

Macon County



**MACON COUNTY BOARD OF COMMISSIONERS
NOVEMBER 12, 2024
6 P.M.
AGENDA**

1. Call to order and welcome by Chairman Shields
2. Announcements
 - (A) A Special Meeting will be held on Monday, December 2, 2024, at 6:00 p.m. in the Commissioner's Board Room in accordance with N.C.G.S. §153A-26 for newly elected officials to take and subscribe the oath of office and in accordance with N.C.G.S. §153A-39 for the Board of Commissioners to choose a Chairman and Vice-Chairman.
 - (B) The annual presentation of employee service awards and reception will be held on Monday, December 2, 2024, at 5:00 p.m. in the Commissioner's Board Room.
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – None
6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
 - (A) Macon County Housing Study Presentation – Patrick Bowen, President Bowen National Research
10. Old Business
 - (A) Update on Hurricane Helene Recovery – Interim County Manager Warren Cabe
 - (B) Approval of bid for installation of a new septic system on Prentiss Bridge Road – Project Manager Jack Morgan

- (C) Approval of a contract for repair of Macon County Library – Mr. Morgan
- (D) Discussion regarding Environmental Health Fees – Commissioner Higdon
- (E) Discussion of the Fontana Regional Library agreement – Attorney Eric Ridenour
- (F) Discussion and approval of proposals, contract changes, and budget amendments for the Highlands School Project – Finance Director Lori Carpenter
- (G) Discussion and approval of proposal and contract changes for the Franklin High School Project – Ms. Carpenter

11. New Business

- (A) Review and approval of bid to demolish and remove the old library/community club mobile unit from Nantahala School property – Mr. Morgan
- (B) Update from Otto Fire Department including progress on construction of a new facility – Chief Kevin Fountain
- (C) Approval of the amended and restated Planning Board Ordinance – County Planner Caleb Gibson
- (D) Discussion and approval to repeal ordinances – Attorney Ridenour
 - 1. Hazardous Substance Ordinance
 - 2. 2007 Ordinance Requiring Criminal Background Check
- (E) Review and approval of proposed changes to Article V, Section 12 of the Macon County Personnel Policy (Effective September 12, 2023) regarding Background Checks – Human Resource Director Tammy Keezer
- (F) Discussion and consideration of offer to purchase property located at 88 No Name Road – Attorney Ridenour
- (G) Review and approval of bid to replace UPS system that powers the 9-1-1 Communications Center – Mr. Cabe

12. Consent Agenda – Attachment #12

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

- (A) Minutes of the October 8, 2024 regular meeting
- (B) Budget Amendments #112-118
- (C) Approve Surplus of Service weapon for Michael Langley
- (D) Approve Grant Project Ordinance Amendment for Weatherization Assistance Program FY2025
- (E) Approve Capital Project Ordinance for Airport Renovation of Hangar/Repair Shop
- (F) Approve Grant Project Ordinance Amendment for ARPA
- (G) Approve Resolution Exempting Engineering Services for Streamflow Rehabilitation Assistance Program
- (H) Tax releases for the month of October in the amount of \$3,557.02
- (I) Request for relief of the taxing unit for collection of Real Estate Taxes that are Ten Years Past Due in the amount of \$38,144.82
- (J) Monthly ad valorem tax collection report – no action necessary

13. Appointments - None

14. Closed session as allowed under NCGS 143-318.11

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – REPORTS/PRESENTATIONS

MEETING DATE: November 12, 2024

9A. Patrick Bowen, President of Bowen National Research will be presenting the findings of the Macon County Housing Study. Mr. Bowen will be presenting the findings to both the Franklin Town Council and the Highlands Board of Commissioners separately. A copy of his presentation has been included in your packet for review prior to the meeting.

MACON COUNTY, NORTH CAROLINA HOUSING NEEDS ASSESSMENT



NOVEMBER 2024



CONTACT: Patrick Bowen
patrickb@bowennational.com
614-833-9300

Scope of Work – Macon County Housing Needs Assessment

- Demographic Characteristics and Trends
- Economic Conditions and Trends
- Existing Housing Stock (Rental and For-Sale)
- Other Housing Factors
 - Public Transit Analysis
 - Community Services
 - Residential Blight
 - Development Opportunities
 - Development Costs & Government Regulations
 - Developer/Investor Identification
 - Housing Program Identification
 - Special Needs Populations
- Quantified Housing Gap Estimates
- Community Input (Over 800 Points of Contact Made)
 - Stakeholders
 - Employers
 - Residents/Commuters
- Recommended Housing Strategies



Geographical Study Areas

Primary Study Area:

Macon County

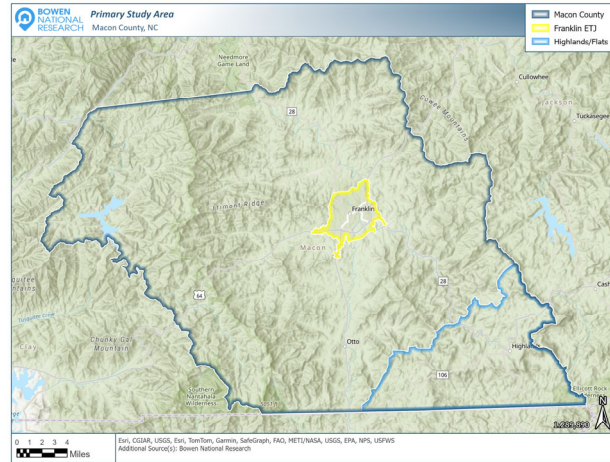
Submarkets:

Franklin

Franklin ETJ

Highlands/Flats

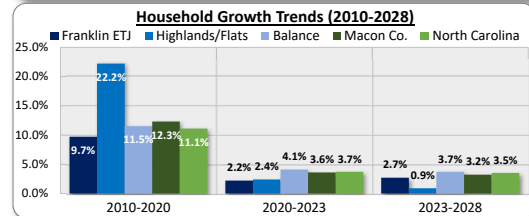
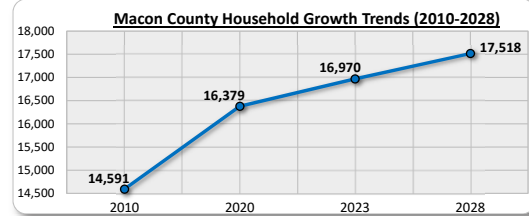
Balance of Macon County



Demographics – Household Trends

	Total Households									
	2010 Census	2020 Census	Change 2010-2020		2023 Estimated	Change 2020-2023		2028 Projected	Change 2023-2028	
			Number	Percent		Number	Percent		Number	Percent
Franklin ETJ	2,556	2,803	247	9.7%	2,864	61	2.2%	2,941	77	2.7%
Highlands/Flats	1,488	1,819	331	22.2%	1,863	44	2.4%	1,879	16	0.9%
Balance of County	10,552	11,762	1,210	11.5%	12,250	488	4.1%	12,705	455	3.7%
Macon County	14,591	16,379	1,788	12.3%	16,970	591	3.6%	17,518	548	3.2%
North Carolina	3,745,130	4,160,833	415,703	11.1%	4,313,420	152,587	3.7%	4,462,388	148,968	3.5%

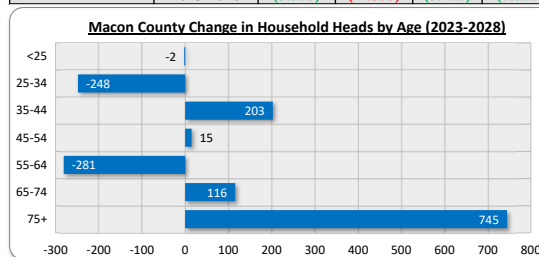
Macon County has experienced **positive household growth** since 2010. Household growth is projected to continue within each study area between 2023 and 2028, with Macon County projected to experience an **overall household growth rate of 3.2%** (with the addition of **548** households), similar to the projected 3.5% growth rate for the state of North Carolina during this time.



Demographics – Households By Age

Macon County projections through 2028 indicate the **greatest growth** of household heads by age will occur among seniors ages **75 and older**, though notable growth will also occur among households between the ages of **35 and 44** and ages **65 to 74**.

		Household Heads by Age						
		<25	25 to 34	35 to 44	45 to 54	55 to 64	65 to 74	75+
Macon County	2020	400 (2.4%)	1,476 (9.0%)	1,820 (11.1%)	2,213 (13.5%)	3,420 (20.9%)	3,923 (24.0%)	3,127 (19.1%)
	2023	394 (2.3%)	1,691 (10.0%)	1,905 (11.2%)	2,240 (13.2%)	3,343 (19.7%)	4,144 (24.4%)	3,253 (19.2%)
	2028	392 (2.2%)	1,443 (8.2%)	2,108 (12.0%)	2,255 (12.9%)	3,062 (17.5%)	4,260 (24.3%)	3,998 (22.8%)
	Change 2023-2028	-2 (-0.5%)	-248 (-14.7%)	203 (10.7%)	15 (0.7%)	-281 (-8.4%)	116 (2.8%)	745 (22.9%)
North Carolina	2020	166,754 (4.0%)	621,488 (14.9%)	687,434 (16.5%)	750,220 (18.0%)	804,418 (19.3%)	670,733 (16.1%)	459,788 (11.1%)
	2023	184,917 (4.3%)	659,947 (15.3%)	751,279 (17.4%)	732,946 (17.0%)	784,877 (18.2%)	714,141 (16.6%)	485,313 (11.3%)
	2028	191,110 (4.3%)	648,222 (14.5%)	774,500 (17.4%)	738,908 (16.6%)	748,818 (16.8%)	746,802 (16.7%)	614,028 (13.8%)
	Change 2023-2028	6,193 (3.3%)	-11,725 (-1.8%)	23,221 (3.1%)	5,962 (0.8%)	-36,059 (-4.6%)	32,661 (4.6%)	128,715 (26.5%)



These trends will drive demand for family- and senior-oriented housing product.

Demographics – Renter Household Income

Approximately **57.5%** of county renter households earn less than \$40k annually, while most of the renter household growth within the county will be among those earning \$60k to \$99k.

		Renter Households by Income							
		<\$10,000	\$10,000 - \$19,999	\$20,000 - \$29,999	\$30,000 - \$39,999	\$40,000 - \$49,999	\$50,000 - \$59,999	\$60,000 - \$99,999	\$100,000+
Macon County	2020	260 (6.8%)	619 (16.1%)	595 (15.4%)	542 (14.1%)	432 (11.2%)	314 (8.1%)	755 (19.6%)	336 (8.7%)
	2023	466 (10.5%)	1,013 (22.9%)	583 (13.2%)	481 (10.9%)	457 (10.3%)	258 (5.8%)	773 (17.4%)	401 (9.0%)
	2028	324 (7.4%)	972 (22.2%)	538 (12.3%)	427 (9.7%)	485 (11.1%)	264 (6.0%)	977 (22.3%)	394 (9.0%)
	Change 2023-2028	-142 (-30.5%)	-41 (-4.0%)	-45 (-7.7%)	-54 (-11.2%)	28 (6.1%)	6 (2.3%)	204 (26.4%)	-7 (-1.7%)
North Carolina	2020	136,315 (9.3%)	195,185 (13.4%)	183,726 (12.6%)	174,817 (12.0%)	157,152 (10.8%)	117,699 (8.1%)	306,886 (21.0%)	187,664 (12.9%)
	2023	140,455 (9.6%)	202,484 (13.9%)	175,020 (12.0%)	161,745 (11.1%)	152,336 (10.4%)	119,057 (8.1%)	306,079 (20.9%)	204,007 (14.0%)
	2028	117,945 (7.9%)	172,182 (11.5%)	149,785 (10.0%)	145,716 (9.7%)	146,081 (9.8%)	125,700 (8.4%)	353,048 (23.6%)	286,567 (19.1%)
	Change 2023-2028	-22,510 (-16.0%)	-30,302 (-15.0%)	-25,235 (-14.4%)	-16,029 (-9.9%)	-6,255 (-4.1%)	6,643 (5.6%)	46,969 (15.3%)	82,560 (40.5%)

Over 50% of renter households in the PSA will continue to earn less than \$40,000 annually in 2028. The large share of lower income renter households and the projected increase among higher income renter households in Macon County will have an influence on the rental market in the area.

Demographics – Owner Household Income

Over half (53.2%) of owner households in Macon County in 2023 earn \$60k+ annually.

Owner household growth in Macon County will be concentrated among those earning \$100k or more (county increase of 1,057 HHs or by 29.2%).

		Owner Households by Income							
		<\$10,000	\$10,000 - \$19,999	\$20,000 - \$29,999	\$30,000 - \$39,999	\$40,000 - \$49,999	\$50,000 - \$59,999	\$60,000 - \$99,999	\$100,000+
Macon County	2020	322 (2.6%)	910 (7.3%)	1,095 (8.7%)	1,217 (9.7%)	1,228 (9.8%)	1,110 (8.9%)	3,371 (26.9%)	3,273 (26.1%)
	2023	555 (4.4%)	1,289 (10.3%)	1,003 (8.0%)	1,059 (8.4%)	1,034 (8.2%)	928 (7.4%)	3,046 (24.3%)	3,624 (28.9%)
	2028	430 (3.3%)	1,262 (9.6%)	879 (6.7%)	923 (7.0%)	1,067 (8.1%)	845 (6.4%)	3,050 (23.2%)	4,681 (35.6%)
	Change 2023-2028	-125 (-22.5%)	-27 (-2.1%)	-124 (-12.4%)	-136 (-12.8%)	33 (3.2%)	-83 (-8.9%)	4 (0.1%)	1,057 (29.2%)
North Carolina	2020	83,986 (3.1%)	144,107 (5.3%)	174,148 (6.4%)	193,047 (7.1%)	190,809 (7.1%)	207,848 (7.7%)	664,361 (24.6%)	1,043,083 (38.6%)
	2023	96,846 (3.4%)	165,797 (5.8%)	181,776 (6.4%)	190,954 (6.7%)	194,388 (6.8%)	212,394 (7.4%)	669,578 (23.5%)	1,140,504 (40.0%)
	2028	87,412 (2.9%)	149,057 (5.0%)	157,324 (5.3%)	164,531 (5.5%)	173,121 (5.8%)	196,827 (6.6%)	651,049 (22.0%)	1,386,043 (46.7%)
	Change 2023-2028	-9,434 (-9.7%)	-16,740 (-10.1%)	-24,452 (-13.5%)	-26,423 (-13.8%)	-21,267 (-10.9%)	-15,567 (-7.3%)	-18,529 (-2.8%)	245,539 (21.5%)

The projected growth among higher-income owner households is indicative of a shift in the distribution of owner households by income toward the higher earning cohorts, though it is important to note that more than one-quarter (26.6%) of all owner households are projected to continue to earn less than \$40,000 through 2028.

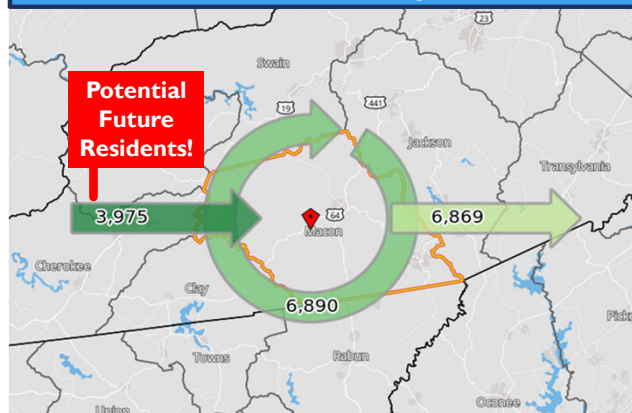
Potential Commuter Support

Nearly 4,000 individuals from surrounding areas commute into Macon County for employment, accounting for 36.6% of the people employed in the county.

Commuter Profile:

Close to half (47.9%) of in-commuters are between ages 30 & 54, and 39.4% earn over \$40,000 annually.

The people that commute daily into the county for work represent a large base of potential new residents/ households for Macon County.



Housing Supply – Multifamily Properties Summary

The demand for multifamily rentals is significant among all program types. The county's **overall multifamily occupancy rate is 100%**. Typically, healthy and well-balanced markets operate at occupancy rates of 94%-96%.

Surveyed Multifamily Rental Housing				
Project Type	Projects Surveyed	Total Units	Vacant Units	Occupancy Rate
Market-Rate	2	30	0	100.0%
Tax Credit	4	216	0	100.0%
Government-Subsidized	2	70	0	100.0%
Total	8	316	0	100.0%

As there are **no vacancies** among multifamily properties surveyed within the County, and all projects currently maintain a waiting list for the next available unit, it appears the **demand** for multifamily rentals in Macon County is **very high**.

There are **221 households on the wait list** for a **Housing Choice Voucher**.

Housing Supply – Multifamily Properties Summary (Wait Lists)

All of the eight surveyed properties in Macon County maintain wait lists, with waits up to 170 households among Tax Credit rentals and 12 months for government-subsidized projects.

Map I.D.	Project Name	Quality Rating	Year Built/ Renovated	Total Units	Occ. Rate	Waiting List	Target Market
1	Holly Haven	B	2004	48	100.0%	30 HH	Families; 50% & 60% AMHI
2	Indigo Apts.	B+	2017	60	100.0%	70 HH	Families; 60% AMHI
3	Oak Forest Apts.	B	1984 / 2007	32	100.0%	12 Months	Seniors 62+; Section 202 & 8
4	Orchard View Apts.	B	1995	48	100.0%	18 HH	Families; 50% AMHI
5	Riverview Heights Vistas	B	1995	18	100.0%	15 HH	General-Occupancy
6	South Macon Village	B	2006	12	100.0%	15 HH	General-Occupancy
7	Ulco Bluffs	B	1983	38	100.0%	20 HH	Families; RD 515
8	Westgate Terrace	B+	2014	60	100.0%	170 HH	Families; 50% & 60% AMHI

These wait lists indicate a high level of **pent-up demand**, illustrating a need for additional rental housing across the **entire spectrum of affordability**.

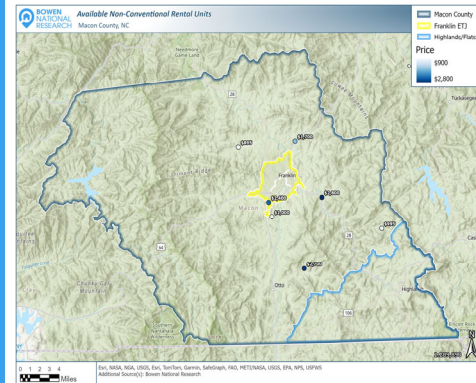
Housing Supply – Non-Conventional Rentals

Non-Conventional Rentals Consist of Single-Family Homes, Duplexes, Mobile Homes, Etc., and Comprise a Large Portion of the Local Housing Market

The approximately **3,835** non-conventional rentals in Macon County comprise more than **84.3%** of the county's rental product.

A total of **seven** available non-conventional rentals were identified within the Macon County. This represents a **vacancy rate of just 0.2%** among all non-conventional rentals in **Macon County** (Vacancy rate in Balance of County is 0.2% and **Franklin ETJ Submarket** is 0.1%).

Rents below \$1,000 account for 64.7% of all Macon County rentals, which is a larger share of such units when compared to the state (39.6%).

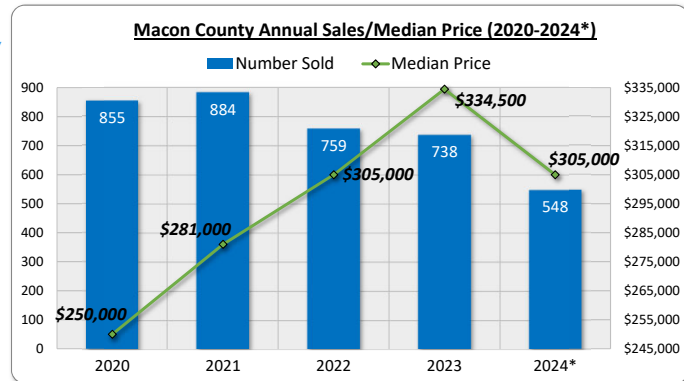


Housing Supply – Historical Home Sales

Macon County's annual sales volume and median sales price are similar to national trends

The **volume of home sales declined** every year from 2021 to 2024.

The median sales price of homes sold within the PSA (Macon County) increased by 33.8% from January 1, 2020 through the end of 2023. Conversely, the median sales price through July 14, 2024 (\$305,000) is nearly 9.0% lower than that reported for 2023 (\$334,500).



*Projected to year-end

Rising home mortgage interest rates and increasing development costs associated with labor, materials, fees, insurance, land and other expenses are likely influencing home sales (and development) activity.

Housing Supply – Available For-Sale Housing by Price Point

The **179 available homes** within **Macon County** equate to an **availability/vacancy rate of 1.4%**, well below the normal/healthy range of 2.0% to 3.0%.

Most available for-sale homes in **Macon County** are priced **\$400k+ (67.0%)**, with **98.7% of available homes in Highlands** priced at the **\$400k+** level. The **Franklin ETJ Submarket** and the **Balance of County** offer a **wider variety of for-sale product** in terms of price.

Currently available homes (179 total) represent **2.8 months of supply**. This is low compared with the typical, healthy range of 4.0% to 6.0%.

List Price	Number Available	Percent of Supply	Number Available	Percent of Supply	Number Available	Percent of Supply	Number Available	Percent of Supply
	Franklin ETJ		Highlands/Flats		Balance of County		Macon County	
Up to \$99,999	0	0.0%	0	0.0%	2	2.2%	2	1.1%
\$100,000 to \$199,999	3	23.1%	1	1.3%	11	12.4%	15	8.4%
\$200,000 to \$299,999	5	38.5%	0	0.0%	14	15.7%	19	10.6%
\$300,000 to \$399,999	0	0.0%	0	0.0%	23	25.8%	23	12.8%
\$400,000+	5	38.5%	76	98.7%	39	43.8%	120	67.0%
Total	13	100.0%	77	100.0%	89	100.0%	179	100.0%
Availability Rate	0.7%		6.0%		0.9%		1.4%	

Housing Conditions and Affordability

While Macon County housing conditions do not appear to be widespread, housing affordability is a significant challenge for a large number of area households.

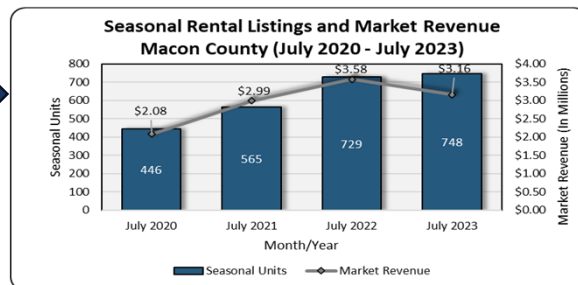
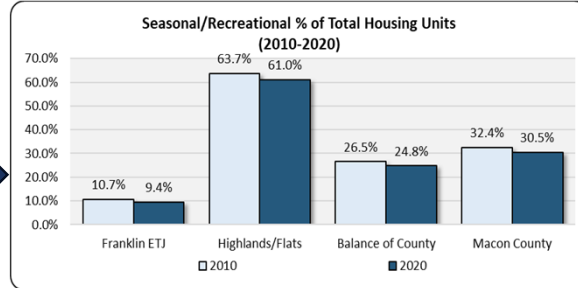
Approximately 322 Macon County Households live in Substandard Housing (227 overcrowded housing units and 95 housing units with either incomplete plumbing or kitchens).

Nearly 1,900 Macon County households live in severe cost-burdened housing (paying over 50% of their income towards housing), with 891 renters and 990 owner households experiencing this financial burden.

Housing Supply – Seasonal/Recreational Housing

The shares of **Seasonal/Recreational Housing** (second homes & short-term rentals) have **declined** in each submarket and the county overall **between 2010 and 2020**.

Short-term rentals (Airbnb and Vrbo) have been **steadily increasing since 2020**, while annual revenue has generally increased during this time, demonstrating the **growing influence short-term rentals** have on Macon County.



Tourism Industry

Visitor spending in Macon County totaled \$350 million in 2023, increasing by 3.8% from preceding year (greatest increase among six regional counties). Food and lodging comprise the county's largest share (31.3%) of expenditures.

The estimated 1,706 persons employed within Tourism-oriented occupations in Macon County represent 14.5% of the persons employed in the county, demonstrating the influence this workforce sector has in the county.

County	Lodging*	Food/Beverage	Recreation	Retail	Transportation**	Total	Change 2022-2023
Macon	\$84.5 million (24.1%)	\$109.6 million (31.3%)	\$52.0 million (14.9%)	\$30.0 million (8.6%)	\$73.9 million (21.1%)	\$350.1 million (100.0%)	3.8%
Cherokee	\$26.8 million (26.4%)	\$31.8 million (31.4%)	\$12.1 million (11.9%)	\$8.6 million (8.5%)	\$22.1 million (21.8%)	\$101.4 million (100.0%)	2.5%
Clay	\$7.7 million (24.4%)	\$9.8 million (31.1%)	\$4.0 million (12.7%)	\$2.8 million (8.9%)	\$7.3 million (23.2%)	\$31.5 million (100.0%)	1.3%
Graham	\$14.7 million (26.3%)	\$17.9 million (32.0%)	\$7.2 million (12.9%)	\$4.6 million (8.2%)	\$11.6 million (20.7%)	\$56.0 million (100.0%)	2.0%
Jackson	\$114.8 million (24.5%)	\$135.1 million (28.9%)	\$71.3 million (15.2%)	\$40.3 million (8.6%)	\$106.5 million (22.8%)	\$468.0 million (100.0%)	3.4%
Swain	\$88.4 million (25.0%)	\$101.9 million (28.8%)	\$51.9 million (14.7%)	\$31.1 million (8.8%)	\$80.7 million (22.8%)	\$354.0 million (100.0%)	1.3%

Source: The Economic Impact of Travel on North Carolina Counties, Tourism Economics, 2023

*Includes 2nd home spending

**Includes both ground and air transportation

County	Employment			Wages		
	Total Tourism Employment	Total At-Place Employment	Tourism % of At-Place Employment	Tourism Wages (millions)	Total At-Place Wages (millions)	Tourism % of At-Place Wages
Macon	1,706	11,796	14.5%	\$78.2	\$568.4	13.8%
Cherokee	589	7,978	7.4%	\$19.8	\$345.6	5.7%
Clay	136	2,151	6.3%	\$5.9	\$99.0	6.0%
Graham	347	1,938	17.9%	\$12.2	\$89.1	13.7%
Jackson	2,470	14,475	17.1%	\$119.2	\$674.9	17.7%
Swain	2,016	10,779	18.7%	\$92.4	\$503.7	18.3%
Statewide	227,224	4,830,118	4.7%	\$8,700.9	\$316,970.6	2.7%

Source: The Economic Impact of Travel on North Carolina Counties, Tourism Economics, 2023; Department of Labor, Bureau of Labor Statistics, Quarterly Census of Employment and Wages

Tourism Workforce & Housing Affordability

Very few tourism-related occupations pay sufficient wages to enable the workers to reasonably afford to rent or buy a home in Macon County. This places financial challenges on the local Tourism-based workforce and puts employers at risk of higher employment turnover and/or creates challenges for employers to attract workers.

Wages and Housing Affordability for Tourism-Oriented Occupations Mountain North Carolina Nonmetropolitan Area					
Occupation	Occupation Data			Affordability Levels*	
	Labor Force Share	Location Quotient	Annual Median Wage	Rent	Purchase
Cashiers	3.7%	1.69	\$26,920	\$673	\$89,733
Retail Salespersons	3.0%	1.25	\$29,330	\$733	\$97,767
Waiters/Waitresses	2.6%	1.74	\$21,810	\$545	\$72,700
Cooks, Fast Food	2.0%	4.48	\$22,600	\$565	\$75,333
Cooks, Restaurant	2.0%	2.12	\$33,370	\$834	\$111,233
Fast Food/Counter Workers	1.8%	0.75	\$26,330	\$658	\$87,767
Janitors/Cleaners	1.5%	1.03	\$30,280	\$757	\$100,933
Landscaping/Groundskeeping Workers	1.5%	2.39	\$34,320	\$858	\$114,400
Maid/Housekeeping Cleaners	1.2%	2.22	\$28,950	\$724	\$96,500
First-Line Supervisors, Retail Sales	1.1%	1.56	\$45,120	\$1,128	\$150,400
First-Line Supervisors, Food Prep/Serving	1.1%	1.41	\$37,380	\$935	\$124,600
Food Prep Workers	0.8%	1.43	\$27,480	\$687	\$91,600
Hosts/Hostesses, Restaurant/Lounge/Coffee Shop	0.5%	1.85	\$22,500	\$563	\$75,000
Amusement/Recreation Attendants	0.5%	2.10	\$22,760	\$569	\$75,867
Hotel/Motel/Resort Desk Clerks	0.5%	2.78	\$28,070	\$702	\$93,567
Recreation Workers	0.5%	2.56	\$34,430	\$861	\$114,767
Real Estate Sales Agents	0.3%	2.25	\$35,520	\$888	\$118,400
First-Line Supervisors, Housekeeping/Janitorial	0.2%	1.93	\$42,130	\$1,053	\$140,433
First-Line Supervisors, Landscape/Lawn/Grounds	0.2%	2.23	\$48,110	\$1,203	\$160,367
Property/Real Estate/Community Association Managers	0.1%	0.67	\$48,730	\$1,218	\$162,433
Food Prep/Serving Related Workers, Other	0.1%	2.06	\$25,310	\$633	\$84,367
Tour/Travel Guides	0.1%	2.56	\$29,600	\$740	\$98,667
Entertainment/Recreation Managers, Except Gambling	<0.1%	2.18	\$63,690	\$1,592	\$212,300
Lodging Managers	<0.1%	1.39	\$59,900	\$1,498	\$199,667
Real Estate Brokers	<0.1%	0.90	\$56,200	\$1,405	\$187,333

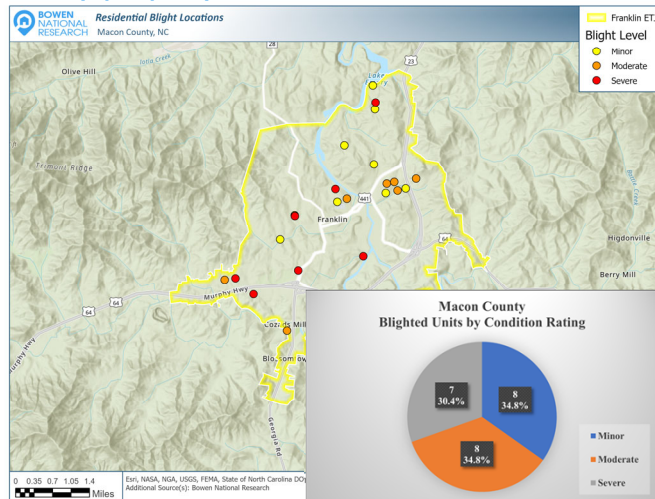
Source: U.S. Bureau of Labor Statistics, May 2023 Occupational Employment and Wage Statistics (OEWS)
 *Housing Affordability is the maximum monthly rent or total for-sale home price a household can reasonably afford based on stated wages.

Other Housing Market Factors - Residential Blight

Blighted residential properties represent potential nuisances, safety hazards, and are potentially detrimental to nearby property uses and values.

23 residential units were identified that exhibited a notable level of exterior blight within Macon County.

These 23 residential units represent approximately 0.7% of the total housing units in Franklin town limits and ETJ. Typically, blighted residential units in a city or county represent less than 0.5% of all residential units.

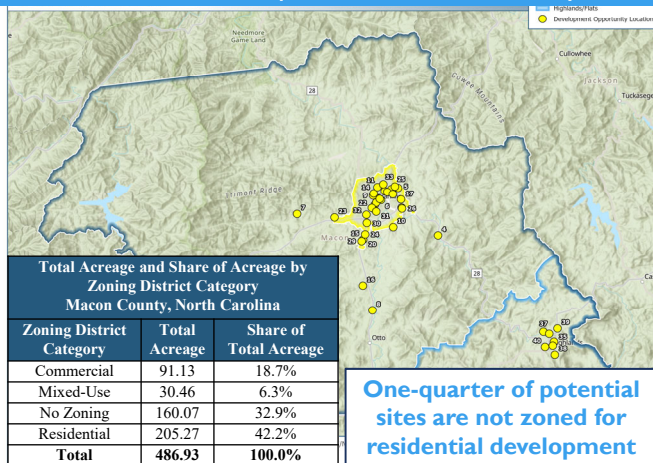


Development Opportunities (Potential Sites)

40 properties were identified as potential residential development sites in the county.

Of the 40 total properties were identified (approximately 487 total acres of land and over 249,000 square feet of existing structure area):

- 22 sites are vacant or undeveloped parcels of land
- Eight sites consist of over 10 acres of land each
- 18 contain at least one existing building (ranging in size from 1,552 to 161,302 square feet)



Note: Not all of these properties may be feasible to develop/redevelop as housing due to topography, utility availability, overall age, condition, structural makeup, etc.

Potential Developer Partner Identification and Housing Program Identification

Development Partners

Over 50 active organizations (various residential developers, philanthropic organizations, investors/lenders, and federal and state housing finance organizations) representing potential residential development partners were identified.

Entity Name	Website
Housing Developer	
Better Homes for North Carolina, Inc.	https://betterhomesfornc.org/
Finch Inck Development	https://www.finchinck.com/
Flatiron Partners LLC	https://flatirondevelopment.com
Gateway Development Corporation	None Found; Phone: 256-760-9657
Habitat for Humanity of Macon/Jackson County	https://www.habitat.org/nc/franklin/habitat-humanity-macon-jackson-nc
KRP Investments, LLC	None Found; Phone: 336-817-9400
Oppex/turnites South	None Found; Phone: 919-417-0125
Pendergraph Development LLC	None Found; Phone: 919-755-0558
Pivotal GP Holding LLC	None Found; Phone: 513-256-3810
Sanctuary Developers, LLC	https://sanctuarydevelopers.com/
Solstice Partners	None Found; Phone: 919-610-7883
Trinity Housing Development	https://www.trinityhousingdevelopment.com/
Volunteers Of America of The Carolinas	https://www.vsa.org/offices/volunteers-of-america-carolinas
Wallick Asset Management LLC	www.wallick.com
WDT Development, LLC	None Found; Phone: 252-432-1445
Weaver-Kirkland Housing	www.weaver-kirkland.com
Western NC Housing Partnership	https://wnchousing.org
WJR NC Partners II, LLC	None Found; Phone: 404-226-2591
Workforce Homestead	None Found; Phone: 828-351-9151
Wynemfield Forward, LLC	None Found; Phone: 336-906-1854
Housing Investor/Lender	
Atlantic Bay Mortgage Group	www.atlanticbay.com
Churchill Stateside Group	https://csgrfirst.com

Housing Programs

A total of 60 programs/organizations were identified that could support housing preservation and development efforts in Macon County. This includes 19 federal programs, 33 state programs and eight county programs

Organization/Program	Description	Eligibility
U.S. Department of Housing and Urban Development	The VASH program is in partnership with the Housing Choice Voucher (HCV) Program that helps veterans, and their families obtain permanent housing.	Homeless veteran; Agree to participate in case management program
U.S. Department of Housing and Urban Development	Links for homeownership assistance programs and various loans available.	Each program has various qualifications that need to be met
U.S. Department of Housing and Urban Development	Offers resources to find affordable rental housing for families and seniors; Resources to help with utility payments	Each program has various qualifications that need to be met
U.S. Department of Health & Human Services	Federally funded programs that reduce the costs related to home energy bills, energy crises, weatherization, minor energy-related home repairs and more	Income Based
U.S. Department of Veterans Affairs	North Carolina Division of Veterans Affairs reviews forms and then forwards to U.S. Department of Veterans Affairs; Program helps veterans, service members, and their surviving spouses to purchase a home or refinance a loan. Benefits and services are also available for those needing help to build, improve, or keep their current home; Offers several loan options	Veteran or surviving spouse of service member who died in the line of duty; Service-related disability

Community Input from Stakeholders & Employers

STAKEHOLDERS

- **Product Price Needed:**
 - Rentals <\$1,250
 - For-Sale <\$200k and between \$200k and \$300k
- **Housing Style Needed:**
 - Multifamily apartments
 - Duplexes, triplexes & townhomes
- **Resident Housing Issues:**
 - Limited availability
 - Rent & home purchase affordability
- **Top Priorities:**
 - New construction
 - Renovation of existing housing.

EMPLOYERS

- **Housing Issues Employees Face:**
 - Commuting more than 30 minutes each way
- **Housing Prices Most Needed:**
 - Short term rental housing from \$500-\$749/mo. & \$750-\$999/mo.
- **Housing Having Adverse Impact on Employers:**
 - Difficulty attracting employees
 - Difficulty retaining employees
 - Unable to grow/expand business
- **Employers Would Hire More Workers if Local Housing Issues Resolved (58.3%)**
- **Months of Highest Demand for Short-Term/Seasonal Workforce Housing:**
 - May through October

Community Input from Residents/Commuters



- **Housing Type Needed:**
 - Rental Housing (\$500-\$1,000/mo.)
 - For-Sale Housing (\$100k-\$200k)
 - Family Housing (2+br)
 - Housing for ages 25 to 40
 - Senior Housing (Independent Living)
- **Issues Negatively Impacting the Local Housing Market:**
 - Mismatch between local jobs, wages and housing cost
 - High prices or rents
 - Lack of rental vacancies
 - Houses converted to short term/vacation rentals
 - Excessive/rising utility costs
- **Product Design/Type Needed:**
 - Modern move-in ready single-family homes
 - Ranch homes/single floor plan units
 - Apartments
- **78.6% of non-resident commuters interested in relocating to Macon County.**

Housing Gap Estimates (Rental Housing)

Macon County has an Overall Rental Housing Gap of Approximately 629 Units.

Macon County, North Carolina				
Rental Housing Gap Estimates (2023-2028)				
Percent of Median Income	≤ 50%	51%-80%	81%-120%	121%+
Household Income Range	≤\$36,650	\$36,651-\$58,640	\$58,641-\$86,760	\$86,761+
Monthly Rent Range	≤ \$916	\$917-\$1,466	\$1,467-\$2,169	\$2,170+
Overall Units Needed	174	209	181	65
Total				629

The greatest rental housing gaps in Macon County are for units with rents of \$917-\$1,466 for households generally earning \$36,651-\$58,640 annually. All affordability levels have a notable rental housing gap in Macon County.

Based on the demographics of the market, approximately 40.0% of the demand for new rental housing could be specifically targeted to meet the needs of area seniors, though a project could be built to meet the housing needs of both seniors and families concurrently.

Housing Gap Estimates (For-Sale Housing)

Macon County has an overall for-sale housing gap of approximately 1,491 residential units at a variety of affordability levels.

Macon County, North Carolina				
For-Sale Housing Gap Estimates (2023-2028)				
Percent of Median Income	≤ 50%	51%-80%	81%-120%	121%+
Household Income Range	≤\$36,650	\$36,651-\$58,640	\$58,641-\$86,760	\$86,761+
Price Point	≤ \$122,167	\$122,168-\$195,467	\$195,468-\$289,200	\$289,201+
Overall Units Needed	65	160	670	596
Total				1,491

The greatest gap in the county appears to be for housing priced \$195,468-\$289,200 and for households generally earning \$58,641-\$86,760. Regardless, housing gaps (and development opportunities) exist among all affordability levels in both markets.

RECOMMENDATIONS

- **Set Realistic/Attainable Short-Term Housing Goals, Outline Long-Term Objectives and Monitor Progress:** The short-term goals could focus on establishing an Action Plan that outlines priorities while long-term objectives could include establishing a goal for the number of housing units that could be built or repaired and broadly outline the types of housing that could be considered.
- **Implement/Modify Policies:** Local government could consider supporting housing policies such as expanding residential density to allow for more units, modifying unit size requirements, supporting or leveraging developer incentives, waiving/deferring/lowering government fees, and exploring other measures specifically targeted to the types of housing that lead to meeting housing goals.
- **Encourage the Development of Senior-Oriented Housing:** Macon County has a large and growing base of seniors. It is recommended that the development of senior-oriented housing be supported, with possible incentives to encourage such development. This pertains to traditional senior rental product (e.g., independent living).

RECOMMENDATIONS

- **Formulate Education & Outreach Campaign to Support Housing Initiatives:** Local stakeholders could develop an overarching education program with a more unified objective that ultimately supports local housing efforts, which could include educating landlords on the Housing Choice Voucher program, informing potential homebuyers about homebuying requirements and assistance (credit repair, down payments, etc.), and advising existing homeowners on home repair assistance.
- **Encourage Development Partnerships:** The consolidation of the public and private sectors for certain housing initiatives can lead to improved efficiencies, larger financial capacities, and more cohesive residential development efforts.
- **Market Macon County's Housing Needs and Opportunities to Potential Residential Development Partners and Develop a Centralized Housing Resource Center:** The county should attempt to identify and market itself to the residential developers (both for-profit and nonprofit), real estate investors, housing advocacy groups and others active in the region.

RECOMMENDATIONS

- **Consideration Should be Given to Improving the Education and Job Training Opportunities for Adult Residents that Could Raise Earning Capacity and Expand the Skilled Labor Force Associated with the Construction Industry:** Expanding GED programs and/or skilled worker training programs and possibly incentivizing entrepreneurs to start businesses that involve residential construction and development could help with residential development efforts and housing affordability issues at the same time.
- **Consider Implementing a Marketing Plan and Developing Housing that will Attract Some Commuters that Travel into the County to Become Permanent Residents –** Develop a marketing plan or initiative that will attract non-resident commuters to become residents of Macon County. Such marketing efforts should coincide with the addition of new housing alternatives developed in the county.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – OLD BUSINESS

MEETING DATE: NOVEMBER 12, 2024

10(A). Mr. Cabe has requested time to update the Board on recovery efforts.

10(B). Mr. Morgan will present bids for the installation of a new septic system at the meeting.

10(C). Included in your packet is a contract for Wind River Construction for the repair of the porte-cochere at the Macon County Public Library. A vote to approve the award of the contract is needed.

10(D). Commissioner Higdon will present a proposal regarding Environmental Health fees as discussed at the October 8, 2024 meeting.

10(E). Included in your packet is the updated agreement with Fontana Regional Library which was approved by both Jackson and Swain County Boards of Commissioners as well as a document showing the revisions made and approved by both boards.

10(F). Included in your packet are: 1) Budget amendment #111, 2) WSP's proposal for special inspections & construction materials testing services, 3) Fee amendment to LS3P's contract to revise the design of the structural foundations of the middle school classroom addition, and 4) Terracon's proposal for environmental consulting services. Action is needed to approve all of these items and can be done in a single motion.

10(G). The following items are included in the packet: 1) Kessel Engineering Group's Proposal for Geotechnical Engineering, Special Inspections & Construction Materials Testing, and 2) Amendment to LS3P's contract to incorporate building commissioning services as required by the

North Carolina Energy Code. Services will be provided by CMTA Engineering, a consultant of LS3P. Action is needed to approve both of these items and can be done in a single motion.



November 05, 2024

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

Re: Post Bid Construction Document Modifications for:
Corrective Package for Macon County Public Library

Dear Mr. Morgan,

Jack,

I am submitting the Post-Bid Drawing Package for the: *Corrective Package for: Macon County Public Library / Issue Date: 11.05.24.*

Wind River Construction's Amended Bid Sum (attached) is based on the Post Bid Drawing Package. The amended Project Manual will be issued prior to construction.

I proceeded with post-bid VE Drawing updates in good faith for Wind River Construction's use in developing their Amended Bid Sum. The Post-Bid CDs reflect the reduced Scope of Work requested by Macon County. I spent 5 hours on the drawing package and expect updates to the Project Manual will take an additional 5+ hours.

I am requesting additional services for the requested VE coordination work as follows:

Requested Additional Services- Breakdown:
10-11 hours (\$1,100.00 to \$1210.00).

Let me know if you need any additional information at this time. I look forward to the project getting underway.

Please sign, date and return a copy for my records.

Thank you,

Peter S. Looper, AIA

Jack Morgan, Project Manager / Macon County

Date

1) Corrective Package Post bid (Amended Base Bid)

- Original PortaCochiere repair and restoration
- Operation discovery (remove ridge cap for evaluation)
- Includes all interior remediation and restoration for 8 feet down in either direction
- Includes Work on details 4A102 and 7A102 * Only exposed underlayment can be replaced, additional underlayment will require roof panel removal.
- Total \$409,000

2) Alternate 1

Additional cost to base bid \$85,000

- Base bid minus the cost of new cap
- Removal, storage, and replacement of existing roofing materials
- Labor and material of protective underlayment to ensure weathertight seal
- Additional labor and materials including expressing materials up and down
- *Not included new plywood underlayment or SIPS panels
- We suggest referring unit prices on original contract in order to be fair to both Owner and Contractor
- Unit price as Follows

Unit price #1

Remove and replace (10) 4'x8' sheets of existing 5/8" plywood sheathing. replace with new exterior grade 5/8" plywood sheathing

\$2,000 per (10) 4'x8' sheets

Unit Price #2

Remove and replace (10) SIPS roof panels

\$7,000 per (10) 4'x10' SIPS roof panels

3) Alternate 2

Additional cost \$ 116,000

- Base bid
- New ventilated roof and sleepers
- Labor and material of protective underlayment to ensure weathertight seal
- Additional labor and materials including expressing materials up and down
- *Not included new plywood underlayment or SIPS panels
- We suggest referring unit prices on original contract in order to be fair to both owner and contractor
- Unit prices listed above

FONTANA REGIONAL LIBRARY INTER-LOCAL AGREEMENT

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

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

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

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

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

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

I. Governments Involved

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

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

II. Purpose Statement

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

III. Structure of the Fontana Regional Library Board of Trustees

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

A. Membership

1. There shall be nine members of the Fontana Regional Library Board of Trustees, all of whom shall be full-time, year-round residents of the county from which they are appointed.
2. Each county shall have equal representation on the Fontana Regional Library Board of Trustees composed of three members from each county.
3. Members shall serve no more than two consecutive full terms and no single term shall be longer than three years.
4. Members shall be appointed in staggered terms to promote consistency as well as to accommodate change.
5. The Members from each county shall be appointed by the County Commissioners. County Commissioners may select from the recommendations made by the County Library Board.
6. Vacancies on the Fontana Regional Library Board of Trustees shall be filled by appointment from the County Commissioners for said seat for the remaining term of the member that created the vacancy.

B. Open meetings, Public Records and Public Comment

1. All Library Board meetings shall be conducted in accordance with the North Carolina Open Meetings laws set forth in Chapt. 143, Art. 33C, §§143-318.9 through 318.18. and subject to the Public Records laws of Chapt. 132 of the North Carolina General Statutes. All meetings shall be recorded by video and placed on Fontana Regional Library's website. .
2. There shall be a public comment period at the beginning of each library board meeting with no less than 3 minutes allowed per speaker. The comment period will be limited to 30 minutes. The library board may allow for additional time for public comments at the end of the meeting in the board's discretion.

C. Powers and Duties

1. Governance - Bylaws

The Fontana Regional Library Board of Trustees shall adopt bylaws and rules for its own governance as may be necessary and in conformity with the law and this agreement. These bylaws may be amended or repealed and new bylaws adopted by the affirmative vote of a majority of all the members of the Board of Trustees then holding office, provided that notice of the proposed action shall be stated in the call for the meeting and is given at least fifteen days prior to the meeting.

2. Policies

The Fontana Regional Library Board of Trustees is hereby delegated the power to adopt policies for the administration and operation of the Fontana Regional Library.

3. Director

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

1. These actions shall require a majority vote of the Fontana Regional Library Board of Trustees at which a quorum is present.
2. The Fontana Regional Library Director shall:
 - a. Have a valid North Carolina Public Librarian Certificate.
 - b. Be the chief executive and administrative officer of the Fontana Regional Library.
 - c. Function in accordance with the approved policies of the Fontana Regional Library and administer the Fontana Regional Library consistent with the policies adopted by the Board of Trustees.
 - d. A job description of the Director shall be placed on Fontana Regional Library's website.

4. Budget

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

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

5. Finance Officer

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

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

- d. A Fontana Regional Library budget report for each County Library Board shall be sent to the Chair of each County Library Board upon final approval for review.

6. Compliance

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

7. Facilities

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

8. Reports

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

9. Audit

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

IV. Financial Structure

- A. All monies from both state and local governmental units will be paid into the Fontana Regional Library as a public authority which will comply with the provisions of the N.C.G.S §159, the Local Government Budget and Fiscal Control Act.
- B. Each county will provide facilities necessary for the Fontana Regional Library to carry out its mission. Provision of these facilities will include utilities, building and grounds maintenance, improvements or rent for those facilities.
- C. Each county will pay the Fontana Regional Library an adequate amount of money necessary for the Fontana Regional Library to carry out its mission of providing the public of Jackson, Macon, and Swain counties with excellent service and convenient access to resources for their educational, informational, and recreational needs.. These funds will allow the Fontana Regional Library to pay for library materials and for operating expenses for libraries within that county. Funds from each county will also be used to contribute to joint operations.

- D. All state funds will be used for salaries and benefits of employees serving the whole Fontana Regional Library region, for library materials; for telecommunications or telephone services and any other region-wide service.
- E. The Finance Officer will account for all expenditures by source of funds.

V. Terms of Property Ownership

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

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

VI. Insurance Coverage and Indemnification

A. Insurance Coverage

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

B. Indemnification

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

VII. Provisions for Amendment

- A. This Agreement may be amended providing that all parties accept and agree to those amendments.
- B. Recommendations for amendments shall be forwarded to each of the counties in writing with a thirty-day period for consideration given. The proposed amendments will be forwarded to the County Commissioners, and shall be posted for 30 days on Fontana Regional Library's website. At the next regular meeting of the county boards after this thirty-day period, the amendments shall be voted on by those boards.
- C. Disagreements related to this Agreement shall be resolved first by a committee representatives of two commissioners from each county and the Fontana Regional Library Board of Trustees, and then by their legal counsels if necessary.

VIII. Provisions for Withdrawal

- A. A participating local governmental unit proposing to withdraw from the Fontana Regional Library shall, in accordance with NCAC 07 02I .0308 give written notice on or before July 1 to the Fontana Regional Library Board of Trustees, the other counties' Boards of Commissioners and the State Library of North Carolina. The withdrawal shall be effective the following June 30.
- B. Should that participating local governmental unit decide within this time period to rescind the proposal, that participating local governmental unit shall remain a part of the Fontana Regional Library under the same conditions and requirements as of the agreement currently in effect. under which they became a member.
- A. Should that participating local governmental unit fully withdraw, the following asset allocations would go into effect: Furniture and fixtures purchased by the Friends of the Library within the withdrawing county will remain with their respective library, and books and audiovisual materials will also remain with each library. Notwithstanding the aforementioned, assets located in the local library facility that were purchased by Fontana Regional Library with Fontana Regional Library funds and intended for Fontana Regional Library regional support services will remain assets of Fontana Regional Library.

IX. Provisions for Dissolution

- A. The Fontana Regional Library may be dissolved if two of the three participating local governmental unit parties withdraw in accordance with the procedures stated above.
- B. As included under N.C.G.S. Chapter 160A, Article 20, Part 1, Joint Exercise of Power, property if proved to be purchased by the Fontana Regional Library may be owned jointly as tenants in common by the participating counties; therefore, if the Fontana Regional Library is dissolved, the counties of Jackson, Macon, and Swain shall divide the joint assets equally among themselves.
- C. The distribution of properties and resources, if jointly owned, shall be accomplished by a committee composed of representatives from each county, a representative of the State Library of North Carolina, and the current Fontana Regional Director.

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

X. Term, Provisions for Periodic Review and Automatic Renewal

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

XI. Provisions for Termination of this Agreement

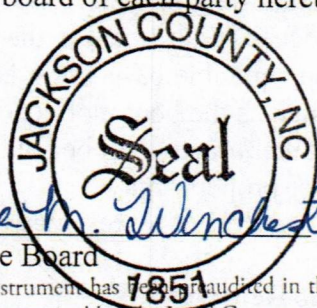
This Agreement may be terminated in accordance with Section IX above.

XII. Miscellaneous

- A. This Agreement constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.
- B. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- C. This Agreement shall be effective upon acceptance by all the parties hereto as indicated by the date of the last party to sign this Agreement as set forth below.
- D. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.
- E. All By-Laws, and Policies & Guidelines of Fontana Regional Library shall be revised to reflect the changes in this Agreement. If there is an ambiguity between this Agreement and the Fontana Regional By-Laws, this Agreement shall control.

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

Attest:



Angela M. Winchester
Clerk to the Board

This instrument has been audited in the Manner required by The Local Government Budget and Fiscal Control Act.

Dulcy
Finance Officer
Jackson County, North Carolina

Clerk to the Board

JACKSON COUNTY

by Mark L. ...
Board of Commissioners, Chair

Date: August 20, 2024

MACON COUNTY

by _____
Board of Commissioners, Chair

Date: _____



Christi ...
Clerk to the Board

SWAIN COUNTY

by Kevin ...
Board of Commissioners, Chair

Date: 8-22-2024

Secretary to the Board

FONTANA REGIONAL LIBRARY, INC

by _____
Board of Trustees, Chair

Date: _____

FONTANA REGIONAL LIBRARY INTER-LOCAL AGREEMENT

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

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

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

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

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

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

I. Governments Involved

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

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

II. Purpose Statement

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

III. Structure of the Fontana Regional Library Board of Trustees

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

A. Membership

1. There shall be nine members of the Fontana Regional Library Board of Trustees, all of whom shall be full-time, year-round residents of the county from which they are appointed.
2. Each county shall have equal representation on the Fontana Regional Library Board of Trustees composed of three members from each county.
3. Members shall serve no more than two consecutive full terms and no single term shall be longer than four three years.
4. Members shall be appointed in staggered terms to promote consistency as well as to accommodate change.
5. The Members from each county shall be appointed by the County Commissioners. County Commissioners may select from the recommendations made by the County Library Board or the community at large.
6. Vacancies on the Fontana Regional Library Board of Trustees shall be filled by appointment from the County Commissioners for said seat for the remaining term of the member that created the vacancy.

B. Open meetings, Public Records and Public Comment

1. All Library Board meetings shall be conducted in accordance with the North Carolina Open Meetings laws set forth in Chapt. 143, Art. 33C, §§143-318.9 through 318.18. and subject to the Public Records laws of Chapt. 132 of the North Carolina General Statutes. All meetings shall be recorded by video and placed on Fontana Regional Library's website. videotaped, archived on the library's website, and accessible by the public at all times.
2. There shall be a public comment period at the beginning of each library board meeting with no less than 3 minutes allowed per speaker. The comment period will be limited to 45 30 minutes. The library board may allow for additional time for public comments at the end of the meeting in the board's discretion. The public shall be permitted to ask questions for clarification directly through the Chair, who shall attempt to answer to the best of his or her ability.

C. Powers and Duties

1. Governance - Bylaws

The Fontana Regional Library Board of Trustees shall adopt bylaws and rules for its own governance as may be necessary and in conformity with the law and this agreement. These bylaws may be amended or repealed and new bylaws adopted by the affirmative vote of a majority of all the members of the Board of Trustees then holding office, provided that notice of the proposed action shall be stated in the call for the meeting and is given at least fifteen days prior to the meeting. Except as to policy amendments required by State or Statutory changes, prior to adoption or amendment to the by laws, the Board shall first adopt a resolution of intent to consider such adoption. The resolution of intent shall state the proposed by law amendments. At the same time that a resolution of intent is adopted, the Board shall

also call a public hearing on the proposed charter amendments, the date of the hearing to be not more than 45 days after adoption of the resolution of intent. A notice of the hearing shall be published at least once not less than 10 days prior to the date fixed for the public hearing, and shall contain a summary of the proposed amendments. Following the public hearing, but not earlier than the next regular meeting of the council and not later than 60 days from the date of the hearing, the council may adopt an ordinance amending the charter to implement the amendments proposed in the resolution of intent.

2. Policies

The Fontana Regional Library Board of Trustees is hereby delegated the power to administer and manage the Fontana Regional Library.

3. Director

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

1. These actions shall require a majority vote of the Fontana Regional Library Board of Trustees at which a quorum is present.
2. The Fontana Regional Library Director shall:
 - a. Have a valid North Carolina Public Librarian Certificate.
 - b. Be the chief executive and administrative officer of the Fontana Regional Library.
 - c. Function in accordance with the approved policies of the Fontana Regional Library and administer the Fontana Regional Library consistent with the policies adopted by the Board of Trustees.
 - d. A job description of the Director shall be placed on Fontana Regional Library's website for transparency.

4. Budget

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

1. Be administered under the same provisions as units of local government (N.C.G.S. §159), with all state funds administered by the Fontana Regional Library and expended throughout the region as described in 07 NCAC 021.0202.
2. Be a composite of the separate budgets of each county library, with an agreed upon amount paid by each county for the materials, salaries and operating expenses that are shared within the region which shall be sent to the Finance Officer in monthly installments.
3. Include a specified amount of funding for each library's operating costs with gifts, special memorials, endowment and trust income, and appropriations for capital outlay earmarked for the designated purpose.

4. A proposed annual budgets shall be posted on Fontana Regional Library's website for 30 days prior to approval vote, and final approved budget posted until replaced by a future budget.

5. Finance Officer

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

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

6. Compliance

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

7. Facilities

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

8. Reports

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

9. Audit

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

IV. Financial Structure

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

V. Terms of Property Ownership

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

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

VI. Insurance Coverage and Indemnification

- A. Insurance Coverage

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

B. Indemnification

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

VII. Provisions for Amendment

- A. This Agreement may be amended providing that all parties accept and agree to those amendments.
- B. Recommendations for amendments shall be forwarded to each of the counties in writing with a thirty-day period for consideration given. The proposed amendments will be forwarded to the County Commissioners Library Boards, and shall be posted for 30 days on Fontana Regional Library's website. At the next regular meeting of the county boards after this thirty-day period, the amendments shall be voted on by those boards.
- C. Disagreements related to this Agreement shall be resolved first by a committee representatives of two commissioners from each county and the Fontana Regional Library Board of Trustees, and by the legal counsel if necessary, and if still not resolved, the Fontana Regional Library Board of Trustees.

VIII. Provisions for Withdrawal

- A. A participating local governmental unit proposing to withdraw from the Fontana Regional Library shall, in accordance with NCAC 07 021 .0308 give written notice on or before July 1 to the Fontana Regional Library Board of Trustees, the other counties' Boards of Commissioners and the State Library of North Carolina. The withdrawal shall be effective the following June 30.
- B. Should that participating local governmental unit decide within this time period to rescind the proposal, that participating local governmental unit shall remain a part of the Fontana Regional Library under the same conditions and requirements as of the agreement currently in effect. under which they became a member.
- A. Should that participating local governmental unit fully withdraw, the following asset allocations would go into effect: Furniture and fixtures purchased by the Friends of the Library within the withdrawing county will remain with their respective library, and books and audiovisual materials will also remain with each library. Notwithstanding the aforementioned, assets located in the local library facility that were purchased by Fontana Regional Library with Fontana Regional Library funds and intended for

Fontana Regional Library regional support services will remain assets of Fontana Regional Library.

IX. Provisions for Dissolution

- A. The Fontana Regional Library may be dissolved if two of the three participating local governmental unit parties withdraw in accordance with the procedures stated above.
- B. As included under N.C.G.S. Chapter 160A, Article 20, Part 1, Joint Exercise of Power, property if proved to be purchased by the Fontana Regional Library may be owned jointly as tenants in common by the participating counties; therefore, if the Fontana Regional Library is dissolved, the counties of Jackson, Macon, and Swain shall divide the joint assets equally among themselves.
- C. The distribution of properties and resources, if jointly owned, shall be accomplished by a committee composed of representatives from each county, a representative of the State Library of North Carolina, and the current Fontana Regional Director.
- D. After all outstanding debts are resolved, any remaining funds from the member counties shall be returned to them and the distribution of any remaining State or Federal funds shall be determined by the State Library. Any land and building property, if owned by the Fontana Regional Library, shall be sold and the proceeds distributed to the counties, or the property may be distributed to the counties on an equitable basis as agreed upon by the committee of representatives. Other property such as the bookmobile, outreach van, computers and other technology, books, and any other assets shall be sold at auction and the proceeds divided among the counties, or property may be distributed in some other equitable manner as agreed upon by the committee of representatives.

X. Term, Provisions for Periodic Review and Automatic Renewal

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

XI. Provisions for Termination of this Agreement

This Agreement may be terminated in accordance with Section IX above.

XII. Miscellaneous

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

- B. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- C. This Agreement shall be effective upon acceptance by all the parties hereto as indicated by the date of the last party to sign this Agreement as set forth below.
- D. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.
- E. All By-Laws, and Policies & Guidelines of Fontana Regional Library shall be revised to reflect the changes in this Agreement. If there is an ambiguity between this Agreement and the Fontana Regional By-Laws, this Agreement shall control.

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

Attest:

JACKSON COUNTY

Clerk to the Board

by _____
Board of Commissioners, Chair

Date: _____

MACON COUNTY

Clerk to the Board

by _____
Board of Commissioners, Chair

Date: _____

SWAIN COUNTY

Clerk to the Board

by _____
Board of Commissioners, Chair

Date: _____

FONTANA REGIONAL LIBRARY, INC

Secretary to the Board

by _____
Board of Trustees, Chair

Date: _____



October 29, 2024

Macon County Finance Department
Lindsay Leopard
Accountant/Purchasing Agent
5 West Main Street
Franklin, North Carolina 28734

1308 Patton Avenue
Suite C
Asheville, North Carolina 28806
+1 (828) 252-8130
NC Engineering License No. F-1253

wsp.com

**Subject: Proposal for Special Inspections and Construction Materials Testing Services
Highlands School Addition and Renovations Project
545 Pierson Drive
Highlands, North Carolina
WSP Proposal No. 2024US322134**

Dear Lindsay Leopald,

WSP USA Environment & Infrastructure Inc. (WSP) is pleased to submit this proposal to provide Special Inspections (SI) and construction materials testing (CMT) services during the construction of the proposed Highlands School Addition and Renovations project in Highlands, North Carolina. This proposal presents our understanding of the proposed construction, outlines our proposed scope of services, cost information, and authorization procedures. Our understanding of the proposed construction is based on review of the drawings, specifications, Schedule of Special Inspections, and construction schedule provided electronically by Vannoy Construction.

Project Description

Based on project information and drawings provided electronically, our review of recent construction plans, preliminary construction schedule and conversations with the project team, we understand that portions of the existing Highlands School building will be renovated and that an approximately 2,000 square foot addition will be constructed. The addition will bear on shallow foundations that will be supported on a helical pile support system and will be framed with structural steel and reinforced masonry walls.

We understand that the demolition and construction will start in late October 2024 and is anticipated to be completed in September 2025.

Scope and Budget:

During construction, WSP will perform the following services at the request of your designated representative. Daily test results and observations will be reported to the appropriate site personnel at the time of testing. Written summaries of our daily test results and observations will be transmitted to the project team via email on a periodic basis. Based on our discussions with the design team, review of the available project plans and our experience on similar projects, we propose the following scope of services utilizing personnel with experience performing similar services on past projects.

WSP Safety

As with any construction project, safety is a top priority of ours. Prior to field activities, WSP will coordinate safety procedures with the general contractor and will develop safety plans for our employees associated with individual tasks to be completed at the site. WSP will also attend site safety training, if required, and abide by the site safety plan.

Special Inspector

WSP will provide a qualified person designated as the Special Inspector for the project. The Special Inspector will manage the Program of Special Inspections which includes:

- Provide management and oversight of the program of Special Inspections.
- Participate in construction meetings applicable to Special Inspection items.
- Perform inspections as outlined below or direct a qualified agent based on experience to provide inspection.
- Maintain and distribute project reports as necessary. Upon completion of project testing and inspections, a final report documenting the activities will be prepared and submitted to the project team (if requested).

We anticipate that the attendance will be required for up to three site meetings which may include monthly meetings and/or preconstruction meetings.

Soils and Foundations

- Observe a proofroll, or test pits, of the stripped subgrade prior to construction of the foundations and placement of additional fill within the footprint of the additions to determine if any undercutting is required.
- Observe placement of fill materials and conduct in-place field density tests to measure the percent compaction achieved for structural and site utility trench backfill.
- Conduct laboratory compaction tests on representative fill soils in general accordance with ASTM D698 and provide visual classification of the fill materials placed.
- Observe installation of helical piers to confirm they are installed per project plans and submittals provided.
- Perform inspection of shallow foundation excavations to verify that size and depth of foundations are as designed. Make observations in footing excavations to document that the foundation bearing area is level or benched, and free of loose soil, ponded water and/or debris prior to placement of concrete.

Cast-in-Place Concrete and Reinforcing Steel

- Obtain proposed concrete mix designs and verify appropriate mix use during specific concrete placement.
- Periodic observation of reinforcing steel to verify general compliance with plans and specifications.
- Periodic observation of bolts to be installed in concrete prior to and during placement.
- Periodic inspection of anchors installed in hardened concrete.
- Periodic inspection of formwork prior to the placement of concrete.
- Perform continuous observation of concrete placement for proper placement techniques.

- Obtain samples and perform tests on plastic concrete in the field including slump, air content and temperature.
- Cast concrete cylinder specimens for compressive strength testing.
- Cure, test and report concrete cylinder test results.
- Perform periodic observation of concrete curing techniques.

Structural Masonry

- Perform periodic visual inspections of structural masonry during construction in general accordance with the project specifications.
- Perform periodic inspection of on-site mortar and materials used during mixing.
- Periodic observation of reinforcing steel with masonry walls.
- Observe placement of grout within CMU walls.
- Obtain field samples of grout, perform laboratory curing and compressive strength testing, and report results for the cube/prism test specimens.
- Perform sampling and testing as required by project specifications.

We anticipate our services for Soils and Foundations, Cast-in-Place Concrete and Reinforcing Steel structural masonry require up to 70 site visits Senior Engineering Technician or Assistant Consultant, up to eight hours onsite for each visit

Structural Steel

- Verify fabricator meets the requirements of the North Carolina Building Code.
- Collect certificate of compliance from fabricator at the completion of fabrication.
- Verify material identification markings as specified and obtain manufacturer's certified mill tests/certificate of compliance for structural steel, bolts, nuts, washers, and weld filler material.
- Periodically inspect installation of bolts and tightening of snug-tight, pretensioned and slip critical joints. Verify proper tightening sequence.
- Visually inspect welds periodically.
- Inspect steel frame periodically for compliance with structural drawings, including bracing, member configuration and connection details.
- Inspect welding, fastening on the metal decking.
- Periodically inspect mechanical connections and welding of cold-formed steel to the structural frame and framing details.

These inspections and tests will be performed in general accordance with the AISC Manual of Steel Construction, the AWS Structural Welding Code, AWS D1.1, and/or the project specifications. We have assumed that site visits to the steel fabrication shop would not be required. We understand that there are no moment connections included in the proposed construction details. We anticipate that our services for structural steel inspections will require up to five visits by a Structural Steel Inspector/CWI, up to three hours onsite for each site visit.



Additional Services (included within this proposal)

- Laboratory testing of up to 19 sets of concrete cylinders, one set of masonry grout prisms, and laboratory compaction testing of soil and aggregate base course of up to two samples.
- Administrative support related to producing and distributing the results and records of our field and laboratory testing and inspection services.
- Project management, including management of WSP's internal safety and quality assurance programs.

Scheduling and Reporting

We will provide personnel for this project at the request of your representative. We request 24-hour notice prior to providing on-call personnel to enable us to schedule the work efficiently. For structural steel inspections we request at least a three-day notice to be able to effectively staff these services. Daily test results and observations will be reported to the appropriate site personnel at the time of testing. Written summaries of our daily test results and observations will be transmitted to the project team via email on a periodic basis.

Cost Estimate

Based on the requested scope of services described above, we recommend a budget allowance of \$74,300 for our services. Compensation for the services provided or additional services you request will be based upon the actual time spent and tests performed in accordance with the attached fee schedule.

For reference, the North Carolina State Construction Office has previously provided guidelines recommending a budget allowance of 0.5% to 1.0% of the construction cost for Special Inspections services. Our recommended budget allowance is in line with these guidelines.

Authorization

To authorize us to proceed with the scope of services outlined above and to make this proposal and our statement of Terms and Conditions the agreement between us, please sign the attached Professional Services Agreement and return a signed copy to us. We will then sign and finalize the agreement and return a copy to you.

Closing

WSP appreciates the opportunity to perform Special Inspections and construction materials testing services on this project. If you have any questions concerning the information in this proposal or if we may be of further service, please feel free to contact us.

Sincerely,

WSP USA Environment & Infrastructure, Inc.



Jill M. Heimberg, P.E.
Geotechnical Team Lead



Timothy P. Quigley, P.E.
Senior Engineer

Attachments: Fee Schedule
Professional Services Agreement



**WSP USA Environment & Infrastructure Inc.
Asheville, North Carolina**

**CONSTRUCTION MATERIALS TESTING SERVICES & SPECIAL INSPECTION SERVICES
FEE SCHEDULE**

**Highlands School Addition Project
Highlands, North Carolina**

October 29, 2024

WSP Proposal No. 2024US322134

I. TECHNICIAN/INSPECTOR SERVICES

- 1. Engineering Technician – (including calibrated equipment and expendable supplies), per hour \$52.00
- 2. Senior Engineering Technician – (including calibrated equipment and expendable supplies), per hour \$57.00
- 3. Steel Inspector, ASNT Level II or AWS Certified Welding Inspector, per hour \$95.00
- 4. Steel Inspector, ASNT Level III, per hour \$125.00

II. ENGINEERING SERVICES

- 1. Assistant Consultant, per hour..... \$85.00
- 2. Associate Consultant, per hour..... \$95.00
- 3. Consultant, per hour \$115.00
- 4. Senior Consultant, PE/PG, per hour \$125.00
- 5. Lead Consultant, PE/PG, per hour \$150.00
- 6. Assistant Vice President, per hour..... \$160.00
- 7. Vice President, PE/PG, per hour \$175.00
- 8. Senior Vice President, PE/PG, per hour..... \$200.00
- 9. Clerical/Administrative Assistant, per hour \$50.00

Overtime charges will apply to the above Technician/Inspector hourly rates for all time over 40 hours per week, work between the hours of 9:00PM and 6:00AM, and work on Saturdays, Sundays and Holidays. Overtime charges will be computed at 1.5 times the regular hourly rate.

III. EQUIPMENT, EXPENSES, AND SUPPLIES

- 1. Mileage (company vehicle), per mile..... \$0.65
- 2. Nuclear Density Gauge, per day..... \$75.00
- 3. Lodging (actual cost)..... Direct Cost plus 15%
- 4. Per Diems, per day GSA Rates
- 5. Other expenses, shipping, rental equipment, etc., if required..... Direct Cost plus 15%

IV. LABORATORY SERVICES

- 1. Natural Moisture Content, ASTM D2216, each \$12.00
- 2. Atterberg Limits, ASTM D4318, each..... \$60.00
- 3. Sieve Analysis, including Wash No. 200, of soils, ASTM D1140, each..... \$60.00
- 4. Percent Finer than No. 200 Sieve, ASTM D1140, each \$40.00
- 5. Standard Proctor Compaction Test, ASTM D698 (methods A or B), each \$135.00
- 6. Standard Proctor Compaction Test, ASTM D698 (method C), each \$165.00
- 7. Modified Proctor Compaction Test, ASTM D1557 (method A or B), each..... \$150.00
- 8. Modified Proctor Compaction Test, ASTM D1557 (method C), each..... \$180.00
- 9. Compressive Strength of Concrete Cylinders and cylinders held in reserve, each..... \$12.00
- 10. Compressive Strength of Grout or Mortar Cubes and cubes held in reserve (includes supplies and capping), each..... \$16.00
- 11. Compressive Strength of Grout or Mortar Prisms and prisms held in reserve (includes supplies and capping), each \$25.00
- 12. Bulk Specific Gravity and Density of Asphalt Core, each..... \$20.00

NOTE: Items not listed on this fee schedule will be quoted upon request.



Professional Services Agreement

PARTIES

THIS AGREEMENT (the "Agreement"), effective this 29th day of October 2024, is made by and between WSP USA Environment & Infrastructure Inc., a Nevada corporation, with an address at 1308 C Patton Avenue, Asheville, North Carolina 28806 ("WSP") and Macon County with an address of 5 West Main Street, Franklin, North Carolina 28734 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

PROJECT

CLIENT engages WSP to provide services in connection with: Highlands School Addition and Renovation project at 545 Pierson Drive, Highlands, North Carolina.

SCOPE OF SERVICES

WSP agrees to perform services in accordance with its Proposal as follows: Special Inspections and Construction Materials Testing Services – WSP Proposal No. 2024US322134 dated October 29, 2024.

CLIENT agrees that all services not expressly included are excluded from WSP's Scope of Services.

COMPENSATION (in U.S. Dollars) (check one)

X **Time and materials:** CLIENT agrees to compensate WSP for all hours worked and other costs incurred at the rates and terms set forth herein. Should the total cost of WSP's performance be greater than the estimated amount shown below, WSP will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

Labor Categories and Hourly Labor Rates:

Other Direct Costs (Reimbursed at cost plus ____ % mark-up):

Total estimated time and materials cost: **\$74,300**

In addition to the Agreement amount, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

ATTACHMENTS

The listed attachments form part of this Agreement:

1. WSP Proposal No. 2024US322134 dated October 29, 2024.
 2. Terms and Conditions
-

Terms and Conditions

1. COMPENSATION: Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a late fee of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or the maximum amount allowable by law on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by WSP in the collection of delinquent invoice amounts shall be paid by CLIENT.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify WSP of that fact in writing within ten (10) days from the date of receipt of WSP's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by WSP. WSP may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) WSP reasonably believes that CLIENT will be unable to pay WSP in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until WSP has been paid in full for all balances past due including applicable service charges and CLIENT provides WSP with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

If the payments under this Agreement are based on a time and materials basis, after January 1 of each subsequent calendar year, the rates may be increased by WSP up to an overall average increase of five percent (5%); provided that an overall average increase in excess of five percent (5%) shall be subject to CLIENT's approval. WSP shall provide CLIENT with thirty (30) days advance notice of any change in rates.

2. STANDARD OF CARE: WSP will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of WSP's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: WSP shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. WSP shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by WSP and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: WSP will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of WSP, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should WSP encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, WSP shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in WSP's reasonable opinion, the conditions cause an increase or decrease in WSP's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in WSP's compensation, schedule, or both. In the event no Change Order is agreed to, WSP reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. FORCE MAJEURE: Should performance of Services by WSP be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by WSP; earthquakes; fires; floods; labor disturbances; epidemics, pandemics; and unusually severe weather. WSP will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by WSP. The Parties agree that the current COVID-19 Pandemic shall be deemed a Force Majeure under this section and that any on-going or future potential or actual disruptions, or delays in performance of services or deliverables related to the COVID-19 Pandemic will be subject to the time and compensation requirements listed in this Section 6.

7. CLIENT'S RESPONSIBILITIES: CLIENT agrees to provide WSP all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by WSP for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for WSP's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. WSP will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to WSP in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will WSP assume possession or title, constructive or express, to any such samples or wastes.

10. LIMITATION OF LIABILITY: As part of the consideration WSP requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against WSP by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against WSP or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of WSP's standard of care hereunder shall be to require WSP to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WSP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENCE ACT(S), ERROR(S) OR OMISSION(S) OF WSP IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO WSP BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WSP OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WSP IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, WSP would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by WSP, (iv) the Limitation is merely a limitation of, and not an exculpation from, WSP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless WSP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to WSP performing the Services in accordance with the Standard of Care.

WSP and CLIENT each hereby waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including, but not limited to: loss of use, loss of revenue, loss of profit, loss of contracts, loss of product or production, or loss of business opportunity) incurred by either WSP or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which WSP shall be liable are limited to that proportion of such damages which is attributable to WSP's percentage of fault subject to the other limitations herein.

11. INDEMNITY. CLIENT agrees to defend, indemnify, protect and hold harmless WSP and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of

whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by WSP under this Agreement, unless such injury or loss is caused by the sole negligence of WSP.

12. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other.

13. COST ESTIMATES: If included in the Services, WSP will provide cost estimates based upon WSP's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only WSP's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. TERMINATION Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by WSP to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the WSP office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by WSP. The presence of WSP's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. WSP's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that WSP is not responsible for safety or security at a site, other than for WSP's employees, and that WSP does not have the contractual duty or legal right to stop the work of others.

17. DISPUTES. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the state of the WSP office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by WSP, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey WSP's reports or recommendations to any person or organization other than those identified in the project description without WSP's written authorization. CLIENT releases WSP from liability and agrees to defend, indemnify, protect and hold harmless WSP from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by WSP under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with WSP.

19. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of WSP and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall WSP be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by WSP. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure WSP services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and WSP have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT – Macon County

WSP USA Environment & Infrastructure Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT D
SCOPE OF ADDITIONAL SERVICES – Structural Foundation Design
Highlands School Project
November 3, 2024

Additional Services to revise the design of the structural foundations of the 2-story Middle School Classroom Addition. Re-design of the structural foundations is necessary because of the existing underground fuel storage tank that will remain under the footprint of the new classroom addition.

The owner has opted for abandoning the storage tank in place with the necessary remediation requirements for soil, groundwater and decommissioning of the tank.

The scope of these services is subject to the general conditions of the design contract executed October 27, 2022.

Fee

\$75,000.00

This fee is inclusive of all design consultants to LS3P and will be invoiced as a separate task as part of regular monthly invoicing.

Schedule

It is anticipated that this task will be entirely completed prior to November 30, 2024.

October 17, 2024

Macon County
5 West Main Street
Franklin, North Carolina 28734

Attn: Jack Morgan
C: (828) 371-1376
E: jmorgan@maconnc.org

Re: Proposal for Environmental Consulting Services
Highlands High School Addition
545 Pierson Drive
Highlands, North Carolina 28741
Terracon Proposal No. PKF247135

Dear Mr. Morgan:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Macon County (Client) to provide environmental consulting services related to the permanent closure of a 10,000-gallon underground storage tank (UST) and installation of a vapor intrusion mitigation system (VIMS) for the above-referenced site.

1.0 PROJECT INFORMATION

Terracon understands the property (hereinafter known as "the site") is located at 545 Pierson Drive in Highlands, Macon County, North Carolina and consists of a 14.51-acre parcel according to the Macon County Tax Assessor records (Macon County Parcel ID # 7449485399). The site is currently developed with a school building with associated parking lots and a sports field. Terracon previously completed a Limited Site Investigation (LSI) at the site to assess soil in the vicinity of a 10,000-gallon heating oil UST and associated product piping which is understood to be in the footprint of a planned addition to Highlands High School. The LSI was completed on half of JR Vannoy and Sons Construction (Vannoy). The results of the LSI indicated a release had occurred, but the measured concentrations were below North Carolina Department of Environmental Quality (NCDEQ) Action Levels.

Terracon was retained by Vannoy to complete Additional Assessment Activities (AAA) to determine potential containerization requirements and/or disposal options for impacted soil and groundwater in addition to a risk assessment. Petroleum constituents were found in both soil and groundwater samples collected during the AAA and the results were subsequently entered into the July 2024 NCDEQ Risk Calculator to conduct a conservative risk evaluation.

The Groundwater to Indoor Air Pathway exceeded risk thresholds for Residential receptors, which are based on 24-hour occupancy. Groundwater to Indoor Air also exceeded the risk threshold for Non-Residential Worker receptors. Terracon's AAA included a recommendation to design and install a VIMS¹.

Vannoy presented the Client with four mitigation options following review and dissemination of the LSI and AAA, correspondence with NCDEQ, and multiple stakeholder meetings with Terracon, Vannoy, and the Client. Mitigation Option #1, which consists of the in-place closure of the UST, special management and disposal of petroleum impacted soil and groundwater encountered during construction, and the installation of a VIMS was approved by the Macon County Board of Commissioners on September 16, 2024, and the Client subsequently requested a proposal from Terracon for third-party environmental consulting services during Vannoy's execution of Mitigation Option #1.

2.0 SCOPE OF SERVICES

The following Scope of Services presents Terracon's proposal for environmental consulting services related to execution of Mitigation Option #1.

2.1 Environmental Field Oversight and NCDEQ Correspondence

Terracon understands that the existing 10,000-gallon UST will be permanently closed in-place by Vannoy and its subcontractors as part of the initial site preparation for the planned addition and in accordance with Mitigation Option #1. Prior correspondence with NCDEQ indicates that an in-place closure for this UST has been approved by the NCDEQ Asheville Regional Office (ARO) and additional sampling is not required. Terracon submitted a Notice of Intent: UST Permanent Closure or Change in Service (UST-3 Form) to NCDEQ on October 15, 2024 in preparation for closure activities. After a 30-day waiting period required by NCDEQ, tank closure activities may commence.

This task will consist of Terracon oversight and documentation of the permanent UST closure and general environmental construction oversight related to the excavation and off-site disposal of petroleum impacted media generated during general construction activities after UST closure. Upon completion of closure activities, a Site Investigation Report for Permanent Closure or Change in Service of Registered UST (UST-2A) will be submitted to the NCDEQ ARO and NCDEQ UST Section Registration & Permitting office in Raleigh, North Carolina. Terracon will conduct field screening of soils removed during construction activities on an as-needed basis and will coordinate with Vannoy to determine when soil and/or groundwater requiring special management may be encountered. If requested by the Client, Terracon will also act as an authorized agent when signing non-hazardous waste disposal manifests for petroleum-impacted soil and/or groundwater that require off-site disposal.

1 - Terracon Consultants, Inc., 2024. Additional Assessment Activities – 545 Pierson Drive, Highlands, Macon County, North Carolina, Terracon Project Number: KF247065. September 6, 2024.

Please note that the scope of work and fees stated in this proposal do not include materials or construction costs for permanent UST closure or disposal costs for petroleum impacted soil and groundwater. Additionally, this proposal does not include costs related to the completion and recordation of a Notice of Residual Petroleum (NRP) restricting soil use at the site. Terracon understands an NRP will be required by NCDEQ for the site and the Client is aware of this as part of Mitigation Option #1.

2.2 Limited VIMS Construction Observation

Terracon has been retained by Vannoy to complete a passive sub-slab VIMS design consisting of a composite vapor membrane, collection and conveyance piping, and passive exhaust fans or turbines compatible with contaminants in subsurface soil, soil gas, and/or groundwater.

Terracon proposes to conduct limited field observations under this task to document construction of the proposed system as a third-part observer and Client representative for quality assurance during construction of the VIMS. In accordance with the manufacturer's system warranty requirements and project design, field observation and documentation will be conducted by manufacturer-trained personnel. Terracon will provide manufacturer-trained personnel for these services and these observation fees are included in this proposal.

Terracon's limited observation services will generally include:

- verifying that specified materials are used to construct the VIMS;
- measuring the aggregate backfill thickness;
- observing the installation of the vapor collection piping (and associated header piping) prior to the installation of the base layer;
- observing the installation of the base layer prior to being covered with the membrane;
- observing the application of the membrane layer;
- coupon testing of the composite membrane to verify installed thickness;
- observing smoke testing for leaks;
- observing placement of the protective layer on the membrane prior to it being covered with concrete;
- observing concrete pours over the membrane;
- observing installed vent risers, labeling, and sample ports; and
- observing roof-mounted fans or turbines for vent risers.

Coupon testing of the vapor membrane is required by the manufacturer to verify application thickness meets design specifications. Terracon will observe smoke testing of the vapor membrane by the certified VIMS installer. If leaks in the membrane or insufficient membrane thicknesses are observed during the smoke and/or coupon testing, Terracon will recommend to the installation contractor that these deficiencies be repaired according to the manufacturer's specifications.

Terracon has estimated a total of six site visits: five of the site visits will be related to the limited construction observation of the sub-slab components and the final site visit will be to check the above-grade components (vent risers, sample port[s], and roof-mount turbines) after they have been installed. Terracon requests notification from the general contractor as soon as the VIMS installation is scheduled in order to schedule appropriate personnel to conduct the construction observation services.

Please note that the scope of work and fees stated in this proposal do not include materials or construction costs for the VIMS.

2.3 VIMS Installation Observation Report

Following installation of the sub-slab and above-grade VIMS components, Terracon proposes to prepare a VIMS Installation Observation Report for the Client. This report will provide the project background as well as a summary of field activities observed during the VIMS installation. This Observation Report may be required to obtain an extended warranty from the VIMS material manufacturer. If the Client requests interim reporting (i.e., following installation of the sub-slab components but prior to installation of the above-grade components), additional fees may apply. Terracon's written reports will take precedence over verbal reports that Terracon personnel may have provided.

2.4 Summary Report (Optional Task)

If requested by the Client, Terracon will prepare a summary report documenting the investigation methods and findings of the LSI and AAA in addition to field observations of the permanent closure of the 10,000-gallon UST, excavation and removal of potentially impacted media during construction, and installation of the VIMS. The purpose of the summary report is to develop a document that succinctly describes the activities prior to the selection of Mitigation Option #1 and the execution of the mitigation strategy.

3.0 SCHEDULE

The proposed schedule to perform the above tasks is as follows:

- Terracon is prepared to initiate activities as described herein immediately following receipt of a signed Agreement for Services which is included as an attachment to this proposal.
- Construction observations can be scheduled according to the construction schedule. Terracon needs 48-hour notice prior to each event for scheduling field personnel and will coordinate with Vannoy directly.
- VIMS Installation Observation Report will be submitted 15 business days after the final observations.



- Summary Report will be submitted 15 business days after submission of the VIMS Installation Observation report. If requested by the Client, Terracon can delay the Summary Report until the NRP is recorded at the Macon County Register of Deeds.

4.0 COMPENSATION

The estimated fees for the above-referenced Scope of Services are provided below. If, as a result of these services, additional work is required outside the scope of this proposal, you will be contacted to discuss costs for additional work. Client authorization will be obtained prior to commencement of additional work outside the scope of services in this proposal.

Terracon will invoice for the proposed services as described below:

Tasks	Invoice Basis	Estimate ⁽¹⁾
2.1: Environmental Construction Oversight and NCDEQ Correspondence	Time & Materials ⁽²⁾	\$20,000 ⁽³⁾
2.2: Limited Construction Observation of VIMS	Time & Materials ⁽²⁾	\$10,500 ⁽⁴⁾
2.3: VIMS Installation Observation Report	Lump Sum	\$2,500
2.4: Summary Report (Optional)	Lump Sum	\$3,000
Total Estimated Cost with Optional Task:		\$36,000

Note 1: The above fee estimate does not include costs for permanent closure of the UST, containerization or off-site disposal of petroleum impacted soil and groundwater, materials or installation of the VIMS, or preparation and recordation of the NRP.

Note 2: The costs provided for Task 2.1 and 2.2 are presented as an estimate and will serve as a cost cap for the task. The task will be billed on a time and materials (T&M) basis according to the rates provided in **Attachment 1**. The estimated fee provided is based on our experience with similar projects in this area. If we anticipate exceeding the proposed cap, the Terracon PM will contact the Client in writing to receive authorization prior to proceeding.

Note 3: The estimate provided for Task 2.1 is based on 10 site visits with an average cost of \$2,000 per site visit and is dependent on the construction schedule.

Note 4: The estimate provided for Task 2.2 is based on six site visits with an average cost of \$1,750 per site visit and is dependent on the construction schedule.

The fee is valid for 45 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures. The fees are based on the assumptions and conditions provided at the time of this proposal.

5.0 LIMITATIONS

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, express or implied, regarding its services, findings, conclusions or recommendations. Please note that Terracon does not warrant the services of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. These services will be performed in accordance with the scope of services agreed with you, our client, as set forth in this proposal.

6.0 AUTHORIZATION

We have attached an Agreement for Services (**Attachment 2**) that is incorporated into this proposal and that you must sign to authorize us to do this work. If this proposal meets with your approval, please sign the attached AFS and return a copy to Kyle F. Church (kyle.church@terracon.com) or George K. Flores (george.flores2@terracon.com).

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal, please contact the undersigned.

Sincerely,
Terracon Consultants, Inc.



Kyle F. Church
Department Manager



George K. Flores P.E.
Office Manager

Attachment 1 – Schedule of Services and Fees

Attachment 2 – Agreement for Services

Attachment 1

Schedule of Services and Fees



**Schedule of Services and Fees
2024 Environmental Services**

I. PERSONNEL

Administrative Staff.....	\$70.00/hour
Senior Administrative Staff.....	\$80.00/hour
CAD Technician/Drafter.....	\$85.00/hour
Technician.....	\$80.00/hour
Field Engineer/Geologist/Scientist.....	\$95.00/hour
Staff Engineer/Geologist/Scientist.....	\$115.00/hour
Senior Staff Engineer/Geologist/Scientist.....	\$125.00/hour
Project Manager.....	\$135.00/hour
Project Engineer/Geologist/Scientist.....	\$155.00/hour
Senior Project Manager/Group Manager.....	\$175.00/hour
Senior Consultant/Engineer/Geologist/Scientist.....	\$210.00/hour
Principal/Senior Project Engineer/Senior Project Reviewer.....	\$225.00/hour

** An overtime premium of 1.5 times the hourly rate will apply for Technician services provided Monday-Friday that are in excess of 8 hours per day. Terracon staff services provided before 7:00 AM and after 6:00 PM, as well as services provided on Saturday, Sunday, and Terracon recognized Holidays will also incur a premium of 1.5 times the hourly rate unless otherwise specified.
Note: Deposition or court testimony at a minimum of 1.75 times regular rate - minimum of \$235.00/hour*

II. EXPENSES AND SUPPLIES

Vehicle Charge.....	\$0.77/mile
Overnight Per Diem, Lodging and Food.....	at Cost
Shipping charges, rental equipment, materials, permit fees or other contracted services.....	Cost + 15%
Subcontractors (including laboratory tests, drilling, private utility location, survey).....	Cost + 15%

III. ENVIRONMENTAL EQUIPMENT (Personnel Time Not Included)

YSI Multimeter.....	\$125.00/day
Electric Water Level Indicator.....	\$50.00/day
Hydrocarbon/Water Interface Probe.....	\$75.00/day
Peristaltic Pump.....	\$50.00/day
Monsoon Pump.....	\$100.00/day
Whale Pump.....	\$50.00/day
Turbidity Meter.....	\$40.00/day
Pore Water Sampler.....	\$50.00/day
PID.....	\$100.00/day
Hand Auger.....	\$25.00/day
Thermal Camera.....	\$100.00/day
Metal Detector.....	\$40.00/day
Hammer Drill.....	\$75.00/day
Generator.....	\$100.00/day
Marine/Other Portable Battery.....	\$25.00/day
Trimble GPS.....	\$175.00/day
PetroFlag.....	\$125.00/day + Sample Supplies
ColorTec.....	\$150.00/day + Sample Supplies
HACH Colorimeter.....	\$100.00/day + Sample Supplies
Injection Equipment (Pumps and Hoses).....	\$500/day
Level D PPE/Field Expendables.....	\$50.00/day

Attachment 2
Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Macon County NC ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Highlands HS - ENV Consulting Services project ("Project"), as described in Consultant's Proposal dated 10/14/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

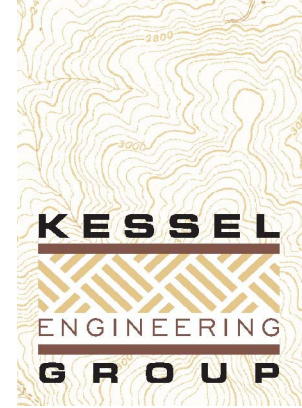
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: Terracon Consultants, Inc.
 By:  Date: 10/17/2024
 Name/Title: George K. Flores / Office Manager
 Address: 7 Glenn Bridge Rd, Ste A
Arden, NC 28704-3333
 Phone: (828) 476-4545 Fax: _____
 Email: George.Flores2@terracon.com

Client: Macon County NC
 By: _____ Date: _____
 Name/Title: Jack Morgan / Project Manager
 Address: 5 W Main St
Franklin, NC 28734
 Phone: (828) 371-1376 Fax: _____
 Email: jmorgan@maconnc.org

October 25, 2024

Ms. Laurie Carpenter
Macon County Finance Director
5 West Main Street
Franklin, NC 28734
lhall@maconnc.org



**Proposal for Geotechnical Engineering, Special Inspections &
Construction Materials Testing Services
New Franklin High School and Stadium
Franklin, North Carolina
KEG Proposal No. PA21-3576-04**

Ms. Carpenter:

Kessel Engineering Group, PLLC (KEG) is pleased to have the opportunity to submit this proposal to provide geotechnical engineering, Special Inspections and construction materials testing services for the proposed new Franklin High School and Stadium project in Franklin, North Carolina. This proposal includes information regarding the scope of service we can provide based on our understanding of the project information and items relating to scheduling, compensation and authorization.

PROJECT INFORMATION

Previous project information was documented in KEG geotechnical reports JA21-4368-01, JA21-4368-02, JA21-4368-03, and JA21-4368-04. Updated project information has been provided by Ms. Emily Kite, AIA of LS3P in numerous email and telephone correspondences. We have also been provided with the following electronic documents:

- Civil, architectural, and structural drawings, Volumes 1, 2, 3A, 3B, 4, by LS3P, dated 06-05-2024, revision dated 09.16.2024 and marked “Conformed for Construction”.
- *Statements of Special Inspections*, Sheets SI-001, SI-002, SI-001-2, and SI-002-2, by Arp Engineering, Inc., revision dated 09.16.2024 and marked “Conformed for Construction”.
- *Franklin High School & Stadium – Project Schedule – 20 pages*, by Carroll Daniel Construction, dated 06-25-2024, and showing primary project milestones with a project start date in November 2024 and completion date in December 2027.

PROPOSED SCOPE OF SERVICE

KEG can provide the following geotechnical engineering, Special Inspections and construction materials testing services in conjunction with the structural engineer of record and in accordance with the project specifications and Statements of Special Inspections (SOSI). Other Special Inspections and construction materials testing services are available upon written request.

Geotechnical Engineering

1. Provide geotechnical exploration and engineering design services pertaining to the new reinforced soil slope (RSS) construction on the north side of the project site (Frogtown), including the CPT dissipation testing, inclinometer installation, and triaxial shear testing required by the geotechnical report.
2. Provide geotechnical consulting services for various geotechnical related issues as they arise during the construction phase of the project.

KESSEL ENGINEERING GROUP

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WWW.THEKESSELGROUP.COM

Soils, Shallow Foundations & Site Retaining Walls

1. Observe and test subgrade prior to fill placement to locate areas which may require additional excavation or rework.
2. Monitor excavating operations to determine when specified materials have been exposed.
3. Perform laboratory compaction tests on representative fill soils in accordance with ASTM D 698 and ASTM D 1557, as specified in the project requirements.
4. Perform laboratory testing on representative fill materials, including Proctor tests and sieve tests, to verify the materials are acceptable for use as fill.
5. Observe fill placement and perform field density tests to measure percent compaction of engineered fill.
6. Make observations and test soils in foundation excavations to evaluate the exposed soil conditions relative to the specified foundation design.
7. Verify undercut quantities by observing, measuring, and documenting the size of undercut areas.
8. Perform site retaining wall inspections and testing as applicable/required by design documents.
9. Report daily soils testing and observation activities to your representative.

Special Foundations – Aggregate Piers

1. Provide continuous observation of special foundation construction and applicable testing services including inspection of aggregate placement and densification efforts.
2. Verification of relative pier placement locations, installation depths, average lift thicknesses, and installation procedures, as applicable.
3. Provide observations and verification during test pier modulus testing.

Cast-in-place Concrete

1. Perform periodic inspection of appropriate mix design use during installation of concrete.
2. Perform periodic inspection of reinforcing steel including size, spacing, cover, positioning and grade.
3. Periodic inspection of reinforcing welds to verify weldability and preheating of steel as required.
4. Perform continuous inspection of concrete placement to verify procedures for consolidation and to verify conveyance and depositing avoids segregation and contamination.
5. Obtain samples and perform tests on plastic concrete in the field including slump, air content, unit weight and temperature.
6. Prepare 4 inch x 8 inch concrete cylinder specimens for compressive strength testing.
7. Cure, test, and report concrete specimen test results.
8. Perform periodic inspection of curing, cold weather protection, and hot weather protection procedures.
9. Services will also include testing of site concrete (sidewalks, steps, concrete curb and gutter systems, etc.).
10. Report daily concrete testing activities to your representative.

Structural Masonry

1. Perform periodic inspection of appropriate mix design use during installation of mortar and grout.
2. Perform periodic inspection of masonry reinforcement steel including size, spacing, cover and positioning.
3. Perform periodic inspection of construction of grouting including placement and procedures for consolidation.
4. Perform periodic inspection of cold weather protection, hot weather protection, and precipitation protection procedures.
5. Obtain samples of plastic mortar and grout in the field.
6. Prepare 3-inch x 6-inch grout prism specimens and 2-inch x 2-inch mortar cube specimens for compressive strength testing.
7. Report daily concrete masonry test activities to your representative.

Structural Steel, High-Strength Bolting, and Welding

1. Confirm fabricator is AISC certified per contract documents and meets requirements of NCSBC and collect Certificate of Compliance from fabricator and bolt supplier.
2. Collect and review welding procedure specification (WPS) and verify manufacturer certifications for welding consumables.
3. Perform inspection of welding in accordance with the SOSI. Also, perform periodic visual inspections of weld quality and perform continuous testing of moment welds, if applicable.
4. Perform periodic inspection of high-strength bolted connections for proper tension and hardware.
5. Perform inspection of structural steel framing and joint details.
6. Perform inspection of connections of metal decking including welding and side-lap fastening.
7. Perform periodic inspections of shear stud welds and confirm required number of studs installed.
8. Report daily structural steel, high-strength bolting, and welding test activities to your representative.

Cold-Formed Steel Deck, Open-Web Steel Joists and Joist Girders

1. Perform Special Inspections of cold-formed steel deck in general accordance with the requirements provided in the SOSI.
2. Perform Special Inspections of open-web steel joists and joist girders in general accordance with the requirements provided in the SOSI.
3. Report daily inspection activities to your representative.

Spray-Applied Fire-Resistant Material

1. Review approved construction documents outlining the fire resistance design for each beam, column, or assembly.
2. Inspect structural member surface conditions prior to the application to the sprayed fire-resistant material.
3. Verify ambient air temperature and ventilation is suitable for application and curing.
4. Test thickness of the sprayed fire-resistant materials in accordance with ASTM E 605.
5. Test density of the sprayed fire-resistant materials in accordance with ASTM E 605.
6. Test bond strength of sprayed fire-resistant materials in accordance with ASTM E 736.
7. Report daily sprayed fire-resistant materials test activities to your representative.

Fire-Resistant Penetrations and Joints, Smoke Control Testing

1. Perform Special Inspections of fire-resistant penetrations and joints in general accordance with the requirements provided in the SOSI.
2. Provide a subcontractor consultant to perform smoke control testing within the required location(s). At this time, we understand this testing is required at the auditorium stage only.
3. Report daily inspection activities to your representative.

Pavement Base Course and Asphalt Testing

1. Observe proofrolling of the subgrade prior to placement of base course materials.
2. Perform laboratory compaction tests on representative samples of aggregate base course materials in accordance with ASTM D 698 or ASTM D 1557, whichever is specified in the project requirements.
3. Measure the stone thickness at various locations along the proposed parking and roadways to verify the in-place stone depth meets the minimum project requirement.
4. Perform field density tests on aggregate base course to measure the percent compaction.
5. Perform density tests on in-place asphalt pavement to measure percent compaction. Testing will be performed by nuclear gauge methods.
6. Report daily tests results to your representative.

Our work will be directed and supervised by our Mr. Ian Johnson, P.E. Support engineering services will be provided by senior engineer Ms. Courtney King, P.E. and project engineer Mr. Matthew Gibson, P.E. KEG will provide properly trained personnel to perform our work. Reports documenting field and laboratory observations and tests for this project will be reviewed, signed, and stamped by Mr. Johnson as appropriate.

SCHEDULING

We will provide KEG personnel for this project as requested. Please provide 48-hour notice prior to our providing on-call personnel to enable us to schedule the work efficiently. Structural steel inspections typically require a one-week notice prior to providing our sub-contractor inspector for an inspection.

COMPENSATION

The fees for our services will depend heavily upon the construction schedule and encountered subsurface conditions and will be based on the unit rates provided on the attached fee schedule. Please note that overtime rates will apply for technician time in excess of 8 hours per day, night work, weekends and during holidays. Overtime will be billed at 1.5 times the normal technician rate. We anticipate that a number of tasks will be performed concurrently across the project site. When possible, we will perform concurrent tasks during the same site visits to reduce travel/mileage costs to the Owner.

We anticipate additional geotechnical exploration and engineering design services associated with the new reinforced soil slope (RSS) construction on the north side of the site will be on the order of **\$85,000**. This includes geotechnical design services, performance of additional dissipation Cone Penetrometer Testing (CPT) testing within the RSS bearing zone footprint, installation of three (3) inclinometers at the toe of the RSS, and performance of approximately ten (10) triaxial shear tests of fill slope soil materials gathered during RSS construction.

Based on the schedule provided by Carroll Daniel Construction and described above, we anticipate our “not-to-exceed” budget for the above Special Inspections and CMT scope of service will be on the order of **\$1,255,200**, or approximately 1.02% of the total project cost. The North Carolina State Construction Office indicates in its Special Inspections Guidelines (2020 version) that Special Inspections typically range between 0.25% and 1.0% of the total construction costs. Higher percentages are generally associated with complexity of projects and increased travel distances. We anticipate that two (2) field personnel will be required on this project site for much of the project duration due to anticipated concurrent construction on separate areas of the project site (i.e. main campus and stadium construction areas).

This budget estimate is inclusive of anticipated inspector/technician onsite and travel cost fees, laboratory testing, engineering review/coordination, and administrative fees. In addition to the anticipated quantities noted below in Table 1, this budget estimate makes the following assumptions:

1. KEG field staff will be onsite 8 hours per day (on average). The roundtrip travel time and mileage from our Asheville office to the jobsite are approximately 2.5 hours and 140 miles, respectively. In some scenarios, we may elect to have our field staff stay overnight locally. Overnight charges will be at the per diem rate as shown on the attached fee schedule.
2. A KEG subcontractor special inspector for structural steel inspections will make approximately 60 site visits.
3. A KEG project engineer will perform site visits on an assumed twice-a-week basis and assist with Special Inspections and project management. A KEG senior engineer will perform site visits on an assumed twice-a-month basis.

Based on our review of the provided project schedule, we understand that the total construction schedule will be on the order 37 months (November 2024 to December 2027). Based on our experience and review of project milestones on the provide schedule, we estimate that KEG personnel will be required for roughly 25 months, or approximately 110 weeks. We have estimated the following number of weeks/visits for which our field staff will be required onsite as indicated on Table 1. Estimates of office staff hours and the number of laboratory test samples are also included.

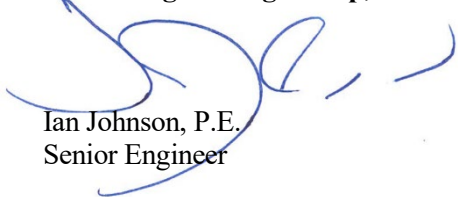
Table 1: Estimated Quantities for SI/CMT Services				
	Project Personnel	Estimated Schedule		
		# Weeks	# Visits	Daily Hrs/visit incl. Travel
Field Staff	Lead Special Inspector	110	550	11
	Support Tech. 1	50	250	9
	Support Tech. 2	10	50	5
	Steel Inspector	30	60	varies
	Fire Suppression Sub	1	tbd	tbd
Office Staff	Project Personnel	# Weeks	Estimated Schedule	
			Average Hrs/Week	
	Senior Engineer	110	20 to 25	
	Project Engineer	75	12	
Admin / Word Processing	110	2		
Laboratory Testing	Sample Type		Estimated # Samples / Usages	
	Concrete cylinder samples		2000	
	Masonry grout/mortar samples		1000	
	Soil Proctors samples		25	
	Fireproofing density samples		330	
	Nuclear Gage Usages		200	

AUTHORIZATION

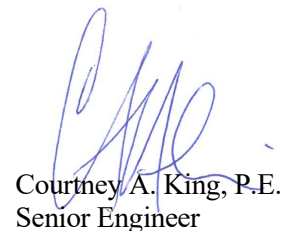
To authorize us to provide the proposed scope of service, please sign the attached Acceptance Sheet and return one copy to us. Please note that the attached terms and conditions are a part of this proposal. If you have any exceptions or special requirements not covered in this proposal, they should be listed on the Acceptance Sheet. Also, please provide a distribution list of individuals to whom we should send field reports and other reports. This will aid in our distributing information to the appropriate individuals in a prompt and timely manner. If a purchase order is issued to us for providing the services outlined in this proposal, please reference the proposal number noted on this proposal and the date in the purchase order. Issuance of a purchase order will be an acceptance of this proposal and associated documentation, and considered authorization to provide the services outlined herein.

Kessel Engineering Group, PLLC appreciates the opportunity to offer our Special Inspections and construction materials testing services to you during this project. Please feel free to give us a call if you have any questions regarding this proposal.

Sincerely,
Kessel Engineering Group, PLLC



Ian Johnson, P.E.
 Senior Engineer



Courtney A. King, P.E.
 Senior Engineer

*Proposal for Geotechnical Engineering, Special Inspections and CMT Services
New Franklin High School and Stadium
Franklin, North Carolina*

*October 25, 2024
KEG Proposal No. PA21-3576-04*

Attachments: KEG Fee Schedule
Acceptance Sheet
Terms and Conditions

Distribution: Ms. Laurie Carpenter, Macon County Finance Director; lhall@maconnc.org

**KESSEL ENGINEERING GROUP
2024-2025 FEE SCHEDULE
New Franklin High School and Stadium**

ENGINEERING SERVICES

Staff Professional, per hour.....	\$95.00
Project Engineer, per hour	\$120.00
Senior Engineer, per hour	\$140.00
Principal Engineer, per hour	\$160.00
Word Processor, per hour	\$50.00
Mileage, per mile	\$00.80

TESTING/INSPECTION SERVICES

Engineering Technician, per hour ¹	\$50.00
Special Inspector, per hour ¹	\$58.00
Chief Technician, per hour ¹	\$60.00
CMT Manager, per hour ¹	\$60.00
Structural Steel Technician, per hour ¹	\$85.00
Technician/Inspector Overtime, 1.5 times hourly rate ²	
Overnight per diem, per person ³	\$225.00
Expendable Supplies, per day	\$24.00
Nuclear Gauge, per day.....	\$75.00
Core Drilling, per day	\$100.00
Generator, per day.....	\$80.00
Mileage, per mile	\$00.80

LABORATORY SERVICES

Concrete Materials

Sieve Analysis (Fine Aggregate), each	\$50.00
Sieve Analysis (Coarse Aggregate), each	\$60.00
Organic Impurities (ASTM C-40), each	\$40.00
Specific Gravity (Fine/Coarse Aggregate), each	\$50.00
Absorption (Fine/Course Aggregate), each	\$45.00
Unit Weight (ASTM C-29), each.....	\$40.00

Soil Testing

Natural Moisture Content, each	\$12.00
Unit Weight and Moisture Content, each.....	\$60.00
Liquid and Plastic Limits, each.....	\$80.00
Grain Size, Wash No. 200 Sieve, each	\$80.00
Grain Size, Hydrometer Analysis, each.....	\$140.00
Percent Finer than No. 200 Sieve, each	\$35.00

Compaction Testing

Standard Proctor Compaction Test (ASTM D-698 or AASHTO T-99), each.....	\$130.00
Modified Proctor Compaction Test (ASTM D-1557 or AASHTO T-180), each.....	\$150.00

Compression Test for Concrete, Mortar, Grout

Concrete cylinders (includes reserve cylinders), each.....	\$12.00
Grout prisms (includes reserve prisms), each.....	\$20.00
Mortar cubes (includes reserve cubes), each	\$20.00
Cores, each.....	\$36.00

Spray-Applied Fireproofing

Density, each.....	\$15.00
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- Notes: 1. Hourly rates apply for load up time, testing and observation time, travel time, and field report time. Measurement of concrete slump, temperature, air content and fabrication of test cylinders is included in technician hourly rate. Similarly, observation of proofrolling and performance of field density tests is included in hourly rates.
2. Overtime is defined as time in excess of 8 hours per day, time before 7am or after 5pm, and time on Saturdays, Sundays and/or holidays.
3. During certain phases of the project, we may elect to have field personnel remain overnight in Franklin to avoid excessive daily commutes. This includes periods when consecutive work days with onsite time in excess of 9 hours onsite are anticipated, when early morning concrete pours are scheduled, or similar conditions.

*Items not listed on this Fee Schedule will be quoted upon request. Miscellaneous expenses will be invoiced at our cost-plus 20 percent. Rates shown are valid for the 2024 and 2025 calendar years, and will increase 5 percent annually each year thereafter to reflect an anticipated increase in costs of services and materials.

KESSEL ENGINEERING GROUP, PLLC
582 Hendersonville Road, Suite One
Asheville, North Carolina 28803

Phone (828) 277-6351
Fax (828) 277-6355

ACCEPTANCE SHEET

The purpose of this sheet is to obtain your written authorization for our services as outlined in the attached proposal. Compensation for our services will be based on the actual work performed and will be based on the unit rates provided on the attached fee schedule. Please note that the Terms and Conditions are a part of this contract. Please list any exceptions or special requirements in the space provided below under "Special Instructions". Transmittals will be issued electronically via email. Please indicate in the "Special Instructions" section if paper copies of transmittals are required. If applicable, please also provide a distribution list of individuals to whom we should send a carbon copy of transmittals in reference to this project. This will aid in our distributing information to the appropriate individuals in a prompt and timely manner.

**Proposal for Geotechnical Engineering, Special Inspections &
Construction Materials Testing Services
New Franklin High School and Stadium
Franklin, North Carolina
KEG Proposal No. PA21-3576-04**

WORK AUTHORIZED BY:

REMIT INVOICE TO: (if different)

Signature Date

Print Name

Title

Company Name

Address

City, State, Zip

Email Address

Signature Date

Print Name

Title

Company Name

Address

City, State, Zip

Billing Contact, Phone Number

SPECIAL INSTRUCTIONS:

TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** Kessel Engineering Group, PLLC, through and by its officers, employees and subcontractors, (hereinafter KEG) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third party beneficiaries are intended by this agreement.
2. **PAYMENT TERMS.** Client agrees to pay KEG's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of invoice, Client agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if KEG's fee is collected through an attorney. No deduction shall be made from invoice on account of liquidated damages unless expressly included in the Agreement. After five days prior notice to Client, KEG may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by KEG within 60 days of Client's receipt of KEG's invoice. Invoices will be sent approximately monthly for the services performed.
3. **STANDARD OF CARE.** KEG will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of KEG's profession practicing in the same or similar locality at the time of service. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.
4. **INSURANCE.** KEG maintains insurance coverage as follows:
 - a. Worker's Compensation Insurance.
 - b. Employer's Liability Insurance.
 - c. Commercial General Liability Insurance.
 - d. Professional Errors and Omission.Certificates of Insurance can be provided upon acceptance of this agreement and upon request.

5. **PROFESSIONAL LIABILITY.** For additional consideration from KEG of \$10.00, receipt of which is hereby acknowledged, Client agrees that KEG's liability, and that of its officers, directors, employees, agents and subcontractors, to Client or any third party due to any negligent professional acts, errors or omissions or breach of contract by KEG will be limited to an aggregate of \$10,000 or KEG's total charges, whichever is greater. If Client prefers to have higher limits of professional liability, KEG agrees to increase the aggregate limit, up to a maximum of \$100,000, upon Client's written request at the time of accepting our proposal, provided Client agrees to pay an additional consideration of 5% of total charges, or \$500, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by KEG and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law.
6. **SITE OPERATIONS.** Client will arrange for right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

KEG's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. KEG's field personnel will avoid hazards or utilities which are visible to them at the site. If KEG is advised in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, we will give special instructions to our field personnel. KEG is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties, except to the extent such damage or loss is a result of KEG's negligence. Otherwise, Client agrees for the additional consideration of \$1.00, to indemnify and hold KEG, its directors, officers, employees, agents and subcontractors harmless, from any such claims, suits or losses, including related reasonable attorney's fees.

KEG will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in KEG's proposal, KEG's charges do not include cost of restoration due to any related damage which may result. If Client requests KEG to repair such damage, KEG will do so at an appropriate additional cost.

Field tests or boring locations described in KEG's report or shown on sketches are based on specific information furnished by others or estimates made in the field by KEG personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in KEG's proposal or report.

7. **FIELD REPRESENTATIVE.** The presence of KEG or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as authorized by Client. Should a contractor(s) not retained by KEG be involved in the project, Client will advise such contractor(s) that KEG's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. Client will also inform contractor that the presence of KEG's field representative for project administration, assessment, observation or testing will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (not a subcontractor of KEG) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that KEG will not be responsible for job or site safety or security on the project, other than for KEG's employees and subcontractors, and that KEG does not have the duty or right to stop the work of the contractor.

8. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing KEG's services. If this occurs, KEG will promptly notify and consult with Client, but will act based on KEG's sole judgment where risk to KEG personnel is involved. Possible actions could include:
 - a. Complete the original Scope of Services in accordance with the procedures originally intended in KEG's proposal, if practicable in KEG's judgment;
 - b. Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
 - c. Terminate the services effective on the date specified by KEG in writing.

9. **DOCUMENTS.** KEG will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:
 - a. All documents generated by KEG under this Agreement shall remain the sole property of KEG. Any unauthorized use or distribution of KEG's work shall be at Client's and recipients sole risk and without liability to KEG. KEG may retain a confidential file copy of its work product and related documents.
 - b. If Client desires to release, or for KEG to provide, our report(s) to a third party not described above for that party's reliance, KEG will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees to inform such third party that KEG's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for KEG and by this request Client waives any such claim if KEG complies with the request.

- c. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by KEG pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without KEG's prior written approval.
- d. Client shall furnish documents or information reasonably within Client's control and deemed necessary by KEG for proper performance of our services. KEG may rely upon Client-provided documents in performing the services required under this Agreement; however, KEG assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client, but KEG may retain one confidential file copy as needed to support its report.
- e. Upon Client's request, KEG's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by KEG in its files, with at least one written copy provided to Client, shall be the official base document. KEG makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to KEG's attention by Client. Any modifications of such magnetic copy by Client shall be at Client's risk and without liability to KEG. Such magnetic copy is subject to all other conditions of this Agreement.
10. CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.
11. OPINIONS OF COST. If requested, KEG will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, KEG's designs or KEG's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with KEG. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond KEG's control.
12. TESTIMONY. Should KEG or any KEG employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing, or trial, in relation to services provided under this Agreement, and KEG is not a party in the dispute, then KEG shall be compensated by Client for the associated reasonable expenses and labor for KEG's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides KEG such compensation, Client will receive a credit or refund on any related double payments to KEG.
13. CONFIDENTIALITY. KEG will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.
14. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of North Carolina.
15. PRIORITY OVER FORM AGREEMENT/PURCHASE ORDERS. The Parties agree that the provisions of these terms and conditions shall control over and not be superseded by any provisions of any other documents or writings and may be amended only by written instrument signed by both Client and KEG. Client may issue purchase orders to KEG to satisfy Client's purchasing requirements. It is agreed that the terms and conditions included in such purchase orders shall be considered deleted in their entirety and such terms and conditions shall be void.
16. SURVIVAL. All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and KEG shall survive the completion of the services and the termination of this Agreement.
17. SEVERABILITY. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
18. ASSIGNMENT. This Agreement may not be assigned by either party without the prior permission of the other.
19. CONSIDERATION. The parties agree that the charges for KEG's services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.
20. INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

END OF DOCUMENT

EXHIBIT D
SCOPE OF ADDITIONAL SERVICES –Building Commissioning
Franklin High School
November 5, 2024

Building Commissioning Services as required by the North Carolina Energy Code, to be provided by CMTA Engineering, a consultant of LS3P.

The scope of these services is subject to the general conditions of the design contract executed October 27, 2022.

Fee

\$135,800.00

This fee is inclusive of all scope of services provided by CMTA Engineering and is a direct service to Macon County, invoiced by LS3P as a separate task as part of regular monthly invoicing.

Schedule

The scope of these services will run concurrent to the construction of the New Franklin High School and Stadium anticipating completion of all required reporting and close-out documentation in early 2028.

Attached: CMTA consultant proposal for building commissioning services.

June 10, 2024

Emily Kite
Senior Project Manager
LS3P
emilykite@ls3p.com

Re: Macon CS Franklin HS
Commissioning Proposal

Emily,

CMTA Charlotte based commissioning group is pleased to offer a proposal to conduct MEP commissioning services for the new Macon County Schools Franklin High School project. We are excited at the opportunity to help you achieve your goals and to provide you with excellent commissioning services. Enclosed is our fee proposal for providing HVAC commissioning services. Our services conform to the International Energy Conservation Code and ASHRAE 90.1.

We propose to use the following Commissioning Team to meet your project requirements:

Kevin Richey, LEED® AP, QCxP – Commissioning Authority and Project
Manager
Eric Knight – MEP Field Technician
Mike Powers – MEP Field Technician
Shaun Browne – MEP Field Technician
Zachary Schneider, P.E. – Commissioning Project Engineer

Project Scope:

- Design documents to be completed this summer.
- Construction is scheduled to begin in fall 2024 with completion in Summer 2026.
- Energy related systems:
 - Mechanical systems, including HVAC&R equipment and BAS controls.
 - Plumbing service water heating systems, pumps, and controls.
 - Electrical distribution, lighting systems, including daylighting controls.

Commissioning Activities:

- Prepare commissioning specifications for Division 01, 22, 23, and 26 for the project manual.
- Prepare and implement the Commissioning Plan which describes the commissioning process and roles of team members.
- Conduct a commissioning kick-off meeting to discuss commissioning activities for each project. Owner Representatives, Design team / General Contractor, Plumbing Contractor, Electrical Contractor, Mechanical Contractor, TAB personnel, BAS Control Contractor, and other interested parties should attend.
- Review contractor submittals for compliance with the contract documents and Owner's expectations.
- Provide up to ten (10) periodic site visits during MEP activities to verify proper installation of equipment and systems. Each site visit is documented, and reports issued to construction team members for action.
- Conduct up to three (3) commissioning related meetings with the Owner, prime contractor, and MEP subcontractors. The subject of these meetings could include control submittal and graphics review, pre-startup activities, pre-functional checklists, testing progress and closeout activities.
- Document site visits and document non-conformance items. Maintain a Cx Issues Log.
- Coordinate and help develop pre-functional / startup checklists Contractor use.
- Verify pre-functional checklists are complete and review the submitted data.
- Develop customized functional performance test forms to use during systems testing.
- Verify the accuracy of the TAB report. Sample test air and hydronic data recorded for equipment and systems.
- Verify calibration of control and metering devices.
- Execute and document performance of energy related equipment and systems. Testing includes control point-to-point testing, individual equipment operation and full testing of all systems operating dynamically.
 - 100% testing (no sampling).
- Document functional testing and maintain a Cx Issues / Deficiency log.
- Verify operator and occupancy training is documented, effective and completed to the satisfaction of the Owner.
- Provide a summary of the commissioning activities and submit hard and electronic

copies of the final commissioning report for each project. The report should include an Executive Summary; Final Cx Plan; Pre-functional Checklists; Functional Performance Tests Data; Field Reports; Meeting Minutes; Issues / Deficiency Log; and other commissioning related information.

- Develop a systems manual with procedures, blank test scripts and schedule for ongoing Cx activities.

MEP Commissioning Fee: \$ 135,800

Additional Clarifications

- Overhead, profit, and general expenses are included in the lump sum fee.
- Our fee does not include commissioning of Owner furnished equipment.
- The time and expenses for the CxA and PM to direct, coordinate and/or perform any testing beyond the initial testing and back-check will be chargeable to the CMR.
- Additional site visits would be billed at \$125/hr. for Field Technician; \$150/hr. for Cx Authority.

We appreciate the opportunity to provide you with this proposal and look forward to being selected to be part of your team. If you have any questions or concerns, please do not hesitate to call.

Respectfully submitted,



Kevin Richey, LEED® AP, QCxP

cc: S. Robey, Marketing, File

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: NOVEMBER 12, 2024

11(A). Mr. Morgan has received a bid from Cope Excavating to demolish and remove the old facility in the amount of \$8,000 and is requesting approval of the bid.

11(B). Chief Kevin Fountain will be present to provide an update.

11(C). A copy of the amended and restated ordinance is included in your packet for review. This item is a matter of formality due to the creation of an electronic version of this ordinance, also titled *Rules of Procedure*, and to correct some numbering and formatting issues. Action is needed to accept the amended and restated ordinance.

11(D). Action will be needed to repeal two ordinances both of which are included in your packet. First is the Hazardous Substance Ordinance. This ordinance is obsolete as landfills cannot accept hazardous waste by state statute. Second is the 2007 Ordinance Requiring Criminal Background Checks for all Macon County Employees. This ordinance is obsolete and a revision to the current policy will be covered in agenda item 11(F).

11(E). A revision to the Macon County Personnel Policy is included in your packet for review. This revision aligns with current practices. Action is needed to approve the revision.

11(F). A verbal offer to purchase the property located at 88 No Name Road has been received. We are awaiting receipt of the signed contract and deposit. Action is needed to accept this offer and enter into the upset bid period. Attorney Ridenour can provide more information about the offer at the meeting.

11(G). Mr. Cabe is requesting approval of a bid to replace UPS system that powers the 9-1-1 Communications Center. Current system is overloaded and at end of service life for upgrades.



- [View Quote](#)

[Print](#)

[PDF](#)

[Decline](#)

[Accept](#)

Cope Excavating LLC
Scotty Cope
72 Cope Road Tipton, N.C. 28781
Home -828-321-4134,
Cell-828-342-4255.

QUOTE

Jack Morgan
Nantahala School

Quote # 0000015

Quote Date 10/28/2024

Item	Description	Unit Price	Quantity	Amount
Service	Remove old library and clean up the site	8000.00	1.00	8,000.00
Subtotal				8,000.00
Total				8,000.00
Amount Paid				0.00
Quote				\$8,000.00

Macon County Planning Board

Rules of Procedure Version 2.0

ARTICLE I: GENERAL RULES

The Macon County Planning Board shall be governed by the North Carolina General Statutes, having been established under Chapter 153A, Section 321 of said statutes, and other general and specific state laws relating to planning in Macon County, as well by the Macon County Ordinance through which this Board was created, signed by the Macon County Board of Commissioners on March 27, 1972 and amended on January 5, 2004.

ARTICLE II: POWERS AND DUTIES OF PLANNING BOARD

Section 1: General Powers and Duties

It shall be the duty of the Planning Board, in general:

- a) Make studies of the County and surrounding areas;
- b) Determine objectives to be sought in the development of the study areas;
- c) Prepare and adopt plans for achieving these objectives;
- d) Develop and recommend policies, ordinances, administrative procedures, and other means for carrying out plans in a coordinated and efficient manner;
- e) Advise the Board of Commissioners concerning the use and amendment of means for carrying out plans;
- f) Exercise any functions in the administration and enforcement of various means for carrying out plans that the Board of Commissioners may direct;
- g) Perform any other related duties that the Board of Commissioners may direct.

Section 2. Miscellaneous Powers and Duties

- a) The Planning Board may conduct such public hearings as may be required to gather information necessary for the drafting, establishment, and maintenance of a land use plan.
- b) The Planning Board shall have power to promote public interest in an understanding of its recommendations, and to that end it may publish and distribute copies of its recommendations and may employ such other means of publicity and education as it may determine.
- c) Members of the Planning Board, when duly authorized by the Planning Board, may attend planning conferences or meetings of planning institutes or hearings upon pending planning legislation, and the Planning Board may, by formal and affirmative vote, pay, within the budget, the reasonable travel expenses incident to such attendance.
- d) The Macon County Planning Board may enter into cooperative planning and studies with the duly appointed Town Planning Boards in Macon County for the purposes of furthering a coordinated, county-wide planning program or other endeavors. In addition, the Macon County

Planning Board may enter into cooperative planning endeavors with Planning Boards in surrounding counties.

ARTICLE III: MEMBERSHIP ROLES AND TERMS OF OFFICE

Section 1.

The Macon County Planning Board shall consist of eleven (11) members as appointed by the Macon County Board of Commissioners. All members of the Planning Board shall be residents of Macon County.

Section 2.

- a) Seats on the Board will be designated as seats one (1) through eleven (11).
- b) Appointees for Seats 1 through 9 shall, insofar as is practical, be from varying areas of the county, and from various occupations and/or professions. The seats will be appointed for terms of three years and shall be staggered so that three seats expire each year; provided that initial terms of some seats may be less than three years to accomplish appropriate staggering.
- c) The governing board for the Town of Highlands shall nominate the appointee for Seat 10 to the Board of Commissioners. The initial term for Seat 10 shall be for two years and thereafter four years.
- d) The governing board for the Town of Franklin shall nominate the appointee for Seat 11 to the Board of Commissioners. The initial term for Seat 11 shall be for four years and thereafter for four years.
- e) Members may be appointed for consecutive years.

Section 3.

The Macon County Planning Director shall serve as a non-voting “ex-officio” member of the Board. He/she shall serve in an advisory capacity and shall be called upon to provide general technical assistance.

Section 4.

The Macon County Commission may also appoint a liaison from within its membership to serve as a non-voting member of the Planning Board.

Section 5.

All citizen members should attend planned Board meetings regularly. The Planning Board Chairperson, or their designee, may excuse absences. The Planning Board Chair shall notify the Board of Commissioners when any member is absent from two consecutive meetings without excuse and the term of such member shall be vacated and a successor appointed.

Section 6.

In the event of a vacancy on the Planning Board, the Board of Commissioners shall appoint a new member to fill the unexpired term of the vacated position.

ARTICLE IV: OFFICERS AND DUTIES

Section 1. Offices of the Planning Board.

The officers of the Planning Board shall consist of a Chairman, Vice-Chairman and Clerk.

Section 2. Chairman.

The Chairman shall be elected by the voting members of the Planning Board and shall have the duties normally conferred by parliamentary usage of such officers, which includes the appointment of committees, and shall decide all points of order and procedure, subject to these rules, unless directed otherwise by a majority of the Board in session at the time. The term of the Chairman shall be for one year and he or she will be eligible for re-election. The Chairman may serve consecutive terms for the length of their board appointment.

Section 3. Vice-Chairman.

A Vice-Chairman shall be elected by the Board from among its members at the same time and for the same term as the Chair. He or she shall serve as acting Chair in the absence of the Chair, and at such times he or she will have the same powers and duties as the Chair.

Section 4. Clerk.

The Macon County Planning Director shall supervise the clerical duties of the Macon County Planning Board. If necessary, the Planning Director may appoint a member from outside the membership to handle the clerical duties of the Board. The Clerk shall keep records, conduct all correspondence of the Board, prepare agendas of regular and special meetings with the Chairman, provide notice of meetings to Board members, and shall generally supervise the clerical work of the Board. The Clerk shall keep the minutes of every meeting of the Board, which minutes shall be a public record. If a Clerk is appointed from outside the membership of the Board or is from the Planning Staff, he or she shall not be eligible to vote upon any matter.

Section 5. Election of Officers.

Nomination of officers shall be made from the floor at the annual organizational meeting, which shall be held in January each year. After all nominations are noted, elections shall follow immediately thereafter. A candidate receiving a majority of the members present (providing there is a quorum) shall be declared elected and shall serve in that office for one year or until his/her successor shall take office. Vacancies in office shall be filled immediately by regular election procedure.

ARTICLE V: MEETINGS

Section 1. Regular Meetings.

The Planning Board shall schedule a regular monthly meeting. The Board will establish a meeting date, time and place for its regular monthly meeting at its annual organizational meeting in order to conform meeting times to the convenience of members. All members shall be notified of a change in the monthly meeting schedule. Meetings of the planning Board are subject to and shall be conducted in accordance with the Open Meetings Law. A schedule of regular meetings shall be maintained with the Clerk of the Board of County Commissioners and to all appropriate persons and entities entitled to notice under the Open Meeting Law.

Section 2. Special Meetings.

Special meetings may be called by the chairman at any time. In addition, it shall be the duty of the Chairman to call such a meeting when requested to do so in writing by at least three members of the Planning Board. Notice of such a meeting shall be forwarded to the Clerk of the Board of County Commissioners and to all appropriate persons and entities entitled to notice under the Open Meetings Law. The meeting notice shall specify the purpose of said meeting and no other business might be considered except by unanimous consent of the full membership of the Board, or, if the Board decides in good faith that an item must be acted on immediately.

Section 3. Cancellation of Meetings

Whenever there is no business for the Board, or whenever so many members notify the Secretary of inability to attend that a quorum will not be available, the Chairman may dispense with a regular meeting by giving proper notice prior to the meeting.

Section 4. Open Meetings.

The business of the Planning Board shall only be conducted at a duly scheduled or called meeting in accordance with the Open Meeting Law and at which a quorum is present.

Section 5. Voting / Quorum

Seven (7) members of the voting membership of the Board present shall constitute a quorum and shall be sufficient to decide matters before the Board. No Board member shall participate in the decision of any matter in which he or she has a personal or financial interest. Voting shall be by a show of hands upon a duly presented and seconded motion by a Board member.

ARTICLE VI: ORDER OF BUSINESS

Section 1. The order of business at regular meetings shall be as follows:

1. Call to order – Review of agenda; revision if necessary
2. Approval of minutes
3. Public Hearings
4. Administrative Reports
5. Committee/Project reports
6. Unfinished Business
7. New Business
8. Adjournment

Section 2. The order of business at special meetings shall be as follows:

1. Business as announced in special meeting notice
2. Adjournment

ARTICLE VII: HEARINGS

Section 1.

In addition to those required by law, the Board may, at its discretion hold public hearings when it decides that such hearings will be in the public interest.

Section 2.

Notice of the time and place of such hearings shall be published in the official newspaper of the county or in a newspaper of general circulation at least fifteen (15) days before the time of public hearing or be posted on public bulletin boards at conspicuous places throughout the county or on radio announcements.

Section 3.

The case before the Board shall be presented in summary by the Secretary or a designated member of the Board and parties in interest shall have privileges of the floor. The Secretary shall keep a record of those speaking before the Board.

Section 4.

The Chairman shall establish a decorum to hear those who will discuss points of conflict and concern. In the event that multiple interests approach the Board for a hearing, the chairperson will recognize only one speaker to represent each opposing side. Each speaker will be allotted an equal number of minutes to speak on behalf of his interest. After hearing the presentation, the Board reserves the right to discuss and deliberate at their leisure. The parties involved will be notified at a later date.

ARTICLE VIII: AMMENDMENTS

These by-laws may, within limits allowed by law and governing board, be amended by a majority vote of the membership of the Planning Board, providing that such amendment shall have first been presented to the membership in writing at a regular or special meeting preceding the meeting at which the vote is taken.

**Macon County Hazardous Waste and
Low-Level Radioactive Waste Management Ordinance**

WHEREAS, the Macon County Board of Commissioners finds it necessary and advisable to regulate the location and management of hazardous and low-level radioactive waste management facilities within the jurisdiction of Macon County in order to protect the health, safety and welfare of its citizens and the peace and dignity of the County as provided in NCGS 153A 121; and

WHEREAS, the safe management, transfer, transportation, reuse, recycling, neutralization, detoxification and incineration of these wastes are essential to the public health and safety; and

WHEREAS, when improperly handled, these wastes pose a threat to water, land and air resources of the County, as well as to the health and safety of its citizens; and

NOW, THEREFORE, BE IT ORDAINED by the Macon County Board of Commissioners, by the authority vested in it by the NCGS Chapter 153A, Section 121, 128 and 136;

SECTION 1. TITLE. This ordinance shall be known and may be cited as the Macon County Hazardous Waste and Low-Level Radioactive Waste Management Ordinance.

Section 2. PURPOSE. The purpose of this ordinance is to:

A. Regulate the location, operation and care of waste management facilities dealing with the storage, transfer, treatment or disposal of hazardous and low-level radioactive waste within Macon County.

B. Assure that the best management practices are used in handling such waste.

C. Assure that before such waste is placed into permanent or long-term storage, the best available technology is used in treating such waste including, but not by way of limitation, reuse, transfer and transportation, recycling, neutralization, detoxification, incineration and maximum volume reduction.

D. Assure that, when these alternatives are not technologically feasible, retrievable above-ground storage (or retrievable below-ground storage if such wastes are explosive or flammable) be used in lieu of other means of disposal until appropriate methods of recycling or detoxification of the stored wastes are found, as directed by the North Carolina Waste Management Act, S.L. 1981, Chapter 704.

E. Provide that funds are available through levy of a privilege license tax to compensate Macon County for overseeing the effects of hazardous or low-level radioactive

waste in Macon County.

Section 3. DEFINITIONS.

A. "Acute Hazardous Waste" means the same as defined in 40 CFR Part 261.

B. "Advisory Board" refers to the Macon County Advisory Board as set forth in Section 4 of this ordinance.

C. "Best Available Technology" is defined as any combination of commercially available technologies which together serve to maximize recycling for reuse of the hazardous or low-level radioactive waste, while rendering the unrecycled components either to their least harmful form or to forms amenable to eventual recovery.

D. "Commissioners" shall mean the Board of County Commissioners for Macon County.

E. "Disposal" shall include the discharge, deposit, injection, dumping, spilling, leaking, or placing of any hazardous or low-level radioactive waste into or on any land in such way that such waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

F. "Facility" is defined as all land, structures, personnel and equipment used for the treatment, storage for more than 90 days, or for more than 30 days in the case of acute hazardous wastes, transfer and/or disposal of hazardous or low-level radioactive waste whether on-site or off-site.

G. "Generator" means any person, by site, whose act or process produces low-level radioactive waste as defined above, or hazardous waste identified or listed on 40 CFR, Part 261.

H. "Hazardous Waste" is defined as solid or liquid waste, or a combination of solid and liquid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may (a) cause or significantly contribute to any increase in mortality or an increase in serious irreversible or incapacitating illness; or (b) pose a substantial present threat or if improperly treated, stored, transported or disposed of or otherwise managed, and as defined in 40 CFR, Part 261.

I. "Low-Level Radioactive Waste" is defined as radioactive waste not classified as any of the following: high-level radioactive waste, spent nuclear fuel as defined by the U.S. Nuclear Regulatory Commission, transuranic waste, or by-product material as defined in Section 11E(2) of the Atomic Energy Act of 1954, as amended (68 Statute 923).

J. "Management Practices" is defined as methods of systematic collection, source separation, storage, transfer, transportation, treatment, recovery, and disposal of hazardous or low-level radioactive wastes.

K. "On-site" means the same as defined in 40 CFR, Part 260.

L. "Person" is defined as any individual, corporation, partnership firm, association, trust, estate, public or private institution, group, agency or other entity or any successor, subsidiary, or division thereof.

M. "Storage" is defined as containment for a period or over 90 days days (or over 30 days in the case of acute hazardous waste) in manner as not to constitute disposal.

N. "Transfer" is defined as handling greater than 1,000 kilograms per month of hazardous wastes and/or low-level radioactive wastes that are not generated on-site or stored over 90 days.

O. "Treatment" is defined as any method, technique, or process, including neutralization, designed to change the physical, chemical or biological character or composition of any hazardous or low-level radioactive waste so as to neutralize such waste or so as to render such waste non-hazardous, safer for transport, amenable for recovery, amendable for storage, or reduced in volume. Such term includes any activity or processing designed to change the physical form or chemical composition of hazardous waste or low-level radioactive waste so as to render it non-hazardous.

Section 4: ADVISORY BOARD. The Board of County Commissioners shall appoint an Advisory Board, at which time necessary and at their discretion, to assist in facilitating the purposes of this ordinance. The Board shall consist of not less than six (6) nor more than 18 members appointed by the Board of County Commissioners. The members of the Advisory Board shall serve terms as specified in their appointment, not exceeding four (4) years, and shall have the duties and responsibilities specified herein and such others as the Commissioners may from time to time determine.

A. The members of the Advisory Board shall be appointed by the Board of County Commissioners from the public at large.

B. The functions and powers of the Advisory Board shall be as follows:

1. To review applications for permits required herein upon the request of the Commissioners;

2. To carry out functions assigned by this ordinance;

3. To promote safety and health in the management of hazardous and low-level radioactive wastes;

4. To provide a forum for citizens and industry in regulatory process;

5. To maintain contact with the Governor's waste management board and other bodies concerned with hazardous waste management;

6. To keep itself informed about advances in the technology of hazardous waste and low-level radioactive waste management and to make the recommendations to the county commissioners about ways to keep the county's regulations and management practices in tune with the use of both best available technology and best management practices in the field of hazardous and low-level radioactive waste management.

7. To review the practices of hazardous waste generators and low-level radioactive waste generators in the County not currently covered by federal and state regulations and to determine if the County should require these generators to obtain further permits for continued productions and management of these wastes.

C. The chairperson of the Advisory Board shall be selected by the Advisory Board at its first meeting.

D. The Advisory Board shall meet as often as necessary, but at least four (4) times each year, at some central location in Macon County.

E. A majority of the Advisory Board shall constitute a quorum for the transaction of business.

Section 5. APPLICATION AND PROCESSING FEES.

A. All applicants requesting a hazardous or low-level radioactive waste disposal permit shall pay an application processing fee to Macon County. The application processing fee shall be used to reimburse the County for the costs of assessing the environmental and economic impacts of the facility and administration of the applications, including the verification of information contained in the application. These costs may include securing the services of professional consultants on a contract basis.

B. No action shall be taken on permit application until the County has received payment of the initial application processing fee in the amount of \$100,000 pursuant to NCGS 104G-20(c).

C. In the event that the County incurs costs in processing an application which exceed the initial processing

fee, then the County shall bill the applicant, as additional application processing fees, for the additional costs so incurred, and such fees shall be payable by the applicant upon billing by the County. No application shall be approved except after payment of the additional costs so billed.

D. Any portion of an initial application processing fee which is in excess of the costs incurred by the County in processing the application shall be refunded to the applicant with 30 days of final action on the application.

Section 6. ENFORCEMENT.

A. In General: Pursuant to the power vested in the County Commissioners by NCGS 153A-212, -128, and -136, the County through its responsible officers shall enforce the provisions of this ordinance to ensure and safeguard the public health, safety and welfare.

B. Violations: Any non-compliance with conditions of a County permit or operation of a facility without a permit, any release of hazardous or low-level radioactive waste in amounts sufficient to constitute a hazard to the public health and safety, any non-compliance with the procedural requirements of the ordinance or refusal to permit County officials designated under this ordinance to enter buildings, structures, enclosed areas or other areas in the performance of their lawful duties, any refusal to pay taxes and fees as provided for by this ordinance, and any failure to provide information or apply for amendment to permit(s) as may be required by this ordinance upon proper notice shall be a misdemeanor, which may be punished as indicated in Chapter 14 of the General Statutes of North Carolina.

In addition, any person violating this ordinance shall be liable for all costs incurred by the County in enforcing its provisions.

C. Every Day A Separate Violation: Each day of violation of this ordinance shall constitute a separate offense.

D. Injunctions: The County may seek injunctions in any Court of competent jurisdiction when the operation of a hazardous or low-level radioactive waste facilities is in the judgment of the Health Department creating an imminent hazard to the health, safety and welfare of the public. The County may also seek any other appropriate legal or equitable relief that it deems necessary or appropriate to ensure the public health and welfare.

E. Permit Revocation: For any facility operator who has committed a violation, as defined in Section 6-B above, or for whom the continued operation of the facility poses an unreasonable hazard to the health and welfare of the public, the Advisory Board shall be empowered to recommend to the

Commissioners revocation of its permit. No such recommendation shall be made, however, except after a public hearing conducted by the Advisory Board upon no less than 14 days written notice to the facility operator.

At such hearing the facility operator may present evidence to the Advisory Board in mitigation, to demonstrate subsequent remedial action, etc. If the Advisory Board recommends that the permit be revoked, it shall so report to the Commissioners in writing within ten (10) days of the public hearing held by it. Within ten (10) days of the receipt of the recommendations, the Commissioners shall hold a public hearing following which they shall determine whether to revoke the permit. The Commissioners may revoke or may continue the permit upon finding (1) that the facility operator has made a good faith effort to comply with the permit and to remedy violations, (2) that continuation of the permit would endanger the public health and welfare, and (3) the facility operator has proposed a plan to remedy any other hazardous conditions of the facility site as expeditiously as possible.

Section 7. MONITORING AND SAFETY:

A. Purpose: The purpose of this section is to supplement and complete the monitoring and safety activities of the federal and state governments. The Commissioners recognize the primary responsibility of the federal and state governments in this area. However, they also recognize that appropriations and manpower to fulfill this responsibility is thereafter necessary and lawful. The duties described herein shall begin upon receipt of a permit application.

B. Duties of the Health Department (or the Commissioners' designee, hereafter referred to as the "Health Department"):

(1) The Health Department is directed to design a monitoring and safety program for any facility requesting a permit from the County.

(2) The program shall take into account the nature of the facility and the monitoring activities of state and federal agencies and shall be designed to supplement and complete those activities as well as to ensure that they are being carried out in a thorough and responsible manner.

(3) The program shall be submitted to the Advisory Board for a recommendation and to the Commissioners for approval.

(4) On approval, the Commissioners shall designate the Health Department or some other agency as responsible for carrying out the program.

C. The program may include the following duties as

appropriate:

(1) To monitor the air, surface water, and groundwater during the operation of the facility(s);

(2) To monitor soil, plant, microbial, viral, and animal samples during the operation of the facility(s);

(3) To conduct human health surveys and monitoring in the area around the facility(s) including statistical surveys, blood samples, and other surveys which may be necessary to determine the effect of exposure and/or to trace any accidental discharge of hazardous or low-level radioactive waste;

(4) To verify the content of shipments and storage of hazardous or low-level radioactive waste against shipping manifests and other records;

(5) To inspect the interiors of structures located on the waste facility site(s) for hazardous, unhealthy, or otherwise unlawful conditions;

(6) To inspect and take samples within the site boundaries of any hazardous or low-level waste facility(s) in the County;

(7) To verify, by laboratory analysis, that samples taken by facility operators are in fact what they are claimed to be, and to check the accuracy of any laboratory facilities within the County which regularly test hazardous or low-level radioactive waste samples;

(8) To prepare an emergency response plan, and prepare adequate emergency medical equipment and personnel to handle emergencies arising out of the transportation, storage, treatment, or disposal of hazardous or low-level radioactive waste in the County, to the extent that such measures are not otherwise undertaken by the facility operator(s) or the state and federal governments;

(9) To monitor traffic flow near facilities on approach routes within the County, and design measures to minimize traffic disruption and accidents, with special consideration for the routing of school buses and the safety of the County's school children;

(10) To perform such other duties as the Commissioners direct from time to time to safeguard the public health and welfare.

D. Duties of the County Finance Officer: The County Finance Officer shall maintain a depository for all bonds and insurance policies required by this ordinance. The Finance Officer shall also maintain all records necessary to provide financial information essential to administration of Section

13 of this ordinance.

E. Duties of County Attorney: The County Attorney, in addition to duties provided by Statute, shall provide the Commissioners with advice on legal matters, assistance with drafting and review bonds posted.

F. Other duties: The County Commissioners shall direct responsible officials of the County to undertake such other monitoring and safety actions as may be required by this and other sections of this ordinance.

Section 8. PRIVILEGE LICENSE TAX.

A. Purpose of the Section: The purpose of this section is to compensate the County, pursuant to the authority vested in the County Commissioners by G.S. 153A-152.1(a), for the costs incurred by the County as a result of the location of hazardous or low-level radioactive waste facilities in the County. In addition, this section is intended to enact and authorize pursuant to the authority vested in the County Commissioners by G.S. 153A-121, 153A-136 and 143B-216.10, all miscellaneous programs specifically described herein which have not otherwise been enacted or authorized by other chapters or sections of this ordinance.

B. Emergency Services Covered: The facility operator(s) shall be assessed the following tax for such reasonable expenses that the County may incur for the following emergency services:

(1) Equipment acquisition: The acquisition of special emergency equipment for dealing with hazardous and radioactive substances, to include protective clothing, detoxification equipment, breathing apparatus, collection apparatus, alarm systems, direct telephone or radio connection equipment, Geiger counters, special medical vehicles, and other such equipment as the County may reasonably require.

(2) Equipment maintenance: The cost of necessary maintenance and replacement of equipment as described in subsection 1.

(3) Evacuation plans: the cost of preparing, testing, disseminating, and implementing both on-site and off-site emergency evacuation plans, the cost of keeping such plans current, and the cost of carrying them out should the need arise.

(4) Initial training: The cost of initial training for the County's emergency response personnel, to include psychological preparedness training, to deal with emergency situation involving hazardous or low-level radioactive waste, and the cost of expanding such training as necessary.

(5) Updating training: the cost of updating such

training as described in subsection 4 from time to time, and the cost of training new personnel.

(6) Hospital preparedness: Additional costs to the County's hospitals as a result of the need for special emergency units at those hospitals to handle hazardous and low-level radioactive waste emergencies.

(7) Transportation emergency fund: An additional amount to purchase insurance to cover the costs of emergencies caused by accidents involving the transportation of hazardous or low-level radioactive waste to or from such facilities, for accidents occurring between the site boundary and the county line.

(8) Post-closure emergency fund: An additional amount to purchase insurance to cover the costs of emergency services required to handle emergencies caused by hazardous or low-level radioactive waste facilities after such facilities have closed.

(9) Other: The cost of other emergency services and preparedness which shall be required from time to time.

C. Monitoring:

(1) Purpose: The purpose of this subsection is to ensure that adequate funds are available to fully monitor the environmental and health effects of the location of hazardous or low-level radioactive waste facilities in the County, and to ensure that such monitoring is in fact carried out. The County Commissioners recognize that the state and federal governments have primary responsibility in this area, but they also recognize that the resources of these governments are limited, and the data generated by this County monitoring program is intended to supplement and complete the data generated by the state and federal monitoring programs.

(2) Monitoring costs: The facility operator(s) shall be assessed a privilege license tax to compensate for the monitoring functions undertaken by the County pursuant to Section 11. This tax shall include:

- (a) Salaries of County personnel needed to carry out any of such monitoring functions.
- (b) Administrative support costs which are reasonable and necessary to fulfill the duties of the County monitoring personnel, to include office supplies, secretarial time, maintenance of a public document room, and other such costs.
- (c) The costs of training inspection and monitoring personnel and of updating such training from time to time.

- (d) Costs incurred in hiring consultants to assist the County in monitoring.
- (e) An additional sum, to be agreed upon by the facility operator and the County Commissioners, for maintaining monitoring of the environment and human health effects for perpetuity. This money shall be placed into a non-reverting fund, with interest to accrue to the fund, which shall be managed by the County Finance Officer, who shall give an annual accounting of the fund to the County Commissioners.
- (f) The cost incurred to buy and maintain equipment needed for monitoring.
- (g) Other reasonable costs of monitoring as may be necessary.

D. Other costs: The County Commissioners find that the following costs are associated with hazardous or low-level radioactive waste facilities and their operations, that the County is not otherwise compensated for such costs and that such costs shall therefore properly be assessed under GS 53A-152.1(a) to the facility operator(s):

(1) Recordation: It shall be a matter of public record that property is located within a five mile radius of a hazardous or low-level radioactive waste facility, operating or closed. The costs incurred by the register of deeds for placing notations to that effect on all deeds, grants, indexes, plats, and other relevant affected documents shall therefore be assessed to the facility operator(s).

(2) Public information: The location of a waste facility is a matter of which the public should be completely informed and concerning which the public should have ready access to the relevant information. Therefore, the following costs shall be assessed to the facility operator(s):

- (a) Consultation with adjoining landowners: the costs of advising adjoining landowners, the costs of advising adjoining landowners as to their legal rights with respect to the facility, and as to health precautions.
- (b) Consultation with farmers: the cost of advising farmers in the surrounding area as to health precautionary measures for their livestock and crops in the event of accidents or spills.
- (c) School educational programs: costs incurred, to the extent not already provided for by County or state school budgets, in presenting instructional materials to County school children on the facility, its potential hazards, and emergency preparedness.

(d) Health information: cost incurred by the County Health Department in disseminating information concerning the facility and its effect on the public health.

(3) Construction and maintenance of roads: To the extent that the County is not otherwise compensated therefore by the federal or state governments, costs incurred in improving or maintaining existing roads and rights of ways, acquiring new rights of way, constructing access roads, building parking areas, erecting warning signs or signals, and other such expenses as the County may demonstrate are associated with the facility and the increased traffic associated with it.

(4) Loss of Ad Valorem taxes: To the extent that off-site contamination, regardless of negligence on the part of the facility operator, reduces Ad Valorem revenues to the County, the loss to the County shall be compensated by the facility operator(s).

(5) Annual legal advice: The costs to the County of an annual review of those ordinance and other laws and regulations in the field of waste management.

(6) Attorney's fees: the cost to the County of reasonable legal representation in all cases arising out of the operation of the facilities in the County, or arising out of challenges to this ordinance, provided that (1) the County is the prevailing party or (2) the County has had substantial justification for its position, and has not litigated vexatiously.

(7) Bonding: The costs to the County of arranging suitable bonding or insurance or other financial security arrangements to cover the costs arising out of the location of facilities within the County.

(8) Other: Other costs the County may incur, and which the County may demonstrate are associated with the operation of the facility(s), and for which the County is not otherwise compensated.

E. How tax calculated: the tax shall be calculated as follows:

(1) Annual: the annual tax shall be calculated by adding together the above enumerated expenses at the end of the calendar year.

(2) Quarterly payments: The facility operator may arrange to make estimated quarterly payments in advance.

(3) More than one facility: If there is more than one hazardous or low-level radioactive waste facility in County

subject to this ordinances, the total tax for each facility shall be prorated among the various facility operators according to the percentage of the total weight of such wastes each operator has generated, treated, or disposed of in the County for this calendar year.

Section 9. INSPECTION BY COUNTY.

Any facility holding a permit under this ordinance shall be subject to inspection by a representative of the County at any time it is in operation or has any personnel present. such inspection shall be conducted pursuant to NCGS 131A-17.

Section 10. COPIES AVAILABLE TO PUBLIC:

The County shall make available to the public copies of any application filed pursuant to this ordinance as well as any other document generated hereunder which constitutes a public record within the meaning of NCGS 132-1. Such copies shall be available to the public at cost, or a copy shall be available for loan to the public for copying.

Section 11. WASTE CLEANUP FUND.

A. Purpose: The County Commissioners share the North Carolina General Assembly's great concern for the safe and effective disposal of hazardous and low-level radioactive waste, and have in addition a great concern for the economic and public health costs resulting from inefficient cleanup of past accidents. The County Commissioners recognize the benefit of speedy cleanup, manifested in monetary savings and in the prevention of permanent damage to life and property. the purpose of this section is to establish a cleanup fund, to be funded by an additional privilege license tax, particularly for defraying the cost of any cleanups which arise out of the location and operation of hazardous and low-level radioactive waste facilities in the County.

B. Establishment of Fund: There is hereby established, pursuant to the authority vested in the County Commissioners by GS 153A-121, 153A-152.1, 143B-216.10 and 130A-295(b), a special hazardous waste cleanup fund, to be disbursed liberally and speedily upon notification of any dangerous spill or leakage that is not immediately remedied by the party responsible or by the federal or state governments. Should the fund be found to be invalid for whatever reasons, the monies collected and unspent and any remaining accrued interest shall be returned to the facility operator(s) in the same shares as it was paid in; otherwise, the fund shall be non-reverting.

C. How collected: the operator shall deposit in trust with the County one-half of one percent (0.05%) of the income of the comprehensive hazardous waste treatment facility,, as defined in GS 130A-290(i) payable within 30 days of each calendar quarter until the total shall equal an amount of two

hundred fifty thousand dollars (\$250,000). As used herein, income means gross operating revenues less refunds, rebates and allowances. This fund shall be available to the County in which the comprehensive hazardous waste treatment facility is located for the purpose of defraying the cost of any cleanup which might be required at the comprehensive hazardous waste treatment facility. The County may in its discretion, use up to fifty thousand dollars (\$50,000) of this total to establish an Emergency Response Team, trained and equipped to handle hazardous waste spills and to respond to accidents at hazardous waste treatment facilities. Financial records shall be subject to the audit of the County for two years after any fee is paid. Any errors in the payment shall be corrected by credit or debit in the next payment or payments by the operator of the hazardous waste facility. Nothing herein shall be construed to limit in any way funds which might be available to local government from other sources.

D. Management: The County Finance Officer and one member of the County Commissioners shall be appointed managers of the fund. They shall give an annual accounting of the fund to the County Commissioners and to all subject facility operators in the County. The County Finance Officer shall pursuant to this section prepare a report on the best means of investing these tax revenues within thirty (30) days of the receipt of an application for a major hazardous or low-level radioactive waste facility in the County. It is the intent of the County commissioners that these revenues shall not be invested in the securities, obligations, or other instruments of industries which are major producers of hazardous or low-level radioactive waste.

E. Authority to disburse: The County Commissioners, by majority vote, shall be the disbursing authority for payments made from the fund. The County Commissioners shall prepare a written report of any meeting at which such vote is taken, including the names of persons voting for and against, amount voted, and reasons.

F. Procedure for closing of fund: The County Finance Officer shall prepare a plan for the closing of the fund within a reasonable time after the closure of the facility(s) in the County.

SECTION 12. FILING OF MONTHLY REPORTS BY OPERATORS.

Each operator of a facility shall submit to the Board of County Commissioners, on the first day of each month, a report of its operating activities during the preceding month. Such report shall state the amounts and types of hazardous and low-level radioactive waste received for management during the preceding month; the names and addresses of each generator from whom hazardous or low-level radioactive waste was received during the preceding month; the number of persons employed during the preceding month; and any violations of applicable laws and regulations for which the facility was cited during the preceding month.

B. Each operator of a waste management facility shall also submit to the Commissioners one copy of all reports which he is required to file with the North Carolina Department of Human Resources or any other state or federal regulatory agency having jurisdiction over such waste management facility.

C. Each facility shall maintain on its premises for inspection copies of all manifests for the current year and each of the preceding three (3) years.

Section 13. SEVERABILITY.

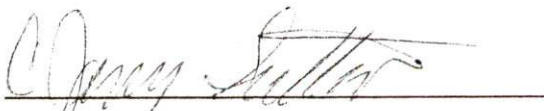
If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason adjudged invalid or unconstitutional or unenforceable by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 14. EFFECTIVE DATE.

This ordinance shall become effective from the date of its passage.

Read and accepted by majority vote at first reading on July 10, 1989 upon a motion made by Commissioner Bryson. Seconded by Commissioner Barrett.

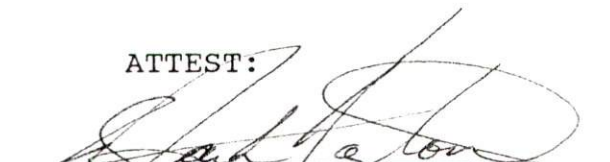
Read and accepted by majority vote at seconded reading on August 7, 1989 upon a motion by Commissioner Poindexter. Seconded by Commissioner Bryson.



C. Jerry Sutton, Chairman
Board of Commissioners

(SEAL)

ATTEST:


C. Jack Horton, Co. Manager
Ex Officio Clerk to the Bd.

NORTH CAROLINA, MACON COUNTY

Presented for registration and
recorded in the Office of the
Register of Deeds for Macon
County, North Carolina, in Book

1, Page 28, this

22 day of Aug, 1989

at 9:30 o'clock A.M.

Thelma Carpenter

Assistant Register of Deeds
Macon County, North Carolina



Subject/Title: DCI Ordinance

Policy Number: _____

Effective Date: 3-1-07

Revision Date: N/A

Ordinance Requiring a Criminal History Background Check Of All Applicants for Macon County Government Positions

In an effort to protect the County from possible conduct which might be detrimental to the County and its property, any person who is known by the Sheriff to have been convicted of a felony crime involving theft, burglary, embezzlement, robbery, fraud, bribery, or misappropriation shall not be offered employment with the County.

In an effort to protect the County from conduct which might be detrimental to the individuals served by the County, no person who is known by the Sheriff to have been convicted of a felony crime involving assault, kidnapping, child abuse, rape, crime against nature, homicide, incest, indecent liberties, indecent exposure, obscenity, or sexual assault shall be offered employment with the County in any position. Further, no individual who applies to volunteer as a coach in any youth program sponsored by the County shall be approved if known by the Sheriff to have been convicted of any misdemeanor or felony crimes listed in this paragraph.

In making a determination as to qualification for employment of persons known by the Sheriff to have been convicted of a misdemeanor, the County may consider the following: length of time since conviction, nature of the crime, circumstances surrounding the commission of the offense or offenses, evidence of rehabilitation, number of prior convictions, and age of the person at the time of occurrence.

In the event of a vacancy occurring in any County position, the Personnel Officer shall require any final applicant for the position to provide fingerprints and/or all other necessary personal identification in order that the Sheriff or his designee might cause a thorough search to be made of local and state criminal history records to determine if the applicant has a history involving criminal conviction for any of the crimes enumerated in the previous paragraphs of this article. The Sheriff or his designee shall cause a check for state criminal history records be made of all final applicants for any county position including volunteer positions. The Sheriff shall cause all records to be forwarded to the Personnel Officer.


In the event that the Personnel Officer finds that a final applicant for a position has a criminal history involving a conviction for one of the crimes in this article, he/she shall provide the applicant the opportunity to challenge the accuracy of the information. Having done so, the Personnel Officer shall indicate to the County Manager in writing whether or not s/he approves the particular applicant for the position. If the applicant is not approved, the Personnel Officer shall eliminate the particular applicant from further consideration of employment.

Adopted this the 5th day of FEBRUARY 2007.

SEAL


Charles D. Leatherman, Chairman
Board of Commissioners

ATTEST:


Clerk to the Board

Subject/Title: DCI Ordinance

Policy Number: _____

Effective Date: March 1, 2007 **Revision Date:** April 9, 2007

Ordinance

Requiring a Criminal History Background Check of All Applicants for Macon County Government Positions

In an effort to protect the County of Macon (hereinafter "the County") from possible conduct which might be detrimental to the County, or to the County and its property, any person who is known by the Sheriff of Macon County or the Macon County Sheriff's Department (hereinafter collectively "the Sheriff") to have been convicted of a felony crime involving theft, burglary, embezzlement, robbery, fraud, bribery, or misappropriation shall not be offered employment with the County.

In an effort to protect the County from conduct which might be detrimental to the individuals served by the County, no person who is known by the Sheriff to have been convicted of a felony crime involving assault, kidnapping, child abuse, rape, crime against nature, homicide, incest, indecent liberties, indecent exposure, obscenity, or sexual assault shall be offered employment with the County government in any position. Further, no individual who applies to volunteer as a coach in any youth program sponsored by the County government shall be approved if known by the Sheriff to have been convicted of any misdemeanor or felony crimes listed in this paragraph.

In making a determination as to qualification for employment of persons known by the Sheriff to have been convicted of a misdemeanor, the County may consider the following: length of time since conviction, nature of the crime, circumstances surrounding the commission of the offense or offenses, evidence of rehabilitation, number of prior convictions, and age of the person at the time of occurrence.

In the event of vacancy occurring in any County government position, the County Personnel Officer shall require any final applicant for the position to provide fingerprints and/or all other necessary personal identification in order that the Sheriff or his designee might cause a thorough search of the DCI Network to determine if the applicant has a history involving criminal conviction for any of the crimes enumerated in the previous paragraphs of this article. The Sheriff or his designee shall cause a check for state criminal history records be made of all final applicants for any County government position, including volunteer positions. The Sheriff or his designee shall cause all records to be forwarded to the County Personnel Officer.


In the event that the County Personnel Officer finds that a final applicant for a position has a criminal history involving a conviction for one of the crimes in this article, he/she shall provide the applicant the opportunity to challenge the accuracy of the information. Having done so, the County Personnel Officer shall indicate to the County Manager in writing whether or not he/she approves the particular applicant for the position. If the applicant is not approved, the County Personnel Officer shall eliminate the particular applicant from further consideration of employment.

Adopted this the 9th day of April, 2007.



Charles D. Leatherman, Chairman
Board of Commissioners

ATTEST:



Clerk to the Board

MACON COUNTY PERSONNEL POLICY (Amended 9/12/23)

ARTICLE V. CONDITIONS OF EMPLOYMENT

Section 12. Background Checks- Any final candidate for any position with Macon County shall be subject to a criminal background check ~~pursuant to Board policy and the General Statutes of North Carolina.~~ No person who is known to have been convicted of a felony crime involving assault, kidnapping, child abuse, rape, crime against nature, homicide, incest, indecent liberties, indecent exposure, obscenity, or sexual assault shall be offered employment with the County in any position. Departments such as the Macon County Sheriff's Office may require fingerprinting for some positions. Departments performing finance functions may require a credit check for positions as needed.

OFFICIAL BID QUOTE AND ACKNOWLEDGMENT

For: 911 UNINTERRUPTIBLE POWER SUPPLY (UPS) REPLACEMENT FOR MACON COUNTY
EMERGENCY SERVICES (Bid No. 4375-09).

Bid Furnished by: Vans Electric, Inc.

Address: 123 W Palmer St.

Telephone Number: 828-369-1500 Cell Phone Number: 828-371-8033

Email: svanderwo@aol.com

We who furnish this bid have carefully examined the Bid General Conditions, completed the Non-Collusion Affidavit, reviewed the Bid Specifications, **and all Addenda which we list below**, and therefore furnish the bid proposal as shown below.

Addenda (if none, state "N/A"): #1 N/A, #2 _____, #3 _____.

Replacement of UPS at Macon County 911 Dispatch Center

\$ 99,733.00 UPS cost (do not include sales tax)

\$ 8,000.00 electrical material and labor (do not include sales tax)

Total Bid \$ 107,733.00 (do not include sales tax)

NON-COLLUSION AFFIDAVIT

MACON COUNTY
BID REQUEST NO. 4375-09


911 UNINTERRUPTIBLE POWER SUPPLY (UPS) REPLACEMENT FOR MACON COUNTY EMERGENCY SERVICES

The undersigned affirms that the proposal made here-in is made without any connections with any other person, or persons, making any other proposal for the above item(s): that it is in all respects fair and without collusion or fraud:

That Vans Electric, Inc. (Firm Name) is not connected in any official capacity with Macon County, and that no person, or persons, acting in such a capacity are directly, or indirectly, interested herein or in any of the profit arising or anticipated from this transaction.

In making this proposal, it is understood and agreed, that the conditions set forth in the advertisement for bids, instructions to bidders, terms and conditions and specifications together with the proposal shall form a part of and be construed with the contract under the same.

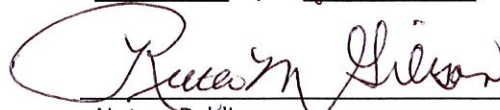
The acceptance of this proposal by Macon County, as evidenced by the issuance of a Macon County Purchase Order, will be held to be a mutual agreement as to each and every clause of this proposal and to constitute a contract between the parties hereto.

FIRM NAME: Vans Electric, Inc.
ADDRESS: 123 W Palmer
BY: Scott VanderWoude 
TITLE: VP



State of North Carolina
County of Macon

Sworn to and subscribed
before me, this 22 day of October, 2027.


Notary Public

My commission expires: 11/9/2028



PROPOSAL

Date: October 22, 2024
Submitted To: Macon County
Job Name: 911 - Emergency Management BID REQUEST NO 4375-09
Attn: Lindsay Leopard
Job Location: 911 Dispatch - Franklin, NC

We propose to complete the following work as per onsite discussions including:

- Provide and install new 30kw UPS system per provided specifications, a copy of which is attached hereto.
- Disconnect existing unit and wire in new unit
- MINIMIZE DISRUPTION TIME PLAN: Run wiring from circuit breaker panel directly to emergency panel to bypass UPS cabinet. Power will be disconnected for a maximum of 30 minutes to emergency panel. When new UPS is in place and installed, power would be disconnected for a maximum of 30 minutes to reconnect into new UPS.
- County to provide a sufficient width pathway for specified unit and adequate space in UPS room.
- Price includes delivery and startup as well as disposal of old unit.
- Price includes 3 year warranty

Total for electrical material and labor:

\$107,733.00 + applicable sales tax if any



Detail Bill of Material

Project Name: Macon County Emergency Management
General Order No:

Negotiation No: CSP30312X4K1 - rev for 3 year warranty
Alternate No:

Item No.	Qty	Product	Description
	1	93PM UPS 20-200kW	208V or 220V 4 wire in, 208 or 220V 3 or 4 wire out, 30kW Rated, 60kW Frame Capacity, Standard 95% Efficiency, 3 Breaker Sidecar MBS, Includes Power Xpert Gateway Card, Includes 7x24 Startup, and 1 year on-site parts and labor coverage, Power Quality Terms and Conditions apply, SOW R-30 applies, PQ Services Terms and Conditions T-0 apply

Catalog No	Qty	List of Materials
	1	93PM UPS 208V or 220V 4 wire in, 208 or 220V 3 or 4 wire out 60kW UPS Frame
	1	93PM IBC-LW Battery Cabinet, 2/2 Cabinets/Strings
P-103001998	1	93PM Remote Monitoring Device Kit (includes independent PXGMS card for RMD operation)
CTD93PM	1	Catalog # CTD93PM 93PM Certified Test Data
W2FL87NXXX-0080	1	Flex: 8 Hr Rsp, 7x24 Cvg Only
PP_OPT_OUT	1	PredictPulse Opt Out, No Remote Monitoring included
FREIGHT-PQD	1	Standard Ground Shipping to NC

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or If shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

General Information: 93PM UPS 20-200kW

93PM System Specifications

System Voltage:	208V or 220V 4 wire in, 208 or 220V 3 or 4 wire out	UPS Frame Capacity:	60kW
Quantity of 20kW Power Modules:	3	UPS kW Rating:	30
Internal Redundant Configuration:	Yes	Internal Battery Configuration:	No Internal Batteries
Input Feed:	Single Feed	ESS Included:	No
Communication:	Industrial Gateway Card	Accessories:	None
Side Car:	3 Breaker Sidecar MBS	Side Car Breaker Rating:	Standard, MBS & BIB Montored
Exhaust Configuration:	Top Air Exhaust	Internal Estimated Runtime:	No Internal Batteries
UPS Dimensions (H" x W" x D"):	74 x 34.5 x 42	UPS Weight (lbs):	708

UPS System Dimensions

Combined Matching System Dimensions (H" x W" x D", excluding non- matching panels): 74 x 102.9 x 42

93PM Battery Cabinet

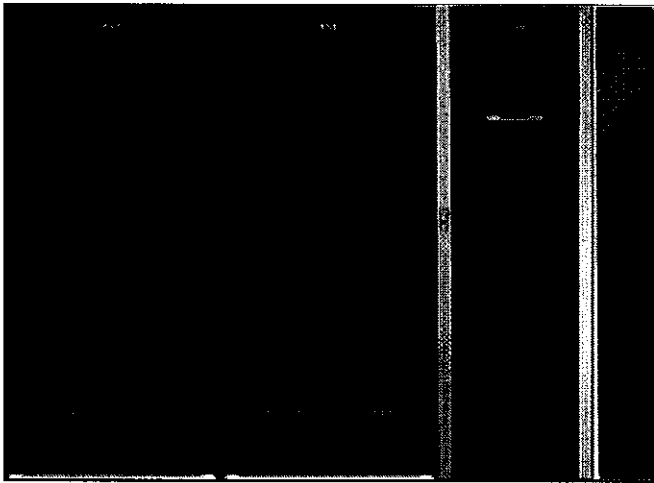
Battery Cabinet:	IBC-LW	Battery Cabinet Weight (lbs):	8096
DC Voltage:	480	74" H x 42" D	
Battery Cabinet Width (in):	68.4	Estimated Runtime (min) at 77 degrees F:	150
kW for Runtime Calculation:	30	Battery Manufacturer:	Eaton
# of Cabinets/Strings:	2/2	OSHPD Rated:	No
Battery Installation:	Line and Match		

UPS Accessories

Floor Stand:	None	Chimney:	None
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The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

<small>PREPARED BY</small> DONNIE MCCALL	<small>DATE</small> 10/11/2024	Eaton		
<small>APPROVED BY</small>	<small>DATE</small>	<small>JOB NAME</small> Macon County Emergency Management		
<small>VERSION</small> 10.0.0.1		<small>DESIGNATION</small> 93PM UPS 20-200kW	<small>DRAWING TYPE</small> Customer Appr.	
<small>NEG-ALT Number</small> CSP30312X4K1-0000	<small>REVISION</small> 0	<small>DWG SIZE</small> A	<small>G.O.</small>	<small>SHEET</small> 1 of 2



1

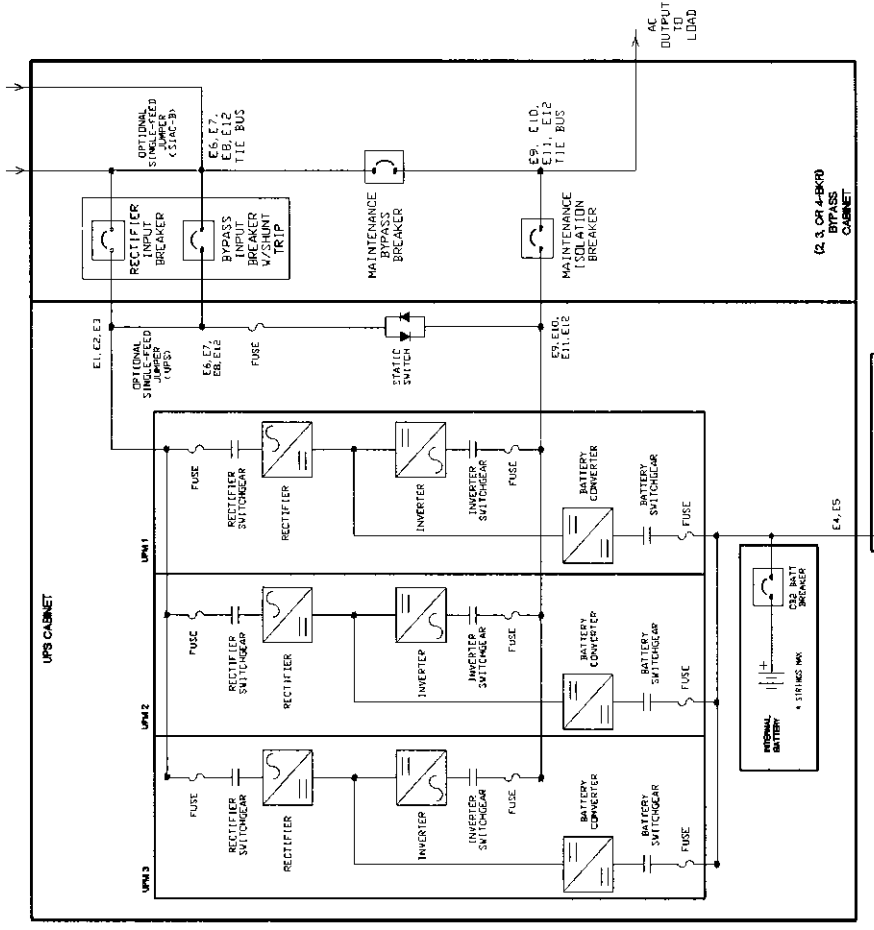
2

Structure	1	2							
Ship-Inches									
Ship-MM									
Width-Inches	68.40	34.50							
Width-MM	1737	876							
Depth-Inches	42.00	42.00							
Depth-MM	1066	1066							
Height-Inches	74.00	74.00							
Height-MM	1879	1879							
Weight-Lbs	8096.00	708.00							
Weight-Kg	3671.66	321.09							

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PREPARED BY DONNIE MCCALL	DATE 10/11/2024	Eaton		
APPROVED BY	DATE	JOB NAME Macon County Emergency Management	DESIGNATION	
VERSION 10.0.0.1	TYPE 93PM UPS 20-200kW	DRAWING TYPE Customer Appr.		
NEG-ALT Number CSP30312X4K1-0000	REVISION 0	DWG SIZE A	G.O.	SHEET 2 of 2

AC INPUT TO BYPASS (SOURCE 1)
AC INPUT TO RECTIFIER (SOURCE 2)
AC INPUT TO BYPASS (SOURCE 2)
(SEE NOTE 2)



UPS UNIT	DESCRIPTION	DEPENDENT LINE			WATT	VA
		A	B	C		
UPS1	60VA FRAME - 1 UPN INSTALLED, 0 BATT STRING	942 (27.1)	598 (18.2)	424 (116.7)	425 (116.8)	425 (116.8)
UPS1	60VA FRAME - 1 UPN INSTALLED, 1 BATT STRING	962 (27.8)	598 (18.2)	424 (116.7)	425 (116.8)	425 (116.8)
UPS1	60VA FRAME - 1 UPN INSTALLED, 2 BATT STRING	982 (28.5)	598 (18.2)	424 (116.7)	425 (116.8)	425 (116.8)
UPS1	60VA FRAME - 1 UPN INSTALLED, 3 BATT STRING	1002 (29.2)	598 (18.2)	424 (116.7)	425 (116.8)	425 (116.8)
UPS1	60VA FRAME - 1 UPN INSTALLED, 4 BATT STRING	1022 (29.9)	598 (18.2)	424 (116.7)	425 (116.8)	425 (116.8)
UPS1	60VA FRAME - 2 UPN INSTALLED, 0 BATT STRING	1884 (54.1)	1196 (36.4)	848 (233.4)	850 (233.6)	850 (233.6)
UPS1	60VA FRAME - 2 UPN INSTALLED, 1 BATT STRING	1904 (54.8)	1196 (36.4)	848 (233.4)	850 (233.6)	850 (233.6)
UPS1	60VA FRAME - 2 UPN INSTALLED, 2 BATT STRING	1924 (55.5)	1196 (36.4)	848 (233.4)	850 (233.6)	850 (233.6)
UPS1	60VA FRAME - 2 UPN INSTALLED, 3 BATT STRING	1944 (56.2)	1196 (36.4)	848 (233.4)	850 (233.6)	850 (233.6)
UPS1	60VA FRAME - 2 UPN INSTALLED, 4 BATT STRING	1964 (56.9)	1196 (36.4)	848 (233.4)	850 (233.6)	850 (233.6)
UPS1	60VA FRAME - 3 UPN INSTALLED, 0 BATT STRING	2926 (84.3)	1794 (54.6)	1272 (350.1)	1275 (351.3)	1275 (351.3)
UPS1	60VA FRAME - 3 UPN INSTALLED, 1 BATT STRING	2946 (85.0)	1794 (54.6)	1272 (350.1)	1275 (351.3)	1275 (351.3)
UPS1	60VA FRAME - 3 UPN INSTALLED, 2 BATT STRING	2966 (85.7)	1794 (54.6)	1272 (350.1)	1275 (351.3)	1275 (351.3)
UPS1	60VA FRAME - 3 UPN INSTALLED, 3 BATT STRING	2986 (86.4)	1794 (54.6)	1272 (350.1)	1275 (351.3)	1275 (351.3)
UPS1	60VA FRAME - 3 UPN INSTALLED, 4 BATT STRING	3006 (87.1)	1794 (54.6)	1272 (350.1)	1275 (351.3)	1275 (351.3)
UPS1	60VA FRAME - 4 UPN INSTALLED, 0 BATT STRING	3888 (113.7)	2392 (71.2)	1696 (473.6)	1700 (473.8)	1700 (473.8)
UPS1	60VA FRAME - 4 UPN INSTALLED, 1 BATT STRING	3908 (114.4)	2392 (71.2)	1696 (473.6)	1700 (473.8)	1700 (473.8)
UPS1	60VA FRAME - 4 UPN INSTALLED, 2 BATT STRING	3928 (115.1)	2392 (71.2)	1696 (473.6)	1700 (473.8)	1700 (473.8)
UPS1	60VA FRAME - 4 UPN INSTALLED, 3 BATT STRING	3948 (115.8)	2392 (71.2)	1696 (473.6)	1700 (473.8)	1700 (473.8)
UPS1	60VA FRAME - 4 UPN INSTALLED, 4 BATT STRING	3968 (116.5)	2392 (71.2)	1696 (473.6)	1700 (473.8)	1700 (473.8)
UPS2	60VA FRAME - 1 UPN INSTALLED, 0 BATT STRING	942 (27.1)	598 (18.2)	424 (116.7)	425 (116.8)	425 (116.8)
UPS2	60VA FRAME - 1 UPN INSTALLED, 1 BATT STRING	962 (27.8)	598 (18.2)	424 (116.7)	425 (116.8)	425 (116.8)
UPS2	60VA FRAME - 1 UPN INSTALLED, 2 BATT STRING	982 (28.5)	598 (18.2)	424 (116.7)	425 (116.8)	425 (116.8)
UPS2	60VA FRAME - 1 UPN INSTALLED, 3 BATT STRING	1002 (29.2)	598 (18.2)	424 (116.7)	425 (116.8)	425 (116.8)
UPS2	60VA FRAME - 1 UPN INSTALLED, 4 BATT STRING	1022 (29.9)	598 (18.2)	424 (116.7)	425 (116.8)	425 (116.8)
UPS2	60VA FRAME - 2 UPN INSTALLED, 0 BATT STRING	1884 (54.1)	1196 (36.4)	848 (233.4)	850 (233.6)	850 (233.6)
UPS2	60VA FRAME - 2 UPN INSTALLED, 1 BATT STRING	1904 (54.8)	1196 (36.4)	848 (233.4)	850 (233.6)	850 (233.6)
UPS2	60VA FRAME - 2 UPN INSTALLED, 2 BATT STRING	1924 (55.5)	1196 (36.4)	848 (233.4)	850 (233.6)	850 (233.6)
UPS2	60VA FRAME - 2 UPN INSTALLED, 3 BATT STRING	1944 (56.2)	1196 (36.4)	848 (233.4)	850 (233.6)	850 (233.6)
UPS2	60VA FRAME - 2 UPN INSTALLED, 4 BATT STRING	1964 (56.9)	1196 (36.4)	848 (233.4)	850 (233.6)	850 (233.6)
UPS2	60VA FRAME - 3 UPN INSTALLED, 0 BATT STRING	2926 (84.3)	1794 (54.6)	1272 (350.1)	1275 (351.3)	1275 (351.3)
UPS2	60VA FRAME - 3 UPN INSTALLED, 1 BATT STRING	2946 (85.0)	1794 (54.6)	1272 (350.1)	1275 (351.3)	1275 (351.3)
UPS2	60VA FRAME - 3 UPN INSTALLED, 2 BATT STRING	2966 (85.7)	1794 (54.6)	1272 (350.1)	1275 (351.3)	1275 (351.3)
UPS2	60VA FRAME - 3 UPN INSTALLED, 3 BATT STRING	2986 (86.4)	1794 (54.6)	1272 (350.1)	1275 (351.3)	1275 (351.3)
UPS2	60VA FRAME - 3 UPN INSTALLED, 4 BATT STRING	3006 (87.1)	1794 (54.6)	1272 (350.1)	1275 (351.3)	1275 (351.3)
UPS2	60VA FRAME - 4 UPN INSTALLED, 0 BATT STRING	3888 (113.7)	2392 (71.2)	1696 (473.6)	1700 (473.8)	1700 (473.8)
UPS2	60VA FRAME - 4 UPN INSTALLED, 1 BATT STRING	3908 (114.4)	2392 (71.2)	1696 (473.6)	1700 (473.8)	1700 (473.8)
UPS2	60VA FRAME - 4 UPN INSTALLED, 2 BATT STRING	3928 (115.1)	2392 (71.2)	1696 (473.6)	1700 (473.8)	1700 (473.8)
UPS2	60VA FRAME - 4 UPN INSTALLED, 3 BATT STRING	3948 (115.8)	2392 (71.2)	1696 (473.6)	1700 (473.8)	1700 (473.8)
UPS2	60VA FRAME - 4 UPN INSTALLED, 4 BATT STRING	3968 (116.5)	2392 (71.2)	1696 (473.6)	1700 (473.8)	1700 (473.8)
UPS3	60VA FRAME - 1 UPN INSTALLED, 0 BATT STRING	942 (27.1)	598 (18.2)	424 (116.7)	425 (116.8)	425 (116.8)
UPS3	60VA FRAME - 1 UPN INSTALLED, 1 BATT STRING	962 (27.8)	598 (18.2)	424 (116.7)	425 (116.8)	425 (116.8)
UPS3	60VA FRAME - 1 UPN INSTALLED, 2 BATT STRING	982 (28.5)	598 (18.2)	424 (116.7)	425 (116.8)	425 (116.8)
UPS3	60VA FRAME - 1 UPN INSTALLED, 3 BATT STRING	1002 (29.2)	598 (18.2)	424 (116.7)	425 (116.8)	425 (116.8)
UPS3	60VA FRAME - 1 UPN INSTALLED, 4 BATT STRING	1022 (29.9)	598 (18.2)	424 (116.7)	425 (116.8)	425 (116.8)
UPS3	60VA FRAME - 2 UPN INSTALLED, 0 BATT STRING	1884 (54.1)	1196 (36.4)	848 (233.4)	850 (233.6)	850 (233.6)
UPS3	60VA FRAME - 2 UPN INSTALLED, 1 BATT STRING	1904 (54.8)	1196 (36.4)	848 (233.4)	850 (233.6)	850 (233.6)
UPS3	60VA FRAME - 2 UPN INSTALLED, 2 BATT STRING	1924 (55.5)	1196 (36.4)	848 (233.4)	850 (233.6)	850 (233.6)
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UPS3	60VA FRAME - 3 UPN INSTALLED, 1 BATT STRING	2946 (85.0)	1794 (54.6)	1272 (350.1)	1275 (351.3)	1275 (351.3)
UPS3	60VA FRAME - 3 UPN INSTALLED, 2 BATT STRING	2966 (85.7)	1794 (54.6)	1272 (350.1)	1275 (351.3)	1275 (351.3)
UPS3	60VA FRAME - 3 UPN INSTALLED, 3 BATT STRING	2986 (86.4)	1794 (54.6)	1272 (350.1)	1275 (351.3)	1275 (351.3)
UPS3	60VA FRAME - 3 UPN INSTALLED, 4 BATT STRING	3006 (87.1)	1794 (54.6)	1272 (350.1)	1275 (351.3)	1275 (351.3)
UPS3	60VA FRAME - 4 UPN INSTALLED, 0 BATT STRING	3888 (113.7)	2392 (71.2)	1696 (473.6)	1700 (473.8)	1700 (473.8)
UPS3	60VA FRAME - 4 UPN INSTALLED, 1 BATT STRING	3908 (114.4)	2392 (71.2)	1696 (473.6)	1700 (473.8)	1700 (473.8)
UPS3	60VA FRAME - 4 UPN INSTALLED, 2 BATT STRING	3928 (115.1)	2392 (71.2)	1696 (473.6)	1700 (473.8)	1700 (473.8)
UPS3	60VA FRAME - 4 UPN INSTALLED, 3 BATT STRING	3948 (115.8)	2392 (71.2)	1696 (473.6)	1700 (473.8)	1700 (473.8)
UPS3	60VA FRAME - 4 UPN INSTALLED, 4 BATT STRING	3968 (116.5)	2392 (71.2)	1696 (473.6)	1700 (473.8)	1700 (473.8)

NOTES:
1. AC INPUT TO RECTIFIER IS NOT USED IN SINGLE FEED CONFIGURATION.
2. BATTERY CABINETS INSIDE OF UPS BOX INDICATE OPTIONAL UPS OR INTERNAL BATTERIES.
3. BATTERY CABINETS INSIDE OF UPS BOX INDICATE OPTIONAL COMPONENTS OR BATTERY CABINETS.
4. BATTERY CABINETS INSIDE OF UPS BOX INDICATE OPTIONAL EQUIPMENT CABINETS.
5. SUPPLIED BYPASS BREAKER WITH 40-AMP SHORT TRIP IS REQUIRED.
6. IF BYPASS SIDE CAP DOES NOT INCLUDE BIP BREAKER, BATTERY CABINETS INSIDE UPS IS REQUIRED WITH A 2-UPN 2-BREAKER SIDE CAP. THE SINGLE FEED JUMPER (STAC-B) IS INSTALLED WHEN THE UPS IS DELIVERED WITH A 4-BREAKER SIDE CAP.

Model No.	93C30312X4K1
Part No.	93C30312X4K1
Serial No.	
Order No.	
Quantity	1
Weight	1100/9536
Volume	
Material	
Manufacturer	Eaton Corporation
Country of Origin	USA
Year	1997
Revision	1.0

Job Name: Macon County Emergency Management
Revision:

Item Number: 93C30312X4K1-0000-10/1/2024
Catalog Number: 93C30312X4K1-0000-10/1/2024

Eaton Ancillary Device Parts and Labor Coverage Scope of Work Attachment R-10

If Customer has purchased Corrective Maintenance Coverage for the UPS "Power Module" and ancillary devices are directly connected to the covered equipment, parts and labor coverage may extend to the ancillary device based on the device type. "Directly connected" is defined as electronically controlled or interfaced to a Power Module. Ancillary devices may be eligible for optionally purchased parts and labor coverage.

Regardless of ancillary device parts and labor coverage, preventive maintenance of these ancillary devices is limited to inspection and testing via an optionally purchased UPS Power Module (or other device) preventive maintenance scope of work. There shall be no separate field activity report beyond the relevant comments from the UPS preventive maintenance report (FAR).

Covered ancillary device types (if connected to covered equipment, these devices assume parts and labor coverage of covered equipment):

- SBM (System Bypass Module), which includes UL 1778 "Uninterruptible Power Systems" version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- SSBM (Switchboard System Bypass Module), which includes UL 891 "Switchboards" version or UL1558 "Metal-Enclosed Low-Voltage Power Circuit Breaker Switchgear" version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- MBP – Maintenance Bypass Panel
- IAC – Integrated Accessories Cabinet
- Remote monitor panel
- Hot Tie
- Parallel cabinet
- Battery cabinet and battery breakers (excludes battery jars, cells or battery parts)

Covered components within covered ancillary devices shall include the electronic control portion designed and built by Eaton (Powerware series) for metering, monitoring, and controls for transferring of loads. Items covered include logic boards, power supplies, relays, and control circuitry, SSBM displays, Hot-Tie Display and programmable logic controllers (PLC).

Excluded components within covered ancillary devices shall be: circuit breakers, power quality metering, transient voltage surge suppressors (TVSS), metering and switches, non-UPS operation related control circuitry, non-UPS operation related programmable logic controllers (PLC).

Excluded ancillary device types (parts and labor coverage may be optionally purchased):

- Batteries (EBM, EBC)
- Battery Monitoring Systems
- IDC – Integrated Distribution Cabinet
- Switchgear (coverage not available for purchase)
- Standalone STS – Static Transfer Switch device (e.g., Cyberex Switch)
- PDU – Power Distribution Unit

GO/NEG-Alt-Date: CSP30312X4K1-0000-10/11/2024		Job Name: Macon County Emergency Management
Item Number:	Catalog Number: 9GC306A005H20R1	Designation:



Powering Business Worldwide

- PDR – Power Distribution Rack
- RPP – Remote power Panel
- EMS-UGK
- Battery Disconnect Circuit Breaker
- Flywheel
- ATS/MTS – Automatic or Manual Transfer Switch
- TVSS – Transient Voltage Surge Suppressor
- PFC – Power Factor Correction
- ePDU
- Racks and cabinets
- Software (e.g., Foreseer)

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Scope of Work Attachment R-10
Revision 1/15
Page 2 of 2

GO/NEG-Alt-Date: CSP30312X4K1-0000-10/11/2024		Job Name: Macon County Emergency Management
Item Number:	Catalog Number: 9GC306A005H20R1	Designation:



**MACON COUNTY BOARD OF COMMISSIONERS
OCTOBER 8, 2024
CONTINUED MEETING MINUTES**

Chairman Shields called the meeting back to order at 6:00 p.m. as recessed from the September 10, 2024, regular meeting. All Board Members, County Manager Derek Roland, Deputy Clerk Tammy Keezer, Finance Director Lori Carpenter, and County Attorney Eric Ridenour were present, as were a number of county employees, media, and citizens.

ANNOUNCEMENTS:

- (A) Sheriff Holbrooks announced that Officer Jim Lau's service would be held on Wednesday, October 9, 2024, at 2:00 p.m. at Holly Springs Baptist Church.
- (B) Commissioner Shields announced that a groundbreaking ceremony for the new Franklin High School (FHS) would be held on Friday, October 19, 2024, at 10:00 a.m.
- (C) Ms. Keezer announced that County Manager Derek Roland had tendered his resignation as County Manager at the September 10, 2024, regular meeting and at that time stated tonight would be his last meeting with this board. Ms. Keezer yielded the floor to Mr. Roland who shared remarks about the past eleven years he has served as County Manager. Commissioner Antoine read and presented a resolution honoring Mr. Roland followed by the presentation of an appreciation plaque, and other items by the other Commissioners as they each expressed their thanks to Mr. Roland and his family [Attachment 1].

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

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

PUBLIC HEARING(S): None

PUBLIC COMMENT PERIOD: **Susan Carpenter** spoke about the Nantahala Library and Community Building and says every Community Center in the County has a Community Room but that the Nantahala Library does not because they do not have access to the Community Center area of the building. She said they need access to have space to host the programs they provide. She wants the Library to have free access. **Jim Tate** said he was here tonight to address County Manager Roland. He said he was here for Derek's first meeting and there was no way he would miss his last. He shared remarks of appreciation toward Mr. Roland. **Ronnie Beale** said he wanted to echo Mr. Tate's comments on Mr. Roland. He said there was no better decision he has ever made as a Commissioner than to hire Derek Roland. He said Mr. Roland's service would not be forgotten. **Heather Johnson** spoke about the floodplain ordinance requesting the Board rethink any changes or revisions to the ordinance. Requested the emergency management plan be published and shared with the public. **Rick Tarleton** spoke about the County's response to Hurricane Helene. He shared his thanks for the community coming together to meet the needs and indicated that he would like to see a more transparent and robust system for responding. Mr. Tarleton said he did not feel there was a good County response and requested a plan of action that is available to the public. **Sarah Johnson** shared her gratitude to those who responded to Hurricane Helene. She spoke against encouraging more development in the floodplain and any changes to the ordinances. **Betsy Baste** said she agreed with Sarah Johnson had to say. She said to pay attention to the people who put good ordinances in place to protect our land and to protect our people and keep those in place. **Commissioner Shearl** made some remarks about emergency services stating that you have to protect yourself first before you can help others. He said no one asked for this disaster, for the loss of power, the loss of cell service, etc., and said it is unbelievable how Highlands was impacted and the emergency services response was remarkable. Commissioner Shearl said job well done for putting your life on the line to respond and said these people are doing everything they can to save lives and save property. Commissioner Shearl said first responders put their lives on the line every day for people they do not even know and instead of criticizing our emergency services come in with a positive response.

At 6:39 p.m., Commissioner Shields asked for Heather Johnson to be escorted out of the meeting after she disrupted the meeting and displayed disrespect toward Commissioner Shearl. Commissioner Shields asked that Ms. Johnson not be allowed back in for future meetings.

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

- To add Item 12(I) under Consent Agenda, Proclamation recognizing November as National Family Literacy Month, per Ms. Keezer
- To add Item 12(J) under Consent Agenda, Fireworks permit for an event on October 19, 2024, to be held at Flat Mountain Farm located at 1359 Flat Mountain Road in Highlands, per Ms. Keezer
- To add Item 11(C) under New Business, Brief discussion on environmental health fees, per Commissioner Higdon
- To add Item 11(D) under New Business, Revision and approval of the Macon County Pay Scale to include the County Manager classification, per Ms. Keezer

OLD BUSINESS:

(A) BRIEF CLOSED SESSION PURSUANT TO NCGS §143-318.11(A)(6) TO DISCUSS QUALIFICATIONS AND CONDITIONS OF EMPLOYMENT OF THE INTERIM COUNTY MANAGER. FOLLOWED BY UPDATE ON INTERIM COUNTY MANAGER – At 6:49 p.m., Commissioner Higdon made a motion, seconded by Commissioner Antoine, to go into closed session. The vote was unanimous. At 7:11 p.m. Commissioner Young made a motion, seconded by Commissioner Antoine, to return to open session. The vote was unanimous. At 7:12 p.m., Commissioner Shields reconvened the meeting. Attorney Ridenour a motion to appoint Mr. Warren Cabe as the Interim County Manager from November 1, 2024, to June 30, 2025, at a salary of \$154,526.45 and a monthly car allowance of \$500.00. Commissioner Shields made a motion to accept the motion as read by Attorney Ridenour, seconded by Commissioner Antoine. The vote was unanimous. Mr. Roland shared some comments about Mr. Cabe's performance over the years, thanked him for his service, and wished him the best of luck. Mr. Cabe shared his appreciation to the Board for the vote of confidence and shared his appreciation to Mr. Roland for his leadership and service. Commissioner Shields thanked Mr. Cabe for allowing him to be involved in the team meetings last week during the response to Hurricane Helene. Mr. Cabe said there is always room for us to improve and we are open for the public's feedback for improvement when we need to. He said Emergency Management will continue to do their best to serve the citizens of Macon County.

(B) FOLLOW UP AND DISCUSSION REGARDING 38 PEEKS CREEK ROAD (OLD PINE GROVE SCHOOL) – Commissioner Shearl said he had spoken with Robbie Holland and understands the community group has been speaking with and providing updates to Mr. Roland and Commissioner Young. Commissioner Young reminded the Board of the presentation previously given to the Board by the community group and the direction that this Board gave them to pursue 501(C) (3) status and come back to us. He said that Mrs. Holland has been actively pursuing that direction. Mr. Roland said he has had some communication with Mrs. Holland as well due to the upcoming election since the school is a polling place. He said there are some immediate maintenance needs for that building and he is having maintenance look at those and indicated that Mrs. Holland has asked about who is going to be responsible for the ongoing maintenance issues and he believes those are discussions that will need to take place after the election. Commissioner Shearl requested to move this item to the January 2025 agenda and for the group to come back for an update at that meeting.

(C) FRANKLIN HIGH SCHOOL AND STADIUM PROJECT – Ms. Carpenter stated that the board has been approving funds for schematic design, design development, construction documents, and bidding as we proceeded through the process. She said we have now borrowed money and received the 62 million dollar grant so it is time to approve the construction phase and project closeout phases for LS3P. Ms. Carpenter stated that the contract also states that once we have a final guaranteed maximum price (GMP) that a reconciliation would be performed based on that final GMP. She provided a handout and requested approval of approve amendments to the contract in the amount of \$4,231,491 which was budgeted and earmarked as part of the loan proceeds and the grant. Commissioner Young made a motion, seconded by Commissioner Antoine to approve the amendments as requested. Commissioner Higdon asked if this action would closeout LS3P. Ms. Carpenter confirmed there should not be any more amendments, but there could be a request next month to add a pass-through item to the contract which would be a procedural item and LS3P would not profit from that. The vote was unanimous.

(D) HIGHLANDS PRE-K/MIDDLE SCHOOL ADDITION PROJECT - Lori said the board has been approving the phases as we have moved along and this will include the final phases of construction and project closeout for this project. She said she needs action to approve the amendment to the LS3P contract in the amount of \$112,240 and approve budget amendment #85 which appropriates the funds. Commissioner Young made a motion, seconded by Commissioner Shearl, to approve the items as requested. Commissioner Higdon asked for total for architectural fees. Ms. Carpenter said the total for LS3P for the Highlands Pre-K/Middle School Addition is \$339,255. She said

there was a small amount of architectural fees of approximately \$45,901 that was for the renovations of Highlands School that is a separate project. The vote was 4 to 1 with Commissioner Young, Commissioner Shearl, Commissioner Antoine, and Commissioner Shields voting in favor of the motion, and Commissioner Higdon opposed.

NEW BUSINESS:

(A) UPDATE ON STATE OF EMERGENCY DUE TO HURRICANE HELENE – Mr.

Cabe gave an update saying Macon County fared well compared to other counties but the damages and effects sustained by these folks is significant. He indicated that Franklin had 10 to 14 inches of rainfall in Highlands while Asheville was at the 14 to 15 inch mark. Mr. Cabe said a lot of our damages were due to 50 mph winds mostly in the Highlands area with most of the flooding in the Franklin area. He reported that 57 structures were damaged while two are uninhabitable, 24 will require extensive repairs, 28 require some repair (tree on roof, etc.), and three sustained minor (tree in yard or damaged mailbox). Mr. Cabe said a dollar figure has not yet been applied to the damages, some folks have not even checked on their properties yet, and some roads are still impassable. He said he expects the damages to increase. Mr. Cabe indicated that Macon County had one loss of life who was a Macon County employee and that we were fortunate there were no other injuries. He shared there were nine water rescues, six adults, and four children housed in hotels or other lodging arrangements. Mr. Cabe said that Downtown Door housed 31 folks for a couple of nights as well. He stated Macon County tends to house folks in hotel rooms first if possible because it is more economically feasible which is already set up to house folks until there are 10 to 12 people who need shelter because if we open shelters the schools are impacted as well as a lot of employees who are pulled from DSS and the Health Department to staff those shelters. Mr. Cabe shared that the burden of operating the shelter will fall on Macon County and our employees as the Red Cross may only send one person to assist. Mr. Cabe indicated that the processes will be reviewed after this event just like every other event. He reported that as of today we still have about 200 power outages in the County, a recovery distribution center that is operating for food and supply distribution and donations, DSS is preparing for a D-SNAP program to come through as well as other programs that will be coming, and that the Unmet Needs Committee pulled local groups and agencies together to identify needs and coordinated response and resource efforts. He thinks this will be a multiyear recovery process.

(B) CONSIDERATION AND APPROVAL OF WATER AND SEWER LINE SETTLEMENT AND RELEASE AGREEMENT – Project Manager Jack Morgan

indicated that Macon County paid for a sewer line to be ran down 441 in the mid-80's which ran across several pieces of property along the way. He said

Minutes
10.08.24

Macon County made promises to those property owners that in lieu of the easement they would be provided with a water tap and a sewer tap. Mr. Morgan said most of those had been taken care of a long time ago, but there is a piece of property along Prentiss Bridge Road that has not been taken care of and the new property owners want to put a double-wide mobile home on the property and want the County to hold up their end of the bargain. Mr. Morgan indicated that the sewer line is a high-pressure line and cannot be tapped so the alternative is for the County to pay for a septic system. He said the water line can be tapped and the Town of Franklin has agreed to complete the water tap for approximately \$3,400. Mr. Morgan said he projects the septic system will cost approximately \$15,000 assuming the system can be put where we expect to put it. Commissioner Young asked if there was a statute of limitations on this agreement. Mr. Ridenour said this was the agreement in the deed at the time the property was purchased. Commissioner Young asked about the line that goes down Prentiss Bridge Road. After some discussion about the County's obligation Commissioner Young said he would like to discuss the matter further in a closed session. Commissioner Higdon agreed.

(C) BRIEF DISCUSSION ON ENVIRONMENTAL HEALTH FEES – Commissioner Higdon said he presented an idea about Environmental Health fees at the last meeting. He stated that the County has used money in the past to supplement operations and suggested that Environmental Health fees be waived to people who are willing to directly invest in the economy of Macon County - build a home, business, tiny home, etc. Commissioner Higdon indicated that the value of a new home or business has a ripple effect on the economy. He said he has met with the Health Director and her staff and he wants to bring a proposal back next month and sees this as a way to thank those that invest in Macon County. He said his proposal back to the Board will be to waive Environmental Health fees which will cost the County around \$200,000 to \$300,000 per year. Commissioner Higdon indicated that he is also proposing a decrease in or waving some well fees and would also like to wave the Building Inspection fees. He said it is the role of the Board to fund and finance the services of Macon County and the agencies role to administer the services carry them out. Health Director Kathy McGaha said the work load for staff also becomes an issue. Commissioner Higdon asked Ms. McGaha about the status of scanning environmental health records. Ms. McGaha commented about efforts made toward scanning records which would be accessible to the public and said at this point it is in the hands of the County Information Technology's hands as she does not have the knowledge to know what the holdup is. Mr. Roland said we have been looking at software and incorporating more of a marriage between Building Inspections, Environmental Health, and the GIS system. He said we are in the process of a large MUNIS upgrade and hopefully when that project is

concluded at the first of the year we will start incorporating upgrades in the software for Building Inspections and Environmental Health.

(D) REVISION AND APPROVAL OF THE MACON COUNTY PAY SCALE TO INCLUDE THE COUNTY MANAGER CLASSIFICATION – Ms.

Keezer indicated that the County Manager salary and grade is not included in the current pay scale and recommended that it be added. She said she and Finance Director Lori Carpenter had reviewed the pay plan and recommended the position be assigned Grade 52 at a minimum salary of \$139,674.34 and a maximum salary of \$209,511.51. Commissioner Young made a motion, seconded by Commissioner Antoine to approve the salary range and grade as recommended. The vote was unanimous.

CONSENT AGENDA: Upon a motion by Commissioner Young, seconded by Commissioner Antoine, the board voted unanimously to approve the consent agenda as presented which includes: (A) Minutes of the September 10, 2024, regular meeting and the September 17, 2024, Continued Session, (B) Budget Amendments #86-98, (C) Approve Scaly Mountain Recreation Agreement FY 24-25, (D) Approve Capital Project Ordinance Amendment for Franklin High School Project, (E) Approve Reimbursement Resolution for Franklin High School Project, (F) Approve Resolution for Operation Green, (G) Tax releases for the month of September 2024 in the amount of \$1,680.46, (H) Monthly ad valorem tax collection report – no action necessary, (I) Proclamation recognizing November as National Family Literacy Month, (J) Fireworks permit for an event on October 19, 2024, to be held at Flat Mountain Farm located at 1359 Flat Mountain Road in Highlands

APPOINTMENTS: None

CLOSED SESSION: At 8:23 p.m. upon a motion by Commissioner Young, seconded by Commissioner Shearl the board voted unanimously to go in to closed session as allowed under NCGS 143-318.11 (a)(3) to consult with an attorney legal position to be taken on sewer system issues discussed earlier in the meeting. At 8:35 p.m. Commissioner Higdon made a motion, seconded by Commissioner Young to return to open session. The vote was unanimous.

Commissioner Shearl made a motion, seconded by Commissioner Young, to task Mr. Morgan with obtaining three bids for a septic system to be presented at the next meeting. The vote was unanimous.

ADJOURN: With no other business, at 8:36 p.m., upon a motion from Commissioner Young, seconded by Commissioner Antoine, the board voted unanimously to adjourn.

Tammy Keezer
Deputy Clerk to the Board

Gary Shields
Board Chair

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

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	\$ 85,396
Weatherization Services DHHS	90,923
HARRP Services DHHS	<u>78,813</u>
Total	\$255,132

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

DOE WX Funds	\$ 85,396
DHHS LIHEAP WX Funds	90,923
DHHS HARRP Funds	<u>78,813</u>
Total	\$255,132

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 12th day of November 2024.

Gary Shields, Chairman
Board of Commissioners

**MACON COUNTY, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
AIRPORT RENOVATION OF HANGAR/REPAIR SHOP**

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 adopted:

SECTION 1. The project authorized is Renovation of Hangar/Repair Shop with an allocation of state funds from the Current Appropriations Act, Session Law 2023-134.

SECTION 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the grant agreement and the budget contained herein.

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

Construction	\$ 100,000
Total	<u>\$ 100,000</u>

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

State Funds	\$ 100,000
Total	<u>\$ 100,000</u>

SECTION 5. The Finance Director is hereby directed to maintain within the Capital Project Funds 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 12th day of November 2024.

Gary Shields, Chairman
Macon County Board of Commissioners

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

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

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

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

Project Description	Expenditure Category (EC)	Amount
Transfer to General Fund for Premium Pay	4.1	\$ 3,326,497
Transfer to Housing Fund for Premium Pay	4.1	\$ 48,055
Transfer to Solid Waste Fund for Premium Pay	4.1	\$ 318,029
Transfer to General Fund for GREAT Grant Match	6	\$ 100,000
Transfer to General Fund for CAB Grant Match	6	\$ -
Transfer to General Fund for Crime Prevention (114311), Finance (114130), & Register of Deeds (114180) salaries/fringes	6.1	\$ 2,893,586
Transfer to Housing Fund for Housing Director (514009) salaries/fringes	6.1	\$ 44,769
Transfer to Solid Waste Fund for Solid Waste Admin. (604712) salaries/fringes	6.1	\$ 234,060
TOTAL		\$ 6,964,996

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

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

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

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

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

Adopted this 12th day of November 2024.

Gary Shields, Chairman
Board of County Commissioners

**RESOLUTION EXEMPTING ENGINEERING SERVICES FOR
STREAMFLOW REHABILITATION ASSISTANCE PROGRAM:
CONTRACT 25-008-4027 FROM THE PROVISIONS OF ARTICLE 3D
OF CHAPTER 143 OF THE NORTH CAROLINA GENERAL STATUTES**

WHEREAS, Article 3D of Chapter 143 of the North Carolina General Statutes establishes a general public policy regarding procurement of surveying services; and

WHEREAS, North Carolina General Statutes Section 143-64.32 provides:

"Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of proposed projects where an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000)"; and

WHEREAS, Macon County is now in need of engineering services for the Streamflow Rehabilitation Assistance Program in Macon County, North Carolina; and

WHEREAS, the estimated professional engineering fee for the Streamflow Rehabilitation Assistance Program in Macon County, North Carolina is in an amount less than fifty thousand (\$50,000) dollars.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MACON that the proposed engineering services for the Streamflow Rehabilitation Assistance Program in Macon County, North Carolina, is hereby exempted in writing from the provisions of Article 3D of Chapter 143 of North Carolina General Statutes pursuant to the provisions of N.C. Gen. Stat. §143-64.32.

Adopted this 12th day of November 2024.

Gary Shields, Chairman
Macon County Board of Commissioners

ATTEST:

Clerk to the Board

(COUNTY SEAL)

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: November 6, 2024

RE: Releases for October 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 OCTOBER 2024: \$ 3,557.02

RELEASES REPORT
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
72966 FRANKS, RUTH	2022-83881	DY: PERSONAL PROPERTY	LAS	12/31/9999 10:41:53 AM		
		CLERICAL ERROR		L01 FFEEFEE	4,755.00	108.00
		MS. FRANKS DIED MARCH 2021			TOTAL RELEASES:	108.00
72966 FRANKS, RUTH	2023-83881	DY: PERSONAL PROPERTY	LAS	12/31/9999 10:45:27 AM		
		CLERICAL ERROR		L01 FFEEFEE	12,042.00	108.00
		MS. FRANKS DIED MARCH 2021			TOTAL RELEASES:	108.00
72966 FRANKS, RUTH	2024-83881	DY: PERSONAL PROPERTY	LAS	12/31/9999 10:46:02 AM		
		CLERICAL ERROR		L01 FFEEFEE	12,042.00	120.00
		MS. FRANKS DIED MARCH 2021			TOTAL RELEASES:	120.00
139031 LEWIS, THOMAS	2023-53061	DY: PERSONAL PROPERTY	LAS	12/31/9999 10:43:04 AM		
		CLERICAL ERROR		G01 ADVL TAX	15,800.00	42.66
		CLERICAL ERROR		F05 ADVL TAX	15,800.00	7.69
		MR LEWIS DIED NOVEMBER 2022			TOTAL RELEASES:	50.35
139031 LEWIS, THOMAS	2024-53061	DY: PERSONAL PROPERTY	LAS	12/31/9999 10:43:42 AM		
		CLERICAL ERROR		G01 ADVL TAX	14,220.00	38.39
		CLERICAL ERROR		F05 ADVL TAX	14,220.00	6.93
		MR LEWIS DIED NOVEMBER 2022			TOTAL RELEASES:	45.32
7708 OSTEMA, DENNIS & NANCY	2024-84800	DY:ORP:7418660061	LAS	12/31/9999 4:00:58 PM		
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	76,870.00	207.55
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		F06 ADVL TAX	76,870.00	32.13
		NO FINISHED BASEMENT			TOTAL RELEASES:	239.68
136086 PANCOAST, RUSSELL E	2024-65655	DY:ORP:6572442243	LAS	12/31/9999 10:40:44 AM		
		CLERICAL ERROR		G01 ADVL TAX	42,890.00	115.80
		CLERICAL ERROR		F03 ADVL TAX	42,890.00	29.59
		SHOULD HAVE BEEN COMMON AREA			TOTAL RELEASES:	145.39
150227 SUTTON PROPERTY HOLDINGS, LLC	2024-154	DY:ORP:7550113858	LAS	12/31/9999 10:42:08 AM		
		CLERICAL ERROR		G01 ADVL TAX	253,410.00	684.21
		CLERICAL ERROR		F10 ADVL TAX	253,410.00	48.40
		CLERICAL ERROR		H01 ADVL TAX	253,410.00	259.00
		GRADE OF DWELLING WAS CODED INCORRECTLY			TOTAL RELEASES:	991.61
149730 THROWER, DAVID LARRY	2024-93620	DY:ORP:7513987019	LAS	12/31/9999 8:03:39 AM		
		CLERICAL ERROR		G01 ADVL TAX	9,350.00	25.25
		CLERICAL ERROR		F04 ADVL TAX	9,350.00	4.49
		CORRECTION ON LAND			TOTAL RELEASES:	29.74

RUN DATE: 11/6/2024 12:19 PM

RELEASES REPORT
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
147760 WOODLANDS LODGE, LLC	2024-85254	DY:ORP:7429466558 LAS	12/31/9999 3:20:21 PM			
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	553,070.00	1,493.29
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		L01 FFEFEE	553,070.00	120.00
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		F10 ADVL TAX	553,070.00	105.64
		GARAGE TAXED TWICE, BASEMENT NOT FINISHED		TOTAL RELEASES:		1,718.93
<hr/>						
NET RELEASES PRINTED:	3,557.02					
TOTAL TAXES RELEASED						3,557.02

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

Macon County
Advalorem Tax Collections Report
Year To Date October 2024 Tax Year 2024

TAX YEAR 2024 Month To Date October 2024 Tax Year 2024

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance
General Tax	20,738,873.06	2,191.10	-377.73	0.00	-6.62	20,740,679.81	-1,858,292.20	18,882,387.61
Fire Districts	3,455,812.24	384.70	-99.68	0.00	-1.63	3,456,095.63	-282,395.68	3,173,699.95
Landfill User Fee	2,149,333.85	0.00	-360.00	0.00	-0.92	2,148,972.93	-185,602.74	1,963,370.19
TOTAL:	26,344,019.15	2,575.80	-837.41	0.00	-9.17	26,345,748.37	-2,326,290.62	24,019,457.75

TAX YEAR 2024 Year To Date October 2024 Tax Year 2024

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 2024 As of 10/31/2024	Last Year Collection Percentage Tax Year 2023 As of 10/31/2023
General Tax	0.00	34,198,048.79	-3,921.04	0.00	-1026.97	34,193,100.78	-15,310,713.17	18,882,387.61	44.78%	45.49
Fire Districts	0.00	5,342,371.40	-872.67	0.00	-191.00	5,341,307.73	-2,167,607.78	3,173,699.95	40.58%	41.83
Landfill User Fee	0.00	3,347,760.00	-15,120.00	0.00	-4.52	3,332,635.48	-1,369,265.29	1,963,370.19	41.09%	41.45
TOTAL:	0.00	42,888,180.19	-19,913.71	0.00	-1222.49	42,867,043.99	-18,847,586.24	24,019,457.75	43.97%	44.77

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: November 06, 2024

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

Dear Commissioners:

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

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

2013: \$ 38,144.82

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

Respectfully,

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

Delena Raby
Tax Collections Supervisor