treatment for youth causing sexual harm, who are without Medicaid.
- Therapeutic or Specialized foster care for youth who cause sexual harm and are unable to remain in their homes.
- School Based Mental Health Services to meet the needs of children with mental health or serious behavioral issues in elementary through high school.

Without continuing JCPC funding, there are gaps in:

- Temporary Shelter Care
- Restitution/community service,
- Structured activities, such as interpersonal, Tutoring/Academic Enhancement and Experiential skill building,
- Restorative Justice Mediation and Teen Court/Sentences Circles (restorative model with similar benefits to teen court)

Also noted need for treatment for sexualized (sex offending) youth and for Home Based Counseling for youth that do not have Medicaid, and JCPC approved Barium Springs (Children's Hope Alliance) and HIGHTS' Home-Based Counseling to request funds for these services through statewide Intensive Services (formerly Level II) JCPC endorsed dispositional options RFP.

Part IV Proposed Priority Services for Funding

The committee compared the services needed to address the elevated Juvenile Risk Factors and Juvenile Needs with services currently available in the community. Services which are currently available in the community and sufficient to meet the needs of court involved youth or those youth most at risk for court involvement are not considered as a priority for JCPC funding.

The Committee proposes that the following services be approved as the funding priorities in no particular order and advertised in the Request for Proposal for FY 2023-2025:

- Tutoring / Academic Enhancement
- Interpersonal skill building
- Experiential skill building
- Restitution / Community Service
- Runaway Shelter/Temporary Shelter
- Enhanced Mental Health Services (for uninsured and underinsured clients)
- Restorative Services-Teen Court

Instructions: Adjust arrows to cover target populations

1. JCPCC funded programs
2. Available in community
3. Needed, not available
4. Available, but difficult to access
5. Available, state contract

Comprehensive Strategy

Prevention

Graduated Sanctions

Other Notes:
 1. Medication management is provided by Appalachian Counseling Center, and Youth Villages.
 2. Big Brothers and Big Sisters -

Program Services & Structures Categories	Instructions: Adjust arrows to cover target populations	Target Populations						
		All Youth	Youth at Greatest Risk	Pre-Adjudicated Youth	Delinquent- Level I/ Prot. Supervision	Delinquent- Level II Youth	Delinquent- Level III Youth	Post Release Youth
Structured Activities	PaceSetters Adventures	↓	↓	↓	↓	↓	↓	↓
	HiGHTS services	↓	↓	↓	↓	↓	↓	↓
Restorative Services	Boy/Girl Scouts	↓	↓	↓	↓	↓	↓	↓
	Big Brothers and Big Sisters	↓	↓	↓	↓	↓	↓	↓
Community Day Programming	Rac Sports/School Sports	↓	↓	↓	↓	↓	↓	↓
	MTL (Alternative School/STO program)	↓	↓	↓	↓	↓	↓	↓
Assessment Services	EARN (Emerging Adult Resource Network)	↓	↓	↓	↓	↓	↓	↓
	HiGHTS-CORE Restitution	↓	↓	↓	↓	↓	↓	↓
Clinical Treatment	HiGHTS - Restorative Justice Services (Mediation and Sentencing Circles)	↓	↓	↓	↓	↓	↓	↓
	Inside Out	↓	↓	↓	↓	↓	↓	↓
Residential	Kids Place (victims)	↓	↓	↓	↓	↓	↓	↓
	No Wrong Door	↓	↓	↓	↓	↓	↓	↓
Private Providers (as below)	Appalachian (Mobile Crisis, Walk-in Clinics)	↓	↓	↓	↓	↓	↓	↓
	Blue Ridge Behavioral Health	↓	↓	↓	↓	↓	↓	↓
Long Center (basic outpt svcs/1:1 couns)	CHA -TASK (state funded & Medicaid)	↓	↓	↓	↓	↓	↓	↓
	Long Center (basic outpt svcs/1:1 couns)	↓	↓	↓	↓	↓	↓	↓
Youth Villages - Intercept	Youth Villages - Intercept	↓	↓	↓	↓	↓	↓	↓
	Youth Villages MST- Medicaid	↓	↓	↓	↓	↓	↓	↓
AMI Kids (FFT- State contract for DJJ Involved Youth)	Ridgeline	↓	↓	↓	↓	↓	↓	↓
	AMI Kids (FFT- State contract for DJJ Involved Youth)	↓	↓	↓	↓	↓	↓	↓
HiGHTS - Home Based Counseling (Level I)	Hawthorn Heights	↓	↓	↓	↓	↓	↓	↓
	Therapeutic Foster Care (Elada,Bar)	↓	↓	↓	↓	↓	↓	↓
Macon Multi-Purpose Home	Biograph and Drake	↓	↓	↓	↓	↓	↓	↓
	Eckerd Girls Residential Academy - Kerr Lake	↓	↓	↓	↓	↓	↓	↓
Cherokee Children's Home	Cherokee Children's Home	↓	↓	↓	↓	↓	↓	↓
	Other Residential Facilities out of region/NC	↓	↓	↓	↓	↓	↓	↓
Teen Challenge (18 yrs)	Tarheel Challenge	↓	↓	↓	↓	↓	↓	↓
	Teen Challenge (18 yrs)	↓	↓	↓	↓	↓	↓	↓
Western Area Crisis and Assessment Ctr	Job Corps (Macon and Cherokee/day+overnight)	↓	↓	↓	↓	↓	↓	↓
	Cayalyn Burnall Center (Child Crisis - AV)	↓	↓	↓	↓	↓	↓	↓
SOAR and Outward Bound (private pay)	SOAR and Outward Bound (private pay)	↓	↓	↓	↓	↓	↓	↓
	Neazareth (north of Charlotte)	↓	↓	↓	↓	↓	↓	↓
Eckerd - Boomer	Eckerd - Boomer	↓	↓	↓	↓	↓	↓	↓
	Transitional Living Homes (NEEDED)	↓	↓	↓	↓	↓	↓	↓
State contract	DPS funded but needs expansion	↓	↓	↓	↓	↓	↓	↓
	State contract	↓	↓	↓	↓	↓	↓	↓

**MACON County Juvenile Crime Prevention Council
Request for Proposals**

\$113,126

Anticipated Annual Allocation

30%

Required Local Match Rate

February 10, 2023

Date Advertised

The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in this county and hereby publishes this Request for Proposals. The JCPC anticipates funds from the NC Dept. of Public Safety Juvenile Justice and Delinquency Prevention in the amount stated above to fund the program types specified below. Such programs will serve delinquent and at-risk youth for the state fiscal year **2023-2024** beginning on, or after, **July 1, 2023**. The use of these funds in this county require a local match in the amount specified above. **The county can approve programs for 1 or 2 year funding awards, dependent on county approval and programs meeting all requirements.**

Based on identified needed programs and possible gaps in the service continuum, the following program types will be considered for funding:

Tutoring / Educational Services Experiential Skills Interpersonal Skills Restitution / Community Service	Runaway Shelter / Temporary Shelter Care Enhanced Mental Health Services (for uninsured and underinsured clients	Restorative Justice Services / Teen Court
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Proposed program services should target the following risk factors for delinquency or repeat delinquency:

Lack of prosocial peers, aggressive behavior, history of prior complaints, serious school behavior problems, or substance use / abuse.

Proposed services should address the following concerns as reported in the Youth Assessment Screening Instrument (YAS) for adjudicated youth:

Peer Domain: Negative Peer relationships

Individual Domain: Physical health, substance use/abuse, dangerous sexual practices, victimization by caregiver

Family Domain: Conflict within the home, parental supervision, family criminal history, family alcohol/drug use,

School Domain: Low academic achievement, serious school behavior problems

Applicants are being sought that are able to address items below:

1. Program services compatible with research that are shown to be effective with juvenile offenders.
2. Program services are outcome-based.
3. The program has an evaluation component.
4. Program services detect gang participation and divert individuals from gang participation.
5. Awareness of and sensitivity to Racial Ethnic Disparity that exists in the County.
6. Programs are encouraged to provide effective programming that includes restorative justice practices.

Only local public agencies, 501c3 non-profit corporations and local housing authorities will be considered for funding.

In order to apply for FY 2023-2024 JCPC funding, you must complete and submit your application online by accessing NC ALLIES. Please read and follow all instructions at: <https://cp.ncdjjdp.org/CP>

Additional self-help videos on the NC ALLIES webpage are available by clicking on the HELP tab.

Private non-profits are also required to submit, **by uploading in NC ALLIES**, the following:

- 1) No Over Due Tax form, 2) DPS Conflict of Interest Statement,
- 3) Agency Conflict of Interest Policy, and 4) Proof of 501(c)(3) status. (#1 & #2 are available at the above link.)

NEW Applicants are required to attend an Applicant Orientation. The next one is scheduled for February 22, 2023 at 12:30 pm via Webex. Please contact Area Consultant to register.

Patricia Clark, Clerk to Macon JCPC at Macon Prog. for Progress

JCPC Chairperson / or Designee

828-524-4471 ext. 306

Telephone #

For further information or other technical assistance about applying for JCPC funds in this county or about the program application orientation, contact:

Lorraine Williams, DPS Area Consultant at **828-405-4056** or at lorraine.williams@ncdps.gov

Application deadline: Thursday, March 31, 2023 by 5 pm.

(Email or deliver) to: pclark@mppnhc.org

Juvenile Crime Prevention Council Funding Decisions Summary

Funding Decision for:	FY 2023-25 for Macon County	Date Completed:
Program(s) Funded	Select 1-year or 2-year funding and reason(s) for Funding	(Check all that apply)
Pacesetters Adventures	<input checked="" type="checkbox"/> 2-year Funding approved for FY2023-24 and 2024-25 OR <input type="checkbox"/> 1-year Funding approved for FY Rationale for 2-year Funding approval: <input checked="" type="checkbox"/> Funded in past 13 years <input checked="" type="checkbox"/> In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) <input checked="" type="checkbox"/> Favorable JCPC monitoring <input type="checkbox"/> In compliance with Consultant Monitoring <input checked="" type="checkbox"/> Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR <input type="checkbox"/> Meets target population as described in Program Agreement (<i>number served, and described target population</i>), with minimal exceptions (i.e. less than 10% variance) <input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input checked="" type="checkbox"/> Addresses use of alcohol/controlled substances <input checked="" type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input checked="" type="checkbox"/> Would increase funding to this service if funds were available <input type="checkbox"/> Other	
Hawthorn Heights	<input checked="" type="checkbox"/> 2-year Funding approved for FY2023-24 and 2024-25 OR <input type="checkbox"/> 1-year Funding approved for FY Rationale for 2-year Funding approval: <input checked="" type="checkbox"/> Funded in past 3 years <input checked="" type="checkbox"/> In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) <input checked="" type="checkbox"/> Favorable JCPC monitoring <input checked="" type="checkbox"/> In compliance with Consultant Monitoring <input checked="" type="checkbox"/> Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR <input type="checkbox"/> Meets target population as described in Program Agreement (<i>number served, and described target population</i>), with minimal exceptions (i.e. less than 10% variance) <input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input checked="" type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input checked="" type="checkbox"/> Would increase funding to this service if funds were available <input type="checkbox"/> Other	
Restorative Justice Services: Mediation and Sentencing Circles (Teen Court)	<input checked="" type="checkbox"/> 2-year Funding approved for FY2023-24 and 2024-25 OR <input type="checkbox"/> 1-year Funding approved for FY Rationale for 2-year Funding approval: <input checked="" type="checkbox"/> Funded in past 2 years <input checked="" type="checkbox"/> In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) <input checked="" type="checkbox"/> Favorable JCPC monitoring <input checked="" type="checkbox"/> In compliance with Consultant Monitoring <input type="checkbox"/> Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR <input type="checkbox"/> Meets target population as described in Program Agreement (<i>number served, and described target population</i>), with minimal exceptions (i.e. less than 10% variance) <input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input checked="" type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input checked="" type="checkbox"/> Would increase funding to this service if funds were available <input type="checkbox"/> Other	
HIGHTS Inside Out and CORE	<input checked="" type="checkbox"/> 2-year Funding approved for FY2023-24 and 2024-25 OR <input type="checkbox"/> 1-year Funding approved for FY Rationale for 2-year Funding approval: <input checked="" type="checkbox"/> Funded in past 5 years <input type="checkbox"/> In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) <input type="checkbox"/> Favorable JCPC monitoring <input checked="" type="checkbox"/> In compliance with Consultant Monitoring <input checked="" type="checkbox"/> Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR <input type="checkbox"/> Meets target population as described in Program Agreement (<i>number served, and described target population</i>), with minimal exceptions (i.e. less than 10% variance) <input checked="" type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input checked="" type="checkbox"/> Addresses use of alcohol/controlled substances <input checked="" type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Would increase funding to this service if funds were available <input type="checkbox"/> Other	

Macon County		Research-Based Programs Summary			
JCPC Funded Program Name, ID#, and Type	Does program provide service(s) or is it a structure?	Evidence of Research Base	SPEP		SPEP Ratings POP SPEP
			Primary Service	Supplemental Service	
Hawthorn Heights	<input type="checkbox"/> Service <input checked="" type="checkbox"/> Structure	<p>Use several evidence based curriculums including Moral Reconation Therapy (MRT) and the CARE Model in providing services</p> <p>Restorative Justice Mediation, Restorative Practices and Sentencing Circles (Teen Court) all have shown promising results in reducing recidivism and received the second-highest rating in Results First database for effective programs nationwide.</p>	Behavioral Contracting	Mixed Counseling	Advisory Score Only due to fewer than
HIGHTS -Restorative Justice Services	<input checked="" type="checkbox"/> Service <input type="checkbox"/> Structure	<p>(See Components Below)</p> <p>Program uses Restitution and Community Service to help youth repair the harm. Impact evaluations of community service outcomes have demonstrated that community service has 'performed well' in achieving a variety of impacts, including a reduction in recidivism."</p>	Mediation / Sentencing Circles (Teen Court) Not services that have a SPEP Type)	N/A	N/A
HIGHTS - Inside-Out /CORE +	<input type="checkbox"/> Service <input type="checkbox"/> Structure	(See Components Below)			
CORE Restitution & Community Service	<input checked="" type="checkbox"/> Service <input type="checkbox"/> Structure	<p>restorative justice and restitution, conflict resolution and development of interpersonal and resistance skills because research has shown that skill acquisition is a key step in addressing juvenile justice behaviors especially substance abuse issues.</p>	Restitution / Community Service	None	
Inside-Out	<input type="checkbox"/> Service <input type="checkbox"/> Structure	<p>Pacesetters Adventures takes place in an outdoor setting using experiential activities to help youth improve self-concept, communication and teamwork. Both Dr. Lipsey and others found</p>	Interpersonal Skill Building	Program does not have a SPEP as the program design is not similar enough to other skill building programs in the research	N/A
Pacesetters Adventures, Skill Building Program	<input checked="" type="checkbox"/> Service <input type="checkbox"/> Structure		Interpersonal Skill Building	None	Advisory Score Only due to fewer than 10 youth served.

Program Enhancement Plan (PEP)

Program/Component:	HIGHTS Inc. Restorative Justice Mediation
Brief Description:	A restorative justice program focused on identifying needs, mediation conflict, and providing an opportunity for youth who have caused harm to understand the impact of their behaviors. (SPEP is NOT applicable to this program type.)

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service					
Qualifying Supplemental Service	-	N/A			
Quality of Service Delivery	13	<p>Staff Training (Q of S Score 3) Clarify staff training requirements.</p> <p>NCALLIES DATA (Q of S Score 2) Refine NCALLIES Data entry timeliness.</p>	<p>RJ program will implement annual, semi-annual, and monthly training schedules. Implemented training will be specific to Restorative Justice programming options.</p> <p>RJ program managers will continue to improve their process of NCALLIES data entry to ensure timeliness and accuracy per the JCPC/contractual parameters.</p>	<p>Program Manager/Executive Director</p> <p>Program Manager/Executive Director</p>	<p>Required supplemental/follow-on trainings have been identified and consolidated into a list in order to create and implement an annual RJ training continuum.</p> <p>Program supervisors have reviewed JCPC/Contractual parameters and protocols with coordinators and have implemented strategies and procedures to ensure NCALLIES data entry timeliness and accuracy.</p>
Amount of Service: Duration and Contact Hours	-	N/A			
Risk Level of Youth	-	N/A			
Total SPEP Score POP	N/A				

This Plan is approved by:

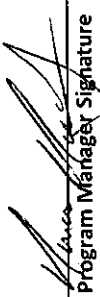

Program Manager Signature	Date	JCPC Chair Signature	Date
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Program Enhancement Plan (PEP)

Program/Component: HIGHTS Inc (CORE Program)

Brief Description: A community service/restoration program in which clients participate in community-based service projects that foster community engagement and promote positive social skill building.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service	15	Transition of Care	Staff will develop a system of tracking on the termination form, recommended follow-on services for after care and supplementary services provided while in the program.	Program Manager/Executive Director	In process: Program managers have refined the termination form to include recommended follow-on services and supplemental services received in program (ie. SUPE, HOP, RT, RJ, WIOA, TS)
Qualifying Supplemental Service	16	Program Evaluation	Staff will create and implement caregiver surveys. Surveys to be Collected and analyzed semesterly to identify areas of efficacy and areas of desired improvement as perceived by client's caregiver(s).	Program Manager/Executive Director	In process: Caregiver surveys have been created and the finalized protocol is in review.

Amount of Service: Duration and Contact Hours	10	Improve duration and contact hour accuracy	Staff will review and receive additional training on JCPC/Contractual program requirements.	Program Manager/Executive Director	In Process: Program managers have received additional training and reviewed the updated JCPC manual requirements.
Risk Level of Youth	20				
Total SPEP Score	61	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Program Manager Signature </div> <div style="text-align: center;"> 2-14-24 Date </div> <div style="text-align: center;">  JCPC Chair Signature </div> <div style="text-align: center;"> 2/14/24 Date </div> </div>			

This Plan is approved by:


Program Enhancement Plan (PEP)

Program/Component: HIGHTS Inc. Inside Out
Brief Description: An alternative to suspension, skill-building, day program that focuses on repairing harm, skill-building, and community reintegration through an evidence-based curriculum. (SPEP is NOT applicable to this program type.)


Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service					
Qualifying Supplemental Service					
Quality of Service Delivery	13	<p>Program Evaluation</p> <p>Transition of Care</p>	<p>Staff will create and implement caregiver surveys. Surveys to be collected and analyzed semestery to identify areas of efficacy and areas of desired improvement as perceived by client's caregiver(s).</p> <p>Staff will develop and implement a system of recommending internal follow-on services for clients upon program completion.</p>	<p>Program Manager/Executive Director</p> <p>Program Manager/Executive Director</p>	<p>In process: Caregiver surveys have been created and the finalized protocol is in review.</p> <p>In process: Program managers continue to refine the process of recommending internal-follow services for clients upon program completion (Restorative Justice, HOP, SUPE, etc.)</p>

Amount of Service: Duration and Contact Hours	-	-	-	-	-
Risk Level of Youth	-	-	-	-	-
Total SPEP Score					
POP					

This Plan is approved by:


Program Manager Signature

2-14-24
Date


JCPC Chair Signature

2/14/24
Date

Program Enhancement Plan (PEP)

Program/Component: HIGHTS Inc. Teen Court/Sentencing Circles

Brief Description: A restorative justice program focused on identifying needs, mediation conflict, and providing an opportunity for youth who have caused harm to understand the impact of their behaviors. (SPEP is NOT applicable to this program type.)

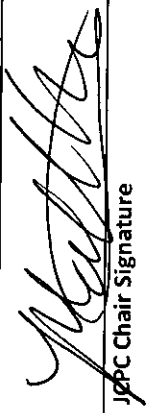
Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service					
Qualifying Supplemental Service	-	N/A			
Quality of Service Delivery	13	<p>Staff Training (Q of S Score 3) Clarify staff training requirements.</p> <p>NCALLIES DATA (Q of S Score 2) Refine NCALLIES Data entry timeliness.</p>	<p>RJ program will implement annual, semi-annual, and monthly training schedules. Implemented training will be specific to Restorative Justice programming options.</p> <p>RJ program managers will continue to improve their process of NCALLIES data entry to ensure timeliness and accuracy per the JCPC/contractual parameters.</p>	<p>Program Manager/Executive Director</p> <p>Program Manager/Executive Director</p>	<p>Required supplemental/follow-on trainings have been identified and consolidated into a list in order to create and implement an annual RJ training continuum.</p> <p>Program supervisors have reviewed JCPC/Contractual parameters and protocols with coordinators and have implemented strategies and procedures to ensure NCALLIES data entry timeliness and accuracy.</p>

Amount of Service: Duration and Contact Hours	-	N/A			
Risk Level of Youth	-	N/A			
Total SPEP Score		N/A			
POP					

This Plan is approved by:


Program Manager Signature

2-14-24
Date


JOPC Chair Signature

2/14/24
Date

Program Enhancement Plan (PEP)

Program/Component:	HIGHTS Inc. Restorative Justice Mediation
Brief Description:	A restorative justice program focused on identifying needs, mediation conflict, and providing an opportunity for youth who have caused harm to understand the impact of their behaviors. (SPEP is NOT applicable to this program type.)

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service					
Qualifying Supplemental Service	-	N/A			
Quality of Service Delivery	13	<p>Staff Training (Q of S Score 3) Clarify staff training requirements.</p> <p>NCALLIES DATA (Q of S Score 2) Refine NCALLIES Data entry timeliness.</p>	<p>RJ program will implement annual, semi-annual, and monthly training schedules. Implemented training will be specific to Restorative Justice programming options.</p> <p>RJ program managers will continue to improve their process of NCALLIES data entry to ensure timeliness and accuracy per the JCPC/contractual parameters.</p>	<p>Program Manager/Executive Director</p> <p>Program Manager/Executive Director</p>	<p>Required supplemental/follow-on trainings have been identified and consolidated into a list in order to create and implement an annual RJ training continuum.</p> <p>Program supervisors have reviewed JCPC/Contractual parameters and protocols with coordinators and have implemented strategies and procedures to ensure NCALLIES data entry timeliness and accuracy.</p>

Amount of Service: Duration and Contact Hours	-	N/A			
Risk Level of Youth	-	N/A			

Total SPEP Score	N/A
POP	

This Plan is approved by:

[Signature]
Program Manager Signature

2-24-24
Date

[Signature]
JRPC Chair Signature

2/14/24
Date

Program Enhancement Plan (PEP)

Program/Component:	Pacesetters Adventures
Brief Description:	Pacesetters Adventures is an interpersonal and social skills development program that engages youth in experiential activities such as climbing, hiking, camping, team building and self-expression by art. Skills and concepts are woven into the activities to help juveniles improve self-concepts, communication and teamwork.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	
Primary Service	15				
Qualifying Supplemental Service	5	Social Skills Training (Group 3)			
Quality of Service Delivery	16	Improve programming manuals. Create policy and procedures for staff evaluation and training. Continue to improve on evaluation techniques for day to day programming.	Continue to improve on policies for addressing time periods in which trainings should be completed. Compile and complete a comprehensive programming manual that will consist of lessons and initiatives that pair. Create a policy that requires staff to give written debriefs on programming activities	Board of Directors/ Executive Director/ Adventure Leaders	
Amount of Service: Duration and Contact Hours	20	Target Weeks Met- 100%	Target Hours Met- 100%	Strive at intake to determine whether or not the youth being admitted is a good fit for the program. If it is a school referral, extra hours will be obtained by additional planned adventure trips.	Adventure Leaders/ Executive Director
Risk Level of Youth	12	Risk Tier 1- 33% Risk Tier 2- 33%	Advisory Score only due to non-adequate number of terminations		
Total SPEP Score	68				
POP	80%				

This Plan is approved by:

Program Manager Signature	Date	JCPC Chair Signature	Date
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JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

2-Year Funding: FY 2023-2024 and FY 2024-2025

Membership

- | | |
|---|------------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? | <u>Yes</u> |
| B. Are members appointed for two-year terms and are those terms staggered? | <u>Yes</u> |
| C. Is membership reflective of social-economic and racial diversity of the community? | <u>Yes</u> |
| D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | <u>No</u> |

If not, which positions are vacant and why?

The following positions are not filled: The local police department appointee, two youth under Age of 21/public representing families, Representative United Way/non-profit, health department designee, and two County Commissioner Appointee positions. We will continue to work towards filling these positions. The JCPC is waiting on a response for designees to fill the police and health department slots.

Organization

- | | |
|---|----------------|
| A. Does the JCPC have written Bylaws? | <u>Yes</u> |
| B. Bylaws are | <u>On file</u> |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | <u>Yes</u> |
| D. Does the JCPC have written policies and procedures for funding and review? | <u>Yes</u> |
| E. These policies and procedures | <u>On file</u> |
| F. Does the JCPC have officers and are they elected annually? | <u>Yes</u> |

Meetings

- | | |
|--|------------|
| A. JCPC meetings are considered open and public notice of meetings is provided. | <u>Yes</u> |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | <u>Yes</u> |
| C. Does the JCPC meet six (6) times a year at a minimum? | <u>Yes</u> |
| D. Are minutes taken at all official meetings? | <u>Yes</u> |
| E. Are minutes distributed prior to or during subsequent meetings? | <u>Yes</u> |

Planning

- | | |
|--|------------|
| A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? | <u>Yes</u> |
| B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS? | <u>Yes</u> |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? | <u>Yes</u> |

Public Awareness

- | | |
|--|------------|
| A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members?
<input checked="" type="checkbox"/> RFP, Distribution List, and Advertisement attached | <u>Yes</u> |
| B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? | <u>Yes</u> |

No Overdue Tax Debt

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	TBD	Social Worker	<input checked="" type="checkbox"/>	White	Female
2) Chief of Police or designee					
3) Local Sheriff or designee	Officer Anthony Zari	Detective, Macon County Sheriff's Office	<input checked="" type="checkbox"/>	White	Male
4) District Attorney or designee	Jason Arnold	Assistant DA	<input checked="" type="checkbox"/>	White	Male
5) Chief Court Counselor or designee	Dusty Snider	Chief Court Counselor		White	Male
6) Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee	Summer Murray	Designee	<input checked="" type="checkbox"/>	White	Female
7) Director DSS or designee					
8) County Manager or designee	Stacey Jenkins	CPS Supervisor	<input checked="" type="checkbox"/>	White	Female
9) Substance Abuse Professional	Dana Mills	Therapist		White	Female
10) Member of Faith Community	Dr. David M. Ramsey III, MD	Deacon at St. Francis Catholic Church		White	Male
11) County Commissioner	Gary Shields	Commissioner		White	Male
12) A Person Under the Age of 21					
13) A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles					
14) Juvenile Defense Attorney					
15) Chief District Judge or designee	Brad Renegar	NCGAL	<input checked="" type="checkbox"/>	White	Male
16) Member of Business Community	Tyler Wolfe	Drake Enterprises		White	Male
17) Local Health Director or designee					
18) Rep. United Way/other non-profit					
19) Representative/Parks and Rec	Seth Adams	Director		White	Male
20) County Commissioner appointee	Becca Swanger	Blue Ridge Health / Meridian		White	Female
21) County Commissioner appointee	Brian Vogl	NCHHS		White	Male
22) County Commissioner appointee	Jessica Ebersohl	Youth Villages		White	Female
23) County Commissioner appointee	Matt Ramsey	Court Counselor		White	Male
24) County Commissioner appointee	Susan Waldorf	HR Office Assistance		White	Female
25) County Commissioner appointee					
26) County Commissioner appointee					

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level?

Yes

Briefly outline the plan for correcting any areas of standards non-compliance.

The JCPC is working to fill vacant positions and has added several new members for recent vacancies.

SECTION VI: BUDGET NARRATIVE

JCPC Administration		Fiscal Year	FY 24-25
Item #	Justification	Expense	In Kind Expense
190	Contract for JCPC Clerk (\$100 x twelve months = \$1200)	\$1,200	
220	Lunch for JCPC meetings including May recognition meeting (6 meetings at approximately 179.66 per meeting)	\$1,075	
TOTAL		\$2,275	\$0

Job Title	Annual Expense Wages	Annual In Kind Wages
TOTAL		

SECTION VII: BUDGET NARRATIVE LINE ITEM SUMMARY

Program:	JCPC Administration		
Fiscal Year:	FY 24-25	Number of Months:	12

	Cash	In Kind	Total
I. Personnel Services	\$1,200		\$1,200
120 Salaries & Wages			\$0
180 Fringe Benefits			\$0
190 Professional Services*	\$1,200		\$1,200
*Contracts MUST be attached			
II. Supplies & Materials	\$1,075		\$1,075
210 Household & Cleaning			\$0
220 Food & Provisions	\$1,075		\$1,075
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials			\$0
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services			\$0
310 Travel & Transportation			\$0
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services			\$0
IV. Fixed Charges & Other Expenses			\$0
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding			\$0
490 Other Fixed Charges			\$0
V. Capital Outlay			\$0
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
Total	\$2,275	\$0	\$2,275

**MACON County Juvenile Crime Prevention Council
Request for Proposals**

\$113,126

30%

February 10, 2023

Anticipated Annual Allocation

Required Local Match Rate

Date Advertised

The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in this county and hereby publishes this Request for Proposals. The JCPC anticipates funds from the NC Dept. of Public Safety Juvenile Justice and Delinquency Prevention in the amount stated above to fund the program types specified below. Such programs will serve delinquent and at-risk youth for the state fiscal year 2023-2024 beginning on, or after, July 1, 2023. The use of these funds in this county require a local match in the amount specified above. The county can approve programs for 1 or 2 year funding awards, dependent on county approval and programs meeting all requirements.

Based on identified needed programs and possible gaps in the service continuum, the following program types will be considered for funding:

Tutoring / Educational Services Experiential Skills Interpersonal Skills Restitution / Community Service	Runaway Shelter / Temporary Shelter Care Enhanced Mental Health Services (for uninsured and underinsured clients	Restorative Justice Services / Teen Court
---	---	--

Proposed program services should target the following risk factors for delinquency or repeat delinquency:

Lack of prosocial peers, aggressive behavior, history of prior complaints, serious school behavior problems, or substance use / abuse.

Proposed services should address the following concerns as reported in the Youth Assessment Screening Instrument (YAS) for adjudicated youth:

Peer Domain: Negative Peer relationships

Individual Domain: Physical health, substance use/abuse, dangerous sexual practices, victimization by caregiver

Family Domain: Conflict within the home, parental supervision, family criminal history, family alcohol/drug use,

School Domain: Low academic achievement, serious school behavior problems

Applicants are being sought that are able to address items below:

1. Program services compatible with research that are shown to be effective with juvenile offenders.
2. Program services are outcome-based.
3. The program has an evaluation component.
4. Program services detect gang participation and divert individuals from gang participation.
5. Awareness of and sensitivity to Racial Ethnic Disparity that exists in the County.
6. Programs are encouraged to provide effective programming that includes restorative justice practices.

Only local public agencies, 501c3 non-profit corporations and local housing authorities will be considered for funding.

In order to apply for FY 2023-2024 JCPC funding, you must complete and submit your application online by accessing NC ALLIES. Please read and follow all instructions at: <https://cp.ncdjjdp.org/CP>

Additional self-help videos on the NC ALLIES webpage are available by clicking on the HELP tab.

Private non-profits are also required to submit, by uploading in NC ALLIES, the following:

- 1) No Over Due Tax form, 2) DPS Conflict of Interest Statement,
- 3) Agency Conflict of Interest Policy, and 4) Proof of 501(c)(3) status. (#1 & #2 are available at the above link.)

NEW Applicants are required to attend an Applicant Orientation. The next one is scheduled for February 22, 2023 at 12:30 pm via Webex. Please contact Area Consultant to register.

Patricia Clark, Clerk to Macon JCPC at Macon Prog. for Progress

JCPC Chairperson / or Designee

828-524-4471 ext. 306

Telephone #

For further information or other technical assistance about applying for JCPC funds in this county or about the program application orientation, contact:

Lorraine Williams, DPS Area Consultant at **828-405-4056** or at lorraine.williams@ncdps.gov

Application deadline: Thursday, March 31, 2023 by 5 pm. (Email or deliver) to: pclark@macojhs.org

For more information, contact:
Patricia Clark, Clerk to JCPC
Macon County
828-524-4471 ext 306
pclark@mppnhc.org

FOR IMMEDIATE RELEASE

Proposals sought for services to court-involved youth

The Macon County Juvenile Crime Prevention Council (JCPC) is seeking proposals to provide services to Juvenile Court-involved youth in Macon County.

The JCPC anticipates funds from the North Carolina Department of Public Safety (DPS) in the amount of \$113,126. The funds require a 30 % local match. Qualified programs will serve delinquent and at-risk youth for the state fiscal year 2023-24 beginning on July 1. Local public agencies, 501c 3 nonprofit corporations and local housing authorities are invited to submit applications for programs that address the following elements:

- ◆ The programs offered should provide one or more of the following services: Tutoring/Educational support, Experiential Skills (including life skills), Interpersonal Skills, Restitution/Community Service, Enhanced Mental Health Services (for uninsured or underinsured clients), Runaway Shelter or Temporary Shelter Care, Restorative Services-Teen Court.
- ◆ The program targets one or more of the following known risk factors for juvenile delinquency and repeat delinquency: lack of prosocial peers, aggressive behavior, history of prior complaints, serious school behavior problems, or substance use/abuse
- ◆ The program addresses one or more of the following concerns as reported in a YASI Assessment for Court-Involved Youth: negative peer relationships, physical health(including tobacco use), substance use/abuse, youth with history of prior complaints, dangerous sexual practices, victimization by caregiver, conflict within the home, parental supervision skills, family criminal history, family alcohol/drug use, low academic achievement, serious school behavior problems, truancy.

The deadline for applications is 5 p.m. on Friday, March 31, 2023. In order to apply for FY 2023-2024 JCPC funding, you must complete and submit your application online by accessing NC ALLIES. **NEW Program Applicants are required to attend an Orientation.** Please contact Area Consultant to schedule. Instructions are available at the following link - <http://www.ncdps.gov/Juvenile-Justice/Community-Programs/Juvenile-Crime-Prevention-Councils/Program-Agreement-Information>

For questions, please contact Patricia Clark, Clerk to Macon County JCPC at Macon Program for Progress, 350 Orchard View Drive, Franklin, NC 28734; Phone 828 524-4471 ext 306; Email pclark@mppnhc.org

For more information, technical assistance, or inquiring about grant writing workshops in your area, contact Lorraine Williams, Program Consultant, at 828-296-4661.

Williams, Lorraine

From: Pat Clark <pclark@mppnhc.org>
Sent: Thursday, February 16, 2023 12:42 PM
To: Pat Clark; paticlark@yahoo.com; 'Marci Holland'; 'Stacey Jenkins'; 'Gary Shields'; Vogl, Brian; Gentry, Lindsey; erin.cooke@youthvillages.org; Susan Waldorf; valori@pacesettersadventures.org; marcus@hights.org; Ramsey, Matthew; Candace.burton@meridianbhs.org; Snider, Dusty; Williams, Lorraine; Renegar, David B; Aiken, Beneth F; Kara Long; Dills, Sharon; amy.barnes@vayahealth.com; Becca Swanger; paul@hights.org; Iross@mountainprojects.org; Sheena Ledford; Matt Draughon; Iross@mountainprojects.org; tylerwolf11@yahoo.com; Jessica.Ebersohl@YouthVillages.org; Karcher, Bridget; gabrielle@hights.org; brookew@hights.org; Karen Lee; Younce, William R
Subject: [External] Press release and RFP
Attachments: 2023 JCPC Press Release - Funds available.docx; DRAFT Macon RFP _FY 23-24.docx
Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [Report Spam](#).

Good afternoon.

Press release was sent today to the Franklin Press. The original RFP (even though it says Draft Macon RFP) was posted February 10, 2023 at the court house.

Patricia Clark
Self Sufficiency Coach
Macon Program for Progress

CONTRACT FOR CLERICAL SUPPORT SERVICES

This Contract for Professional Services is entered into by and between **Macon County Juvenile Crime Prevention Council**, (*hereinafter referred to as the Agency*), and **Patricia Clark**, (*hereinafter referred to as the Contractor*).

The Agency and the Contractor do mutually agree as follows:

1. Term of Agreement. This agreement shall become effective **7/1/2024** and shall terminate **6/30/2025**. This contract may be terminated by either party by providing a thirty-day written notice to the other party.

2. Payment to Contractor. Agency and Contractor agree upon these rates as reimbursed fees: the services will be delivered at the rate of \$100 per month, not to exceed \$1200 for the term of this contract. The Contractor must submit a monthly request for reimbursement to the Agency (County Finance) documenting the actual time worked.

3. Funding. All terms and conditions of this Contract are dependent upon and subject to the allocation of funds for the purpose set forth in this Contract, and this Contract shall automatically terminate if funds cease to be available. The terms of the contract are limited to the availability of the JCPC funds which have been allocated for that purpose.

4. Taxes. The Contractor shall be considered an independent Contractor and as such shall be responsible of all taxes.

5. Responsibilities of Contractor. The Contractor hereby agrees to provide the following services in a manner satisfactory to the Agency, within the stated time frames, and to provide all needed equipment and materials for the completion of the clerical tasks.

- A. Arrange meeting location, food and billing for monthly JCPC meetings. Deliver bill to County Finance for payment within 3 business days.
- B. Post public notice of meetings in appropriate locations in the county (at least 4 times per year), and post any change in date, time or location at least 1 week before meeting.
- C. Maintain a current list of members and attendees and their contact information.
- D. Attend and take minutes at each meeting. Send out by email the meeting minutes and reminder of next meeting to all members and attendees 5-7 days in advance of upcoming meeting.
- E. Support Chairperson by typing, printing, copying documents for meetings and for submission to DPS (such as agenda, minutes, handouts, monitoring reports, conflict of interest forms, County Funding Plan and other plan documents).
- F. Assist Chairperson in program agreement and revision process by:
 - a. Communicating deadlines and gathering documents from providers,
 - b. Notifying chairperson when agreements are ready for review & signature,
 - c. Obtaining County Finance or Commissioner Chair signature, and
 - d. Mailing documents to Area Consultant when signed.
- G. Assist Council Committees by attending and taking minutes as requested, and by organizing date for planning for compilation into County Plan.

Program Administrator or Authorized Agent Name and Title:	Matthew Ramsey, Chairperson of Macon JCPC		
(Agency)	Juvenile Court Counselor		
Mailing Address:	5 W. Main St		
	Franklin, NC 28734		
Signature of Administrator:		Date:	
Contractor Name:			
(Contractor)	Patricia Clark		
Mailing Address:	289 Belmont Drive		
	Franklin, NC 28734		
Signature of Contractor:		Date:	
Contractor Social Security Number:	-	-	1166

MACON COUNTY, NORTH CAROLINA
ORDINANCE AMENDING
Fiscal Year 2023-2024 Budget

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

SECTION 1. The following amounts are hereby appropriated in the General Fund for the operation of the county government and its activities for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for this county:

Governing Board	\$ 572,030
Administration	633,967
Finance	781,293
Tax Supervision	843,049
Mapping	225,275
Tax Assessment	564,416
Legal	130,000
Human Resources	405,801
Board of Elections	414,222
Register of Deeds	389,592
Information Technology	5,104,617
Garage	473,139
Buildings & Grounds	2,886,749
Sheriff	1,205,120
Crime Prevention	2,281,441
Support & Professional Regulations	2,174,218
NC Forest Service Contract	90,820
Investigations	1,170,094
School Resource Officers	1,027,316
Detention Center	3,555,090
Permitting, Planning, and Development	849,866
Emergency Medical Service	5,354,743
Emergency Management Services	2,046,999
E911 Addressing	181,939
Fire Task Force	335,825
Animal Control	431,714
Airport	78,650
Economic Development	1,312,036
Cowee School	48,375
Transit Services	3,021,609
Soil Conservation	780,852
Cooperative Extension	300,994
Health Department	8,119,699
Social Services	6,690,989
Mental Health/Handicapped	168,993
Juvenile Crime Prevention Council	146,382
Veterans Services	168,931
Senior Services	1,154,475
Library Services	1,131,310
Recreation	2,357,608
Education	14,674,202
Transfers to other funds	5,631,806
Special Appropriations	191,000
Non-Departmental	<u>1,518,755</u>
 Total Appropriations	 \$ 81,626,001

SECTION 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Tax Collections	\$	34,864,836
Gross Receipts Tax		42,000
Local Option Sales Tax		14,133,859
Payments in Lieu of Taxes		418,000
Service Fees		3,899,172
Health Programs		3,857,089
JCPC Grants		113,126
Social Services Revenues		4,354,183
Transit Services Grants & Fees		2,054,789
Veterans Affairs		2,200
Senior Services Revenues & Fees		501,157
Recreation Fees		53,000
Interest Earnings		3,688,277
Rentals		63,000
ABC Funds		17,000
Miscellaneous Income		296,516
Fund Balance Appropriated		6,302,257
Grants		1,141,637
Transfers from other funds		2,463,903
Other Financing Sources-Leases and SBITAs		<u>3,360,000</u>
Total Estimated Revenues	\$	81,626,001

SECTION 3. The following amounts are hereby appropriated in the Debt Service Fund for the payment of principal and interest on the outstanding and anticipated debt of the county and the fees relating thereto for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Principal payments	\$	2,727,274
Interest payments		783,411
Issuance costs		-
Debt service reserve		<u>2,716,039</u>
Total Appropriations	\$	6,226,724

SECTION 4. It is estimated that the following revenues will be available in the Debt Service Fund for fiscal year beginning July 1, 2023, and ending June 30, 2024:

Transfer from General Fund	\$	2,077,634
Transfer from Schools Capital Reserve Fund		3,650,260
Subsidy Refunds		163,034
Town of Franklin		35,796
Lottery		300,000
Interest		-
Premium on bonds		<u>-</u>
Total Estimated Revenues	\$	6,226,724

SECTION 5. The following amounts are hereby appropriated in the Schools Capital Reserve Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Transfer to Debt Service Fund	\$	<u>3,650,260</u>
Total Appropriations	\$	3,650,260

SECTION 6. It is estimated that the following revenues will be available in the Schools Capital Reserve Fund for the year beginning July 1 2023, and ending June 30, 2024:

Local Option Sales Tax/Interest Earnings	\$	<u>3,650,260</u>
Total Estimated Revenues	\$	3,650,260

SECTION 7. The following amounts are hereby appropriated in the Fire District Tax Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Franklin	\$	1,265,456
Clarks Chapel		377,016
Otto		539,465
Cullasaja		356,303
West Macon		347,793
Scaly Mountain		165,532
Burningtown/lotla		276,525
Cowee		365,048
Nantahala		245,549
Highlands		1,129,729
Mountain Valley		<u>147,436</u>
Total Appropriations	\$	5,215,852

SECTION 8. It is estimated that the following revenues will be available in the Fire District Tax Fund for fiscal year July 1, 2023 - June 30, 2024. The following tax rates, based upon the various estimated collections rates, are hereby levied for the Fire Tax Districts for the fiscal year beginning July 1, 2023, and ending June 30, 2024. Rates are per \$100 of assessed valuation of taxable property.

Fire District	Tax Rate	Levy	Estimated Collection Rate
Franklin	0.0524	\$ 1,211,456	98.44%
Clarks Chapel	0.0538	359,016	98.32%
Otto	0.0690	517,465	98.27%
Cullasaja	0.0480	344,303	98.74%
West Macon	0.0487	336,793	99.17%
Scaly Mountain	0.0418	161,532	99.62%
Burningtown/lotla	0.0782	267,525	98.37%
Cowee	0.0780	347,048	98.35%
Nantahala	0.0487	236,549	97.82%
Highlands	0.0191	1,113,729	99.62%
Mountain Valley	0.0839	143,436	98.38%
Prior Year Taxes		<u>177,000</u>	
Total Estimated Revenues		\$ 5,215,852	

SECTION 9. The following amounts are hereby appropriated in the Emergency 911 Surcharge Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

911 Program	\$	892,174
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SECTION 10. It is estimated that the following revenues will be available in the Emergency 911 Surcharge Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

911 Revenues	\$	595,598
Interest Earnings	\$	6,000
Fund Balance Appropriated		<u>290,576</u>
Total Estimated Revenues	\$	892,174

SECTION 11. The following amounts are hereby appropriated in the Solid Waste Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Solid Waste Operations	\$	7,380,919
Transfers to Closure/Post closure Reserve		<u>482,459</u>
Total Appropriations	\$	7,863,378

SECTION 12. It is estimated that the following revenues will be available in the Solid Waste Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Landfill Fees	\$	3,000,000
Tipping Fees		2,035,750
Recycling Sales		300,000
State Reimbursements		132,400
Other Revenues		102,428
Fund balance appropriated		2,134,466
Transfer from American Rescue Plan Fund		<u>158,334</u>
Total Estimated Revenues	\$	7,863,378

SECTION 13. The following amount is appropriated in the Old Sites Closure/Post-Closure Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Post-Closure Expenditures	\$ 101,359
Total Appropriations	\$ 101,359

SECTION 14. It is estimated that the following revenue will be available in the Old Sites Closure/Post-Closure Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Transfer from Solid Waste Fund	\$ 101,359
Total Estimated Revenues	\$ 101,359

SECTION 15. The following amounts are appropriated in the Cell I Closure/Post-Closure Reserve Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Closure Reserve/Closure Costs	\$ 313,500
Post-Closure Reserve	2,500
Remediation Reserve	<u>65,100</u>
Total Appropriations	\$ 381,100

SECTION 16. It is estimated that the following revenues will be available in the Cell I Closure/Post-Closure Reserve Fund for fiscal year beginning July 1, 2023, and ending June 30, 2024:

Transfer from Solid Waste Fund/Fund Balance Appropriated	\$ 381,100
Total Estimated Revenues	\$ 381,100

SECTION 17. The following amount is appropriated in the Self-Insured Health Insurance Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Insurance Claims/Premium/Administration	\$ 5,144,782
Total Appropriations	\$ 5,144,782

SECTION 18. It is estimated that the following revenues will be available in the Self-Insured Health Insurance Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Contributions from Other Funds	\$ 4,999,792
Cobra/Retirees Contributions	53,201
Interest Earnings	30,033
Transfer from general fund	61,756
Fund balance appropriated	<u>-</u>
Total Estimated Revenues	\$ 5,144,782

SECTION 19. The following amounts are appropriated in the Federal/State Forfeiture Fund (fund 22) for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Federal Forfeiture Expenditures	\$ -
State Forfeiture Expenditures	<u>5,009</u>
Total Appropriations	\$ 5,009

SECTION 20. It is estimated that the following revenues will be available in the Federal/State Forfeiture Fund (fund 22) for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Federal Forfeiture Revenues/Fund Balance Appropriated	\$ -
State Forfeiture Revenues/Fund Balance Appropriated	<u>5,009</u>
Total Estimated Revenues	\$ 5,009

SECTION 21. The following amount is appropriated in the Economic Dev. Reserve Fund (fund 20) for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Capital Reserve/Transfer to general fund	\$	-
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SECTION 22. It is estimated that the following revenue will be available in the Economic Dev. Reserve Fund (fund 20) for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Fund balance appropriated/transfer from general fund	\$	-
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SECTION 23. The following amount is appropriated in the Occupancy Tax Fund (fund 28) for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Occupancy Tax	\$	2,372,266
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SECTION 24. It is estimated that the following revenue will be available in the Occupancy Tax Fund (fund 28) for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Occupancy Tax Collections	\$	2,372,266
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SECTION 25. The following amount is appropriated in the Representative Payee Funds for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Representative Payee Funds Expenditures	\$	282,000
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SECTION 26. It is estimated that the following revenue will be available in the Representative Payee Funds for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Representative Payee Funds Revenues	\$	282,000
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SECTION 27. The following amount is appropriated in the Fines and Forfeitures Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Fines and Forfeitures Expenditures	\$	600,000
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SECTION 28. It is estimated that the following revenue will be available in the Fines and Forfeitures Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Fines and Forfeitures Revenues	\$	600,000
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SECTION 29. The following amount is appropriated in the Deed of Trust Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Deed of Trust Expenditures	\$	70,000
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SECTION 30. It is estimated that the following revenue will be available in the Deed of Trust Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Deed of Trust Revenues	\$	70,000
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SECTION 31. The following amount is appropriated in the Relief Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Relief Fund Expenditures	\$	-
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SECTION 32. It is estimated that the following revenue will be available in the Relief Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Relief Fund Revenues	\$	-
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SECTION 33. The following amount is appropriated in the American Rescue Plan Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Expenditures/Transfers to other funds	\$	-
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SECTION 34. It is estimated that the following revenue will be available in the American Rescue Plan Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

American Rescue Plan Revenues	\$	-
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SECTION 35. The Board of County Commissioners hereby levies a tax at the rate of 27 cents per one hundred dollars (\$100.00) valuation of property listed as of January 1, 2023, for the purpose of raising revenue included in "Tax Collections" in the General Fund in Section 2 of this ordinance.

This rate of tax is based upon an estimated total valuation of property for the purpose of taxation of \$12,825,780,728 and an estimated collection rate of 98.94% for real/personal and 100% for motor vehicles.

SECTION 36. The Board of County Commissioners hereby levies a per unit assessment fee for the fiscal year beginning July 1, 2023, and ending June 30, 2024, on solid waste disposal based upon the following schedule:

Residential Household/Mobile Home	\$	108.00
Commercial Buildings	\$	108.00

The Board of Commissioners authorizes the assessment amount to be printed on the Macon County Property Tax statement. The assessment is authorized to be collected in the same manner as property tax.

SECTION 37. The Board of Commissioners hereby levies a charge of \$66.00 per ton for non-residential tipping fees for demolition and commercial waste. A charge of \$10.00 per ton is levied for Materials Useful and a charge of \$35.00 per ton is levied for brush and stumps. A charge of \$12.50 per ton is levied for Highlands transfer fee to Macon County Landfill.

SECTION 38. The County Manager and/or Finance Director are hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- a) The Finance Director may transfer amounts between objects of expenditure within a department or between revenue line items.
- b) The County Manager may transfer amounts between departments.
- c) The funding for approved reclassifications may be transferred from the budgeted reserve with the approval of the County Manager.
- d) No revenues may be increased, no funds may be transferred from the Contingency account in the General Fund, and no transfers may be made between funds unless formal action is taken by the Board of Commissioners.

SECTION 39. The County Manager is hereby authorized to accept grant funding which has been previously approved for application by the Board of Commissioners, including any local match involved. The County Manager is authorized to execute any resulting grant documents. Also, the County Manager is authorized to enter into contracts for purchases of apparatus, supplies, materials, or equipment as described in G.S. 143-129(a) up to the limits stated therein for informal bidding which are within budgeted appropriations. The County Manager is authorized to enter into routine service contracts in the normal course of county operations within budgeted appropriations. Change Orders for capital project contracts previously approved by the Board of Commissioners may be approved by the County Manager up to the informal bidding limits referred to above, provided that sufficient funding is available. All contracts authorized by this ordinance are approved for signature by the Chairman of the Board of County Commissioners, the County Manager, and/or the Clerk to the Board of Commissioners as appropriate.

SECTION 40. Copies of this Budget Ordinance shall be furnished to the Clerk to the Board of Commissioners and to the Budget Officer and Finance Director to be kept on file by them for their direction in the disbursement of funds.

Adopted this 11th day of June 2024.

Gary Shields
Chairman, Board of Commissioners

Derek Roland
Clerk to the Board of Commissioners

**MACON COUNTY, NORTH CAROLINA
GRANT PROJECT ORDINANCE
AMENDMENT
HOUSING ADMINISTRATION**

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

SECTION 1. The project authorized is Housing Administration and premium pay funded by miscellaneous revenues and transfers from the general fund and the American Rescue Plan Act (ARPA) fund.

SECTION 2. The officers of this unit are hereby directed to proceed with the grant project within the requirements of G.S. 159-26 and the budget contained herein.

SECTION 3. The following amounts are appropriated for the project:

Housing Administration	\$1,752,074
Premium Pay	<u>48,056</u>
Total	\$1,800,130

SECTION 4. The following revenues are anticipated to be available to complete the project:

Transfers from general fund & misc. revenues	\$1,727,227
Transfers from ARPA fund	<u>72,903</u>
Total	\$1,800,130

SECTION 5. The Finance Director is hereby directed to maintain within the grant project fund sufficient specific detailed accounting records to satisfy the requirements of G.S. 159-26.

SECTION 6. Copies of this grant project ordinance shall be furnished to the County Manager and the Finance Director for direction in carrying out this project.

ADOPTED this 11th day of June 2024.

Gary Shields, Chairman
Board of Commissioners

**MACON COUNTY, NORTH CAROLINA
GRANT PROJECT ORDINANCE AMENDMENT**

**DUKE ENERGY INCOME QUALIFIED WEATHERIZATION PROGRAM
DIRECT REIMBURSEMENT**

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

SECTION 1. The project authorized is the Duke Energy Income Qualified Weatherization Program - Direct Reimbursement administered through the NC Community Action Association.

SECTION 2. The officers of this unit are hereby directed to proceed with the grant project within the requirements of G.S. 159-26 and the budget contained herein.

SECTION 3. The following amounts are appropriated for the project:

Weatherization Projects	<u>\$400,394</u>
Total	\$400,394

SECTION 4. The following revenues are anticipated to be available to complete the project:

DEC WX Funds	<u>\$400,394</u>
Total	\$400,394

SECTION 5. The Finance Director is hereby directed to maintain within the grant project fund sufficient specific detailed accounting records to satisfy the requirements of G.S. 159-26.

SECTION 6. Copies of this grant project ordinance shall be furnished to the County Manager and the Finance Director for direction in carrying out this project.

ADOPTED this 11th day of June 2024.

Gary Shields, Chairman
Board of Commissioners

**MACON COUNTY, NORTH CAROLINA
GRANT PROJECT ORDINANCE AMENDMENT**

DUKE ENERGY'S 2017 HELPING HOME FUND
MOU #2017-2200

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

SECTION 1. The project authorized is the Duke Energy's 2017 Helping Home Fund administered through the NC Community Action Association.

SECTION 2. The officers of this unit are hereby directed to proceed with the grant project within the requirements of G.S. 159-26 and the budget contained herein.

SECTION 3. The following amounts are appropriated for the project:

Health & Safety, Appliance Replacement, & HVAC Repair	<u>\$316,603</u>
Total	\$316,603

SECTION 4. The following revenues are anticipated to be available to complete the project:

Duke Energy 2017 HHF Funds	<u>\$316,603</u>
Total	\$316,603

SECTION 5. The Finance Director is hereby directed to maintain within the grant project fund sufficient specific detailed accounting records to satisfy the requirements of G.S. 159-26.

SECTION 6. Copies of this grant project ordinance shall be furnished to the County Manager and the Finance Director for direction in carrying out this project.

ADOPTED this 11th day of June 2024.

Gary Shields, Chairman
Board of Commissioners

**MACON COUNTY, NORTH CAROLINA
GRANT PROJECT ORDINANCE
AMENDMENT
DOGWOOD HEALTH TRUST GRANT #2089**

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

SECTION 1. The project authorized is Affordable Housing Planning administered through the Dogwood Health Trust.

SECTION 2. The officers of this unit are hereby directed to proceed with the grant project within the requirements of G.S. 159-26 and the budget contained herein.

SECTION 3. The following amounts are appropriated for the project:

Affordable Housing Planning	<u>\$130,000</u>
Total	\$130,000

SECTION 4. The following revenues are anticipated to be available to complete the project:

Dogwood Health Trust Grant	<u>\$130,000</u>
Total	\$130,000

SECTION 5. The Finance Director is hereby directed to maintain within the grant project fund sufficient specific detailed accounting records to satisfy the requirements of G.S. 159-26.

SECTION 6. Copies of this grant project ordinance shall be furnished to the County Manager and the Finance Director for direction in carrying out this project.

ADOPTED this 11th day of June 2024.

Gary Shields, Chairman
Board of Commissioners

**MACON COUNTY, NORTH CAROLINA
GRANT PROJECT ORDINANCE
2024 URGENT REPAIR PROGRAM**

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

SECTION 1. The project authorized is the 2024 Urgent Repair Program (URP24) administered through the NC Housing Finance Agency.

SECTION 2. The officers of this unit are hereby directed to proceed with the grant project within the requirements of G.S. 159-26 and the budget contained herein.

SECTION 3. The following amounts are appropriated for the project:

Urgent Repair	\$132,000
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SECTION 4. The following revenues are anticipated to be available to complete the project:

NC Housing Finance Agency	\$132,000
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SECTION 5. The Finance Director is hereby directed to maintain within the grant project fund sufficient specific detailed accounting records to satisfy the requirements of G.S. 159-26.

SECTION 6. Copies of this grant project ordinance shall be furnished to the County Manager and the Finance Director for direction in carrying out this project.

ADOPTED this 11th day of June 2024.

Gary Shields, Chairman
Board of Commissioners

**MACON COUNTY, NORTH CAROLINA
GRANT PROJECT ORDINANCE
WEATHERIZATION ASSISTANCE PROGRAM FY 2025**

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

SECTION 1. The project authorized is a Weatherization Assistance Program and a Heating and Air Repair and Replacement Program administered through the NC Department of Environmental Quality.

SECTION 2. The officers of this unit are hereby directed to proceed with the grant project within the requirements of N.C.G.S. 159-26 and the budget contained herein.

SECTION 3. The following amounts are appropriated for the project:

Weatherization Services DOE	\$116,855
Weatherization Services DHHS	88,040
HARRP Services DHHS	<u>127,417</u>
Total	\$332,312

SECTION 4. The following revenues are anticipated to be available to complete the project:

DOE WX Funds	\$116,855
DHHS LIHEAP WX Funds	88,040
DHHS HARRP Funds	<u>127,417</u>
Total	\$332,312

SECTION 5. The Finance Director is hereby directed to maintain within the grant project fund sufficient specific detailed accounting records to satisfy the requirements of N.C.G.S. 159-26.

SECTION 6. Copies of this grant project ordinance shall be furnished to the County Manager and the Finance Director for direction in carrying out this project.

ADOPTED this 11th day of June 2024.

Gary Shields, Chairman
Board of Commissioners

**MACON COUNTY, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
AMENDMENT
MACON MIDDLE SCHOOL RENOVATION**

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

SECTION 1. The project authorized is Macon Middle School Renovation.

SECTION 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the financing agreement and the budget contained herein.

SECTION 3. The following amounts are appropriated for the project:

Architect Fees	\$ 1,039,092
Issuance Costs	172,078
Professional Fees	7,500
Construction	8,673,234
Track	<u>930,800</u>
Total	<u>\$ 10,822,704</u>

SECTION 4. The following revenues are anticipated to be available to complete the project:

Bond proceeds	\$ 9,500,000
Premium on bonds	996,435
Transfer from general fund	180,000
Sales tax refund	116,900
Interest earnings	<u>29,369</u>
Total	<u>\$ 10,822,704</u>

SECTION 5. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the financing agreement and the General Statutes of the State of North Carolina.

SECTION 6. The Finance Director is hereby authorized to transfer appropriations between line items within the capital projects fund.

SECTION 7. Copies of this capital project ordinance shall be furnished to the County Manager and the Finance Director for direction in carrying out this project.

ADOPTED this 11th day of June 2024.

Gary Shields, Chairman
Macon County Board of Commissioners

**MACON COUNTY, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
AMENDMENT
MACON MIDDLE SCHOOL LOCKER ROOM**

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

SECTION 1. The project authorized is Macon Middle School Locker Room.

SECTION 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION 3. The following amounts are appropriated for the project:

Architect Fees	\$ 84,700
Engineering Fees	11,710
Construction	<u>2,703,076</u>
Total	<u>\$ 2,799,486</u>

SECTION 4. The following revenues are anticipated to be available to complete the project:

Transfer from general fund	<u>\$ 2,799,486</u>
Total	<u>\$ 2,799,486</u>

SECTION 5. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the General Statutes of the State of North Carolina.

SECTION 6. The Finance Director is hereby authorized to transfer appropriations between line items within the capital projects fund.

SECTION 7. Copies of this capital project ordinance shall be furnished to the County Manager and the Finance Director for direction in carrying out this project.

ADOPTED this 11th day of June 2024.

Gary Shields, Chairman
Macon County Board of Commissioners

**MACON COUNTY, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
AMENDMENT
FRANKLIN HIGH SCHOOL PROJECT**

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

SECTION 1. The project authorized is Franklin High School Project.

SECTION 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION 3. The following amounts are appropriated for the project:

Architect Fees	\$ 4,036,049
Professional Fees	386,732
Construction	<u>411,644</u>
Total	<u>\$ 4,834,425</u>

SECTION 4. The following revenues are anticipated to be available to complete the project:

Transfer from general fund	<u>\$ 4,834,425</u>
Total	<u>\$ 4,834,425</u>

SECTION 5. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the General Statutes of the State of North Carolina.

SECTION 6. The Finance Director is hereby authorized to transfer appropriations between line items within the capital projects fund.

SECTION 7. Copies of this capital project ordinance shall be furnished to the County Manager and the Finance Director for direction in carrying out this project.

ADOPTED this 11th day of June 2024.

Gary Shields, Chairman
Macon County Board of Commissioners

**MACON COUNTY, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
AMENDMENT
HIGHLANDS SCHOOL PROJECT**

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

SECTION 1. The project authorized is Highlands School Project.

SECTION 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION 3. The following amounts are appropriated for the project:

Architect Fees	\$ 217,103
Construction	243,800
Professional fees	<u>31,396</u>
Total	<u>\$ 492,299</u>

SECTION 4. The following revenues are anticipated to be available to complete the project:

Transfer from general fund	<u>\$ 492,299</u>
Total	<u>\$ 492,299</u>

SECTION 5. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the General Statutes of the State of North Carolina.

SECTION 6. The Finance Director is hereby authorized to transfer appropriations between line items within the capital projects fund.

SECTION 7. Copies of this capital project ordinance shall be furnished to the County Manager and the Finance Director for direction in carrying out this project.

ADOPTED this 11th day of June 2024.

Gary Shields, Chairman
Macon County Board of Commissioners

**MACON COUNTY, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
AMENDMENT
NANTAHALA LIBRARY/COMMUNITY BUILDING**

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

SECTION 1. The project authorized is Nantahala Library/Community Building.

SECTION 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION 3. The following amounts are appropriated for the project:

Construction/Renovation	\$450,000
Transfer to general fund	<u>350,000</u>
Total	<u>\$800,000</u>

SECTION 4. The following revenues are anticipated to be available to complete the project:

Transfer from general fund	\$500,000
State Capital Infrastructure Grant	<u>300,000</u>
Total	<u>\$800,000</u>

SECTION 5. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the General Statutes of the North Carolina.

SECTION 6. The Finance Director is hereby authorized to transfer appropriations between line items within the capital projects fund.

SECTION 7. Copies of this capital project ordinance shall be furnished to the County Manager and the Finance Director for direction in carrying out this project.

ADOPTED this 11th day of June 2024.

Gary Shields, Chairman
Macon County Board of Commissioners

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

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

TAX YEAR 2023 Month To Date May 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	603,902.60	993.96	-3,877.52	0.00	-2.69	601,016.35	-90,768.12	510,248.23
Fire Districts	109,586.51	238.65	-752.42	0.00	-0.50	109,072.24	-13,673.66	95,398.58
Landfill User Fee	118,606.83	0.00	-2.77	0.00	-0.98	118,603.08	-11,322.37	107,280.71
TOTAL:	832,095.94	1,232.61	-4,632.71	0.00	-4.17	828,691.67	-115,764.15	712,927.52

TAX YEAR 2023 Year To Date May 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 Collection Percentage Tax Year 2023 As of 5/31/2024	Last Year Collection Percentage Tax Year 2022 As of 5/31/2023
General Tax	0.00	33,637,295.76	-56,074.13	0.00	-1473.54	33,579,748.09	-33,069,499.86	510,248.23	98.48%	98.43
Fire Districts	0.00	4,874,405.35	-9,548.07	0.00	-261.48	4,864,595.80	-4,769,197.22	95,398.58	98.04%	98.09
Landfill User Fee	0.00	2,977,236.00	-5,332.57	0.00	-24.14	2,971,879.29	-2,864,598.58	107,280.71	96.39%	96.74
TOTAL:	0.00	41,488,937.11	-70,954.77	0.00	-1759.16	41,416,223.18	-40,703,295.66	712,927.52	98.28%	98.27

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: June 06, 2024

RE: Releases for May 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 MAY, 2024: \$ 583.13

RELEASES REPORT
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
104669 COCHRAN, DARIAN SHANE	2013-202702	DY: PERSONAL PROPERTY	LAS	12/31/9999 9:31:08 AM		
		CLERICAL ERROR		G01 ADVL TAX	14,160.00	39.50
		CLERICAL ERROR		F01 ADVL TAX	14,160.00	4.24
		CLERICAL ERROR		L01 FFEEFEE	14,160.00	144.00
		MOBILE HOME HAS BEEN SCRAPPED		TOTAL RELEASES:		✓ 187.74
104669 COCHRAN, DARIAN SHANE	2014-202702	DY: PERSONAL PROPERTY	LAS	12/31/9999 9:42:10 AM		
		CLERICAL ERROR		G01 ADVL TAX	14,700.00	41.02
		CLERICAL ERROR		F01 ADVL TAX	14,700.00	4.42
		CLERICAL ERROR		L01 FFEEFEE	14,700.00	144.00
		MOBILE HOME SCRAPPED		TOTAL RELEASES:		✓ 189.44
59473 HARLESS, STEVE R	2023-102337	DY:0RP:7551560853	DLR	12/31/9999 12:00:00 AM		
		CLERICAL ERROR		A0 FFEEFEE	0.00	5.00
		AO FEE ADDED IN ERROR		TOTAL RELEASES:		✓ 5.00
70977 MURPHY, STEPHEN J TRUSTEE	2023-95465	DY:0RP:7520251689	DLR	12/31/9999 1:52:13 PM		
		CLERICAL ERROR		G01 ADVL TAX	0.00	106.84
		CLERICAL ERROR		L01 FFEEFEE	0.00	6.80
		CLERICAL ERROR		F10 ADVL TAX	0.00	7.56
		HONORED ORIGINAL PAYMENT DATE OF 1/2/2024		TOTAL RELEASES:		✓ 121.20
7388 PARKER, PATRICIA M	2023-61082	DY:0RP:6552771052	DLR	12/31/9999 1:32:20 PM		
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	0.00	7.79
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		F05 ADVL TAX	0.00	1.40
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	0.00	5.00
		REVERSE INT/ADV PAY RECEIVED 4/5/24		TOTAL RELEASES:		✓ 14.19
119267 SKELLEY, JON	2018-51712	DY: PERSONAL PROPERTY	DLR	12/31/9999 9:43:14 AM		
		CLERICAL ERROR		G01 ADVL TAX	2,703.00	9.43
		CLERICAL ERROR		F05 ADVL TAX	2,703.00	1.84
		CAN NOT LOCATE CT		TOTAL RELEASES:		✓ 11.27
119267 SKELLEY, JON	2019-51712	DY: PERSONAL PROPERTY	DLR	12/31/9999 9:50:21 AM		
		CLERICAL ERROR		G01 ADVL TAX	2,700.00	10.12
		CLERICAL ERROR		F05 ADVL TAX	2,700.00	1.95
		CAN NOT LOCATE CT		TOTAL RELEASES:		✓ 12.07
119267 SKELLEY, JON	2020-51712	DY: PERSONAL PROPERTY	DLR	12/31/9999 12:52:54 PM		
		CLERICAL ERROR		G01 ADVL TAX	2,510.00	9.40
		CLERICAL ERROR		F05 ADVL TAX	2,510.00	1.82
		CAN NOT LOCATE CT		TOTAL RELEASES:		✓ 11.22

RUN DATE: 6/5/2024 1:28 PM

RELEASES REPORT
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
119267 SKELLEY, JON	2021-51712	DY: PERSONAL PROPERTY	DLR	12/31/9999 12:57:54 PM		
		CLERICAL ERROR		G01 ADVL TAX	2,510.00	10.04
		CLERICAL ERROR		F05 ADVL TAX	2,510.00	1.82
		can not locate ct		TOTAL RELEASES:		✓ 11.86
119267 SKELLEY, JON	2022-51712	DY: PERSONAL PROPERTY	LAS	12/31/9999 9:55:37 AM		
		CLERICAL ERROR		G01 ADVL TAX	2,510.00	10.04
		CLERICAL ERROR		F05 ADVL TAX	2,510.00	1.82
		CANNOT LOCATE CT		TOTAL RELEASES:		✓ 11.86
119267 SKELLEY, JON	2023-51712	DY: PERSONAL PROPERTY	LAS	12/31/9999 9:56:11 AM		
		CLERICAL ERROR		G01 ADVL TAX	2,284.00	6.17
		CLERICAL ERROR		F05 ADVL TAX	2,284.00	1.11
		CANNOT LOCATE CT		TOTAL RELEASES:		✓ 7.28
NET RELEASES PRINTED:	583.13					
TOTAL TAXES RELEASED						583.13

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – APPOINTMENTS

MEETING DATE: JUNE 11, 2024

- 14A. **Highlands Tourism Development Commission (2 seats) –** Attached are applications for Thomas Keenan and Charlotte Muir who have been recommended for appointment by the Tourism Development Commission in Highlands to replace Jack Austin and John Woods.

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: Highlands Tourism Development Commission

Name Thomas Keenan

Address 30 Cushion Drive

City Cashiers

NC Zip 28717

Telephone: Home 8282001222

Work 8287872603

Occupation Hotel manager

Business Address 445 Main Street, Highlands, NC. 28741

Email Address tkeenan@oldedwardsinn.com

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

N/A

Educational Background

Bachelor degree in Hospitality and Tourism

Business and Civic Experiences/Skills:

Hotel mgmt

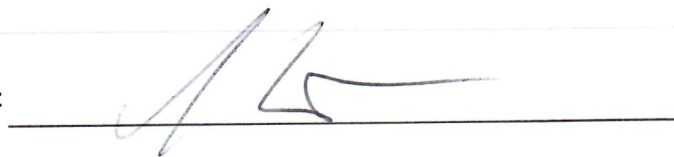
Areas of Expertise and Interest/Skills:

Hospitality and tourism, travel, rugby, golf

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

N/A

SIGNATURE:



DATE: 3/14/24

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
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 Tourism Development Commission

Name Charlotte Muir

Address 81 Forest Trail City Highlands NC Zip 28741

Telephone: Home 318-348-9639 Work 828-482-6513

Occupation Non Profit Executive Director

Business Address 348 S 5th Street Suite 228 Highlands, NC 28741

Email Address cmmuir1@gmail.com

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

Educational Background
Bachelors, Spanish/Journalism - University of Mississippi
Masters, Arts Administrattion - University of New Orleans

Business and Civic Experiences/Skills:
15 years of nonprofit experience with Vilar Performing Arts Center, Vail Valley Foundation, Highlands Biological Foundation and now serving as Executive Director of Highlands Cashiers Health Foundation

Areas of Expertise and Interest/Skills:
Fundraising, Event Planning, Board Management, Arts Management

List any Authorities, Boards, Commissions or Committees presently serving on:
Highlands Chamber of Commerce/Visit Highlands NC Board of Directors, Chair: Grants and Sponsorships Committee
Highlands Community Child Development Center, Board of Directors: Parent Representative
Rotary Club of Highlands, Public Image Committee

SIGNATURE: Charlotte Muir

DATE: 3/12/2024

RECEIVED
MAR 20 24
TAMMY KEEZER
EMAILED to Linda Harbuck Franklin Chamber