

# Macon County



## MACON COUNTY BOARD OF COMMISSIONERS DECEMBER 8, 2020 AGENDA

1. Call to order and welcome by the chairman
2. Announcements
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) Change in Macon County’s 2021 North Carolina Development Tier Designation – Economic Development Director Tommy Jenkins
10. Old Business
  - (A) Follow-up discussion regarding Natural Resources Advisory Committee
  - (B) Amended Fiscal Year 2020-21 contract with “No Wrong Door” – County Manager Derek Roland and Interim County Attorney Kim Carpenter
  - (C) Broadband Committee Evaluation of Responses to RFP Issued for “Macon County High-Speed Internet Access Service Expansion Project – County Manager Derek Roland
11. New Business
  - (A) Amendment No.1 to the Pictometry Contract – Tax Administrator Abby Braswell

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 13, 2020 regular meeting and the November 10, 2020 regular meeting

(B) Budget Amendments #111-115

(C) Tax Releases (none in November)

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

13. Appointments

(A) Community Funding Pool – Need to stagger terms of those reappointed at the November 10, 2020 regular meeting

(B) Vaya Health County Commissioner Advisory Board

(C) Economic Development Commission (1 seat)

14. Closed session if needed

15. Adjourn/Recess

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### **CATEGORY – REPORTS/PRESENTATIONS**

**MEETING DATE: DECEMBER 8, 2020**

9A. Macon County Economic Development Director Tommy Jenkins will update the board on the 2021 North Carolina Development Tier Designations that were announced earlier this week by the state Department of Commerce. Macon County has been changed to a Tier Three county, one of the 20 least distressed counties in the state. A copy of the memorandum outlining the new tier designations is attached for your information and review.



ROY COOPER  
Governor

ANTHONY M. COPELAND  
Secretary

## 2021 North Carolina Development Tier Designations

Since 2007, North Carolina has used a three-level system for designating county development tiers. The designations, which are mandated by state law, determine a variety of state funding opportunities to assist in economic development. This report documents the process for calculating tiers and lists counties that have changed tiers since 2020. A statewide county tier map and tier calculations are included for reference.

### How Tier Rankings Are Calculated

The Development Tier Designation statute ([§143B-437.08](#)) provides specific guidelines for calculating annual tier rankings. This process assigns each county to a designation of Tier One (most distressed), Tier Two, or Tier Three (least distressed). Assuming no ties in rankings, the statute requires **40 Tier One, 40 Tier Two, and 20 Tier Three** counties each year. In the event of a tie for the final position as a Tier One or Tier Two county, both counties will be placed in the lower tier. In the 2021 edition of the Development Tiers, a tie for the 40<sup>th</sup> position in Tier One means there will be 41 Tier One counties, 39 Tier Two counties, and 20 Tier Three counties.

### Tier Rankings use Four Factors

- *Average unemployment rate* for the most recent twelve months for which data are available (October 2019 – September 2020, NC Dept. of Commerce, LAUS)
- *Median household income* for the most recent twelve months for which data are available (2018, U.S. Census, Small Area Income & Poverty Estimates)
- *Percentage growth in population* for the most recent 36 months for which data are available (July 2016 – July 2019, NC Office of State Budget & Management)
- *Adjusted property tax base per capita* for the most recent taxable year (FY 2020-21, NC Dept. of Public Instruction)

Each county is ranked from 1 to 100 on each variable, making the highest possible *County Rank Sum* 400, and the lowest 4. After calculating the *County Rank Sum*, counties are then ranked from most distressed (1) to least distressed (100) in order to determine their *Economic Distress Rank*. Note that the 2018 Appropriations Act ([S.L. 2018-5](#), Section 15.2.(a)) eliminated several “adjustment factors” that will no longer be used to calculate the final tier ranks, adjustments that previously factored small population sizes and poverty rates into the calculations. In addition, [§143B-437.07.\(d\)](#) calls for the Department of Commerce to publish the state performance statistic for each of the four factors, alongside the county values. Any county underperforming the state average on any of the four factors may request assistance from the Department to improve their performance on the given factor. A ranked list of each county’s performance by indicator, as well as the statewide value, is provided at the end of this document. For comparison, counties may also wish to access the [2020 County Tier Designations](#). For assistance, please contact David Rhoades at [drhoades@nccommerce.com](mailto:drhoades@nccommerce.com).

### County Tier Changes in 2021

Twenty-two counties will change tiers in 2021. Counties moving to a **less distressed** tier include Beaufort, Camden, Carteret, Chowan, Jones, Macon, Onslow, Perquimans, Pitt, Polk, and Transylvania. Counties moving to a **more**

distressed tier include Alexander, Brunswick, Buncombe, Burke, Cherokee, Davie, Haywood, Hoke, New Hanover, Randolph, and Rowan.

#### **Alexander County**

For 2021, Alexander County is shifting from Tier Two to Tier One. The county's economic distress rank is #29 (it was #57 in 2020). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #96 last year to #34 this year.

#### **Beaufort County**

For 2021, Beaufort County is shifting from Tier One to Tier Two. The county's economic distress rank is #56 (it was #36 in 2020). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #30 last year to #74 this year.

#### **Brunswick County**

For 2021, Brunswick County is shifting from Tier Three to Tier Two. The county's economic distress rank is #80 (it was #81 in 2020). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #18 last year to #11 this year.

#### **Buncombe County**

For 2021, Buncombe County is shifting from Tier Three to Tier Two. The county's economic distress rank is #67 (it was #87 in 2020). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #100 last year to #23 this year.

#### **Burke County**

For 2021, Burke County is shifting from Tier Two to Tier One. The county's economic distress rank is #30 (it was #46 in 2020). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #74 last year to #46 this year.

#### **Camden County**

For 2021, Camden County is shifting from Tier Two to Tier Three. The county's economic distress rank is #89 (it was #77 in 2020). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #63 last year to #97 this year.

#### **Carteret County**

For 2021, Carteret County is shifting from Tier Two to Tier Three. The county's economic distress rank is #87 (it was #70 in 2020). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #38 last year to #80 this year.

#### **Cherokee County**

For 2021, Cherokee County is shifting from Tier Two to Tier One. The county's economic distress rank is #40 (it was #49 in 2020). This shift was largely driven by a change in the county's population growth rank, which moved from #87 last year to #67 this year.

#### **Chowan County**

For 2021, Chowan County is shifting from Tier One to Tier Two. The county's economic distress rank is #43 (it was #24 in 2020). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #27 last year to #84 this year.

#### **Davie County**

For 2021, Davie County is shifting from Tier Three to Tier Two. The county's economic distress rank is #76 (it was #84 in 2020). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #93 last year to #61 this year.

#### **Haywood County**

For 2021, Haywood County is shifting from Tier Three to Tier Two. The county's economic distress rank is #64 (it was #82 in 2020). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #95 last year to #38 this year.

**Hoke County**

For 2021, Hoke County is shifting from Tier Two to Tier One. The county's economic distress rank is #31 (it was #43 in 2020). This shift was largely driven by a change in the county's median household income rank, which moved from #72 last year to #56 this year.

**Jones County**

For 2021, Jones County is shifting from Tier One to Tier Two. The county's economic distress rank is #46 (it was #32 in 2020). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #50 last year to #93 this year.

**Macon County**

For 2021, Macon County is shifting from Tier Two to Tier Three. The county's economic distress rank is #84 (it was #72 in 2020). Compared to last year, the county's population growth rank, median household income rank, and unemployment rate rank all improved.

**New Hanover County**

For 2021, New Hanover County is shifting from Tier Three to Tier Two. The county's economic distress rank is #79 (it was #96 in 2020). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #83 last year to #49 this year.

**Onslow County**

For 2021, Onslow County is shifting from Tier One to Tier Two. The county's economic distress rank is #59 (it was #39 in 2020). This shift was largely driven by a change in the county's population growth rank, which moved from #60 last year to #97 this year.

**Perquimans County**

For 2021, Perquimans County is shifting from Tier One to Tier Two. The county's economic distress rank is #62 (it was #37 in 2020). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #19 last year to #55 this year.

**Pitt County**

For 2021, Pitt County is shifting from Tier One to Tier Two. The county's economic distress rank is #44 (it was #33 in 2020). While the county's population growth rank and unemployment rate rank improved, the county's median household income rank declined.

**Polk County**

For 2021, Polk County is shifting from Tier Two to Tier Three. The county's economic distress rank is #84 (it was #71 in 2020). This shift was largely driven by improvement in the county's median household income rank and unemployment rate rank.

**Randolph County**

For 2021, Randolph County is shifting from Tier Two to Tier One. The county's economic distress rank is #35 (it was #42 in 2020). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #66 last year to #44 this year.

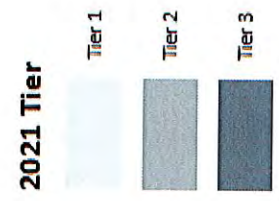
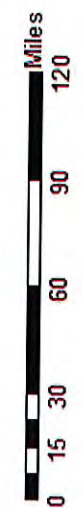
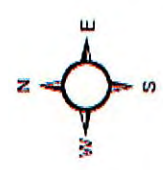
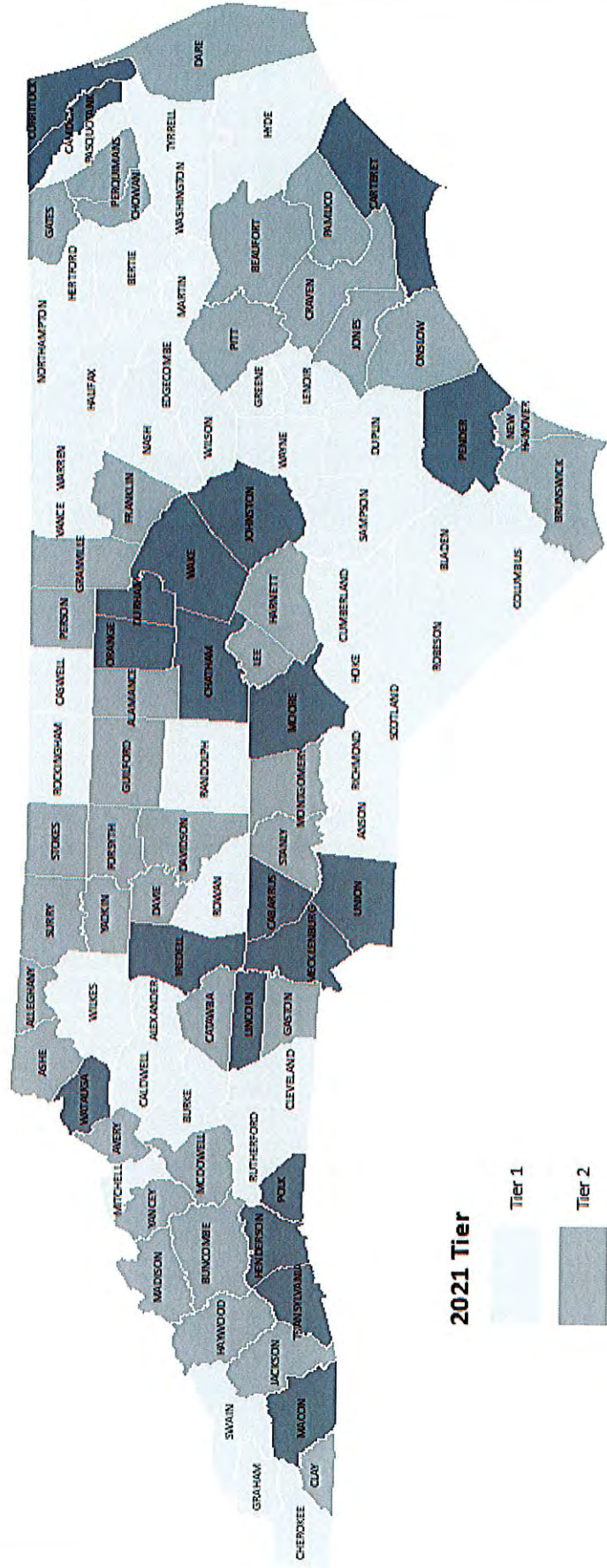
**Rowan County**

For 2021, Rowan County is shifting from Tier Two to Tier One. The county's economic distress rank is #38 (it was #53 in 2020). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #57 last year to #25 this year.

**Transylvania County**

For 2021, Transylvania County is shifting from Tier Two to Tier Three. The county's economic distress rank is #95 (it was #80 in 2020). This shift was largely driven by a change in the county's unemployment rate rank, which moved from #67 last year to #87 this year.

# 2021 County Tier Designations



## 2021 COUNTY DEVELOPMENT TIER RANKINGS (§ 143B-437.08)

NEW TIER	COUNTY	Adjusted Property Tax Base Per Capita FY 2020-2021		Population Growth July 2016-July 2019		Median Household Income 2018		Unemployment 12 Mth Avg Oct 19-Sept 20		County Rank Sum	ECONOMIC DISTRESS RANK (#1 = most distressed)	2021 TIERS
		Value	Rank	% Change	Rank	Income	Rank	Rate	Rank			
	ALAMANCE	\$85,841	40	5.65%	90	\$50,480	67	6.29%	52	249	68	2
↓	ALEXANDER	\$73,977	14	1.21%	44	\$49,138	62	6.64%	34	154	29	1
	ALLEGHANY	\$144,776	85	1.82%	53	\$39,735	16	6.38%	47	201	49	2
	ANSON	\$84,218	37	-1.12%	16	\$38,023	10	6.49%	40	103	14	1
	ASHE	\$143,823	84	2.68%	66	\$41,864	23	5.39%	86	259	72	2
↑	AVERY	\$244,779	98	1.67%	51	\$41,701	22	5.40%	85	256	71	2
↑	BEAUFORT	\$120,177	67	-0.09%	24	\$46,411	48	5.82%	74	213	56	2
	BERTIE	\$72,221	12	-2.14%	6	\$35,433	2	5.73%	76	96	13	1
	BLADEN	\$85,232	38	-0.41%	19	\$36,976	8	6.32%	51	116	19	1
↓	BRUNSWICK	\$193,103	93	12.59%	100	\$60,163	88	7.92%	11	292	80	2
↓	BUNCOMBE	\$149,620	88	2.12%	58	\$53,960	79	7.11%	23	248	67	2
↓	BURKE	\$77,012	22	1.48%	46	\$44,946	44	6.42%	46	158	30	1
	CABARRUS	\$113,877	59	6.48%	94	\$69,297	96	6.14%	58	307	86	3
	CALDWELL	\$87,524	44	0.84%	39	\$43,328	34	6.97%	27	144	26	1
↑	CAMDEN	\$107,683	56	2.65%	65	\$65,955	95	5.01%	97	313	89	3
↑	CARTERET	\$220,566	97	1.63%	49	\$55,052	82	5.62%	80	308	87	3
	CASWELL	\$74,656	15	-0.04%	25	\$45,517	45	6.90%	29	114	17	1
	CATAWBA	\$111,625	58	1.86%	54	\$53,738	78	7.12%	22	212	55	2
	CHATHAM	\$149,548	87	7.01%	96	\$73,703	98	4.89%	99	380	100	3
↓	CHEROKEE	\$116,593	60	2.97%	67	\$41,262	20	6.84%	30	177	40	1
↑	CHOWAN	\$105,196	54	-0.95%	18	\$42,618	25	5.49%	84	181	43	2
	CLAY	\$165,357	91	3.99%	80	\$42,878	30	6.36%	48	249	68	2
	CLEVELAND	\$90,825	48	2.10%	57	\$42,728	27	6.71%	32	164	34	1
	COLUMBUS	\$74,838	17	-1.36%	13	\$36,862	7	6.98%	26	63	6	1
	CRAVEN	\$94,239	50	-0.18%	23	\$50,748	69	5.86%	71	213	56	2
	CUMBERLAND	\$70,734	11	0.75%	37	\$46,779	51	8.29%	7	106	15	1
	CURRITUCK	\$250,610	99	6.43%	93	\$64,426	92	5.73%	75	359	99	3
	DARE	\$395,462	100	3.87%	79	\$64,768	94	9.13%	3	276	78	2
	DAVIDSON	\$86,458	42	2.20%	59	\$47,758	55	6.23%	54	210	53	2
↓	DAVIE	\$109,476	57	2.60%	64	\$60,801	90	6.03%	61	272	76	2
	DUPLIN	\$74,828	16	0.34%	31	\$42,725	26	5.00%	98	171	37	1
	DURHAM	\$126,617	73	4.65%	86	\$59,329	85	5.72%	77	321	94	3
	EDGECOMBE	\$60,475	2	-1.98%	8	\$38,818	14	8.92%	4	28	1	1
	FORSYTH	\$98,276	51	2.56%	63	\$50,112	63	6.43%	45	222	63	2
	FRANKLIN	\$81,970	30	7.51%	98	\$57,710	83	6.05%	60	271	75	2
	GASTON	\$82,322	31	3.73%	78	\$52,798	76	6.92%	28	213	56	2
	GATES	\$77,897	23	-0.23%	21	\$51,746	74	5.13%	92	210	53	2
	GRAHAM	\$135,833	79	-1.59%	12	\$39,502	15	8.24%	8	114	17	1
	GRANVILLE	\$79,270	24	3.47%	74	\$58,956	84	5.17%	91	273	77	2
	GREENE	\$60,667	3	-1.17%	14	\$43,591	36	5.06%	96	149	28	1
	GUILFORD	\$99,098	52	2.42%	61	\$52,166	75	7.34%	18	206	50	2
	HALIFAX	\$75,253	21	-1.82%	10	\$36,760	5	8.07%	10	46	4	1
↓	HARNETT	\$65,538	6	4.28%	83	\$51,225	71	6.61%	35	195	48	2
↓	HAYWOOD	\$127,203	74	2.55%	62	\$47,183	53	6.51%	38	227	64	2
	HENDERSON	\$135,818	78	3.19%	71	\$54,012	80	5.95%	67	296	82	3
	HERTFORD	\$69,944	10	-2.51%	4	\$38,216	11	6.11%	59	84	10	1
↓	HOKE	\$66,780	7	4.06%	82	\$47,892	56	7.63%	15	160	31	1
	HYDE	\$212,056	94	-4.15%	2	\$40,653	19	10.89%	1	116	19	1
	IREDELL	\$137,976	80	4.66%	87	\$60,044	87	6.47%	42	296	82	3
	JACKSON	\$212,315	95	2.26%	60	\$44,502	41	6.58%	36	232	66	2



	JOHNSTON	\$90,154	46	9.20%	99	\$60,296	89	5.67%	79	313	89	3
↑	JONES	\$87,538	45	-0.36%	20	\$43,302	32	5.13%	93	190	46	2
	LEE	\$93,278	49	3.45%	73	\$48,984	60	7.00%	24	206	50	2
	LENOIR	\$72,783	13	-1.12%	17	\$40,433	18	5.30%	88	136	23	1
	LINCOLN	\$120,007	66	6.07%	92	\$62,963	91	5.90%	69	318	93	3
↑	MACON	\$215,533	96	4.33%	84	\$46,426	49	5.89%	70	299	84	3
	MADISON	\$117,715	63	1.49%	47	\$44,693	42	6.01%	63	215	59	2
	MARTIN	\$82,397	32	-2.13%	7	\$43,569	35	6.27%	53	127	22	1
	MCDOWELL	\$86,652	43	2.03%	56	\$43,972	38	6.16%	57	194	47	2
	MECKLENBURG	\$143,536	83	4.39%	85	\$64,509	93	6.66%	33	294	81	3
	MITCHELL	\$119,600	65	-0.03%	27	\$43,967	37	6.83%	31	160	31	1
	MONTGOMERY	\$120,504	68	1.20%	43	\$47,757	54	5.95%	66	231	65	2
	MOORE	\$129,160	75	5.67%	91	\$59,471	86	6.18%	56	308	87	3
	NASH	\$82,699	33	1.93%	55	\$50,122	64	7.30%	20	172	38	1
↓	NEW HANOVER	\$159,632	89	3.58%	76	\$53,419	77	6.35%	49	291	79	2
	NORTHAMPTON	\$105,853	55	-2.86%	3	\$37,233	9	6.49%	39	106	15	1
↑	ONSLow	\$69,406	9	7.10%	97	\$50,531	68	6.47%	41	215	59	2
	ORANGE	\$130,800	76	3.17%	70	\$71,920	97	4.73%	100	343	96	3
	PAMLICO	\$142,479	82	0.02%	28	\$46,447	50	5.07%	94	254	70	2
	PASQUOTANK	\$86,224	41	0.55%	32	\$46,355	47	6.46%	43	163	33	1
	PENDER	\$125,777	72	6.76%	95	\$54,900	81	5.93%	68	316	92	3
↑	PERQUIMANS	\$120,608	69	0.67%	36	\$48,337	57	6.19%	55	217	62	2
↑	PERSON	\$116,915	61	1.47%	45	\$50,149	65	6.56%	37	208	52	2
↑	PITT	\$75,055	19	3.01%	68	\$43,303	33	6.02%	62	182	44	2
↑	POLK	\$140,114	81	3.07%	69	\$50,467	66	5.51%	83	299	84	3
↓	RANDOLPH	\$80,498	26	0.86%	40	\$48,372	58	6.46%	44	168	35	1
	RICHMOND	\$75,051	18	0.63%	33	\$38,514	13	7.88%	14	78	8	1
	ROBESON	\$53,527	1	-1.16%	15	\$35,407	1	7.60%	16	33	2	1
	ROCKINGHAM	\$80,308	25	-0.03%	26	\$41,869	24	7.34%	19	94	12	1
↓	ROWAN	\$90,368	47	1.63%	48	\$46,864	52	7.00%	25	172	38	1
	RUTHERFORD	\$105,088	53	1.77%	52	\$42,831	29	7.89%	12	146	27	1
	SAMPSON	\$75,196	20	0.64%	34	\$42,807	28	5.07%	95	177	40	1
	SCOTLAND	\$63,457	5	-0.21%	22	\$36,730	4	9.97%	2	33	2	1
	STANLY	\$80,713	28	4.00%	81	\$51,491	73	5.55%	82	264	73	2
	STOKES	\$85,811	39	0.15%	29	\$50,826	70	5.68%	78	216	61	2
	SURRY	\$84,132	36	1.01%	42	\$46,342	46	5.97%	65	189	45	2
	SWAIN	\$117,022	62	-1.66%	11	\$43,121	31	7.29%	21	125	21	1
↑	TRANSYLVANIA	\$170,161	92	3.59%	77	\$51,398	72	5.38%	87	328	95	3
	TYRRELL	\$118,548	64	-7.65%	1	\$36,765	6	8.15%	9	80	9	1
	UNION	\$123,606	71	5.38%	88	\$80,428	100	5.29%	89	348	97	3
	VANCE	\$61,655	4	0.95%	41	\$40,263	17	8.49%	5	67	7	1
	WAKE	\$146,397	86	5.55%	89	\$80,169	99	5.61%	81	355	98	3
	WARREN	\$121,676	70	-2.18%	5	\$38,430	12	8.33%	6	93	11	1
	WASHINGTON	\$80,661	27	-1.88%	9	\$36,042	3	7.51%	17	56	5	1
	WATAUGA	\$164,159	90	3.47%	75	\$48,489	59	5.24%	90	314	91	3
	WAYNE	\$67,791	8	0.65%	35	\$41,572	21	5.84%	73	137	25	1
	WILKES	\$83,712	35	0.29%	30	\$44,080	40	5.99%	64	169	36	1
	WILSON	\$83,426	34	1.65%	50	\$44,015	39	7.89%	13	136	23	1
	YADKIN	\$80,872	29	0.81%	38	\$49,070	61	6.32%	50	178	42	2
	YANCEY	\$131,484	77	3.30%	72	\$44,756	43	5.84%	72	264	73	2
	<b>NORTH CAROLINA</b>	<b>\$114,013</b>		<b>3.32%</b>		<b>\$53,922</b>		<b>6.40%</b>				



# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### **CATEGORY – OLD BUSINESS**

**MEETING DATE: December 8, 2020**

10A. Following Jim Gray's proposal to have the county create a permanent Natural Resources Advisory Committee, Chairman Tate wanted to have further discussion on that topic at the December regular meeting. To facilitate that, please find attached a "Proposal to Create a Natural Resources Advisory Committee" for the board's review and consideration.

10B. Mr. Roland and Kim Carpenter will speak to the amended Fiscal Year 2020-21 contract for the "No Wrong Door" program. A red-line/mark-through version of the "Restatement and First Amendment to Agreement to Provide Substance Abuse and Mental Health Services" is attached for your information and review.

10C. Also enclosed is a copy of the Broadband Committee Evaluation of Responses to RPF issued for the "Macon County High-Speed Internet Access Service Expansion Project." Mr. Roland and possibly others can provide additional details at the meeting.

# **Proposal to Create a Natural Resources Advisory Committee**

**November 2020**

Proposed by Jim Gray

**BACKGROUND:** Macon County land area is 46% in the Nantahala National Forest. Macon County is bisected by the Little Tennessee River, Nantahala River, Cullasaja River and many smaller streams. The county is a destination point for tourists of many types; including hikers, anglers, bikers, photographers, leaf change viewers, kayakers, hunters, etc. These tourists are a key component of the economy of the county. Historically, logging and mining have been major contributors to the economy, but those components are waning in recent years for numerous reasons.

A number of organizations exist that advocate for certain special interests. The input provided to the commission by these organizations is typically very focused on their particular area of interest and is provided on a short-term basis. Mainspring Conservation Trust is very active in preserving natural and heritage lands in the area.

In observation of past efforts of the Macon County Commission, the commission has basically been in a "reaction mode" to proposed changes to the natural environment of the county, with the exception of the 2020 advisory committee for the National Forest Management Plan Revision. This approach relegates commissioners to making key decisions based on public input and comprehensive analysis provided by county staff to the extent they have the knowledge and/or can do the research on short notice.

Transylvania County has had a Natural Resources Committee in existence for many years and reportedly it has been very helpful in assisting the commission in decision making regarding the environment.

**PROPOSAL:** It is proposed that the Macon County Commission form a permanent Natural Resources Advisory Committee for the purposes of providing in depth advice to the commission on key issues that may affect the natural environment of Macon County. The objective of the proposed committee is to provide in-depth analysis and advice on environmental issues with a focus on the long term impact of environmental decisions.

It is proposed that the committee submit a quarterly advisory report to the commission on issues affecting the environment in the county. The commission may direct the committee to analyze and advise on certain issues or the committee may originate and furnish recommendations to the commission.

This committee would be made up of members from the community who have expertise or involvement in the natural environment of the county or general area. Terms of service and organizational structure should be determined by the commission and county manager.

Proposed initial membership in the advisory committee:

Mike Wilkins – retired national forest district ranger  
Representative from Mainspring Conservation Trust  
Jeff Johnson – Timber Frame home builder and hunter  
Wesley Hall – county mapping department  
Representative from the Nantahala Hiking Club  
Representative from Three Feathers Outfitters or Outdoor 76  
Troy Waskey, District ranger Nantahala District - Nantahala National Forest  
Mike Parks – NC Wildlife Resources Commission  
Jack Morgan – county Planning Director  
Representative from the county Economic Development Commission  
Representative from academia involved in the environment (Southwestern Community College or Western Carolina University)  
Representative from the real estate community  
Representative(s) from communities – Franklin, Highlands, Nantahala  
Representative from the logging industry  
Other representatives as designated by the commission

Should the federal and/or state representatives not be able to serve as voting members of the committee, it is recommended that they participate as advisory members.

STATE OF NORTH CAROLINA  
COUNTY OF MACON

**RESTATEMENT AND FIRST AMENDMENT TO  
AGREEMENT TO PROVIDE SUBSTANCE ABUSE  
AND MENTAL HEALTH SERVICES**

THIS RESTATEMENT AND FIRST AMENDMENT (the "Agreement") is made and entered into effective this the 1<sup>st</sup> day of November, 2020, by and between No Wrong Door for Support and Recovery Inc., A North Carolina Non-Profit Corporation (hereinafter referred to as "No Wrong Door"); Macon County, a North Carolina County and body politic (hereinafter referred to as "County"); the Macon County Sheriff; and the Town of Franklin, a North Carolina body politic and corporate (hereinafter referred to as the "Town").

THAT WHEREAS, the County, the Macon County Sheriff, and No Wrong Door entered into an agreement dated as of the 1<sup>st</sup> day of July, 2020 (the "July Agreement"), pursuant to which No Wrong Door agreed to deliver mental health and substance abuse services as more particularly set forth hereinafter to individuals in Macon County, North Carolina, who have been found to be in violation of the laws of the State of North Carolina, have been incarcerated and who have been found to have mental health and/or substance abuse related problems as a contributing factor to their continuing difficulties with living within the legal boundaries of their community;

WHEREAS, in recognition of the valuable service provided to residents of the County and Town, the County agreed to provide payment to No Wrong Door pursuant to the July Agreement and the Town provided \$20,000 unto County to use toward the same; and

WHEREAS, the parties now desire to restate and amend the July Agreement for the purposes expressed herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Purpose of Agreement.

The parties hereto acknowledge and agree that substance abuse and mental health issues are a contributing factor in many crimes committed in our communities and that often these individuals have no exposure or access to treatment for the same while incarcerated. With exposure to interventions during periods of incarceration, these individuals become more likely to engage in services upon release which then supports these individuals in leading a safe, productive, recovery-oriented life.

2. Intent of Agreement.

{CS: 00073223.DOCX }

It is the intent of No Wrong Door and County to provide jail-based substance abuse and mental health services in a timely fashion to target population to reduce recidivism/criminal activity in the community upon release and to promote healthy and productive lifestyles for all individuals and their families.

3. Scope of Services.

Subject to the provisions contained hereinafter, No Wrong Door will during the term of this Agreement provide jail-based substance abuse and mental health services in a timely fashion to target population to reduce recidivism/criminal activity in the community upon release and to promote healthy and productive lifestyles for all individuals and their families as follows:

- A. Assisting target population with finding jobs upon release;
- B. Assisting target population with finding housing upon release;
- C. Providing treatment classes to assist target population in continuing recovery;
- D. Assisting target population with navigation to resources for those seeking long term treatment;
- E. Assisting target population with navigation to resources for those re-entering the community;
- F. Providing substance abuse assessments to the target population;
- G. Providing treatment planning to the target population;
- H. Providing individual and group counseling for the target population;
- I. Providing crisis assessments for the target population;
- J. Providing case management for the target population;
- K. Providing mental health screening and referrals for the target population;
- L. Providing the Prime for Life program for the target population;
- M. Providing the Prime Solution program for the target population;
- N. Providing the WRAP program for the target population;
- O. Providing the Living in Balance program for the target population; and

P. Providing the Matrix program for the target population.

4. Payment for Services during the Term of this Agreement.

During the term of this Agreement and subject to Paragraph #5 below, County agrees to pay No Wrong Door equal installments of \$3,333.00 on a monthly basis for services ~~actually~~-rendered hereunder to the target population. As provided in the July Agreement, County agrees to act as fiscal agent on behalf of County, Macon County Sheriff, and Town. -County and Town have budgeted funds during the Term in the amount of \$20,000, from which No Wrong Door shall be repaid in a total sum not to exceed the sum of \$40,000 during the Term of this Agreement. Provided, however, that upon execution of this Agreement, the Town hereby agrees to provide to No Wrong Door, via County as fiscal agent, a one-time additional sum of \$15,000, which funds were budgeted but not expended during the fiscal year ended June 20, 2020. No Wrong Door agrees to use these funds to carry out the purposes of this Agreement. The Term of this Agreement shall be from the effective date of the same as set forth hereinabove to and including June 30, 2021.

5. Provision of Services.

During the term of this Agreement, No Wrong Door agrees to and shall provide reasonably necessary substance abuse and mental health consultation, information and education services as well as the services referenced in Paragraph #3 and all subparagraphs thereof to the individuals referred to it by the Macon County Sheriff or his designees. ~~Such reasonably needed services shall be provided on site at the Macon County Jail at the rate of \$28.50 per hour but shall in no event exceed more than a total of \$3,333.00 per month for such reasonably needed services.~~The Macon County Sheriff shall keep a complete record of the dates services are rendered in accordance with this Agreement, descriptions of service for each date services are rendered in accordance with this Agreement and the amount of time spent by No Wrong Door in providing such services on each date services are rendered in accordance with this Agreement. The Macon County Sheriff shall make such records available to the County upon request of the County and/or Town.

6. Service Billing.

~~Notwithstanding anything to the contrary contained herein and during the Term of this Agreement, No Wrong Door agrees that it will properly bill County at the end of each month for services that it performs during each month for County at the hourly rate as set forth hereinabove and with the express understanding and agreement that no monthly bill shall exceed the total sum of \$3,333.00. The bills submitted by No Wrong Door unto the County as specified hereinabove shall specify each date of such reasonably necessary services, descriptions of the reasonably necessary service rendered on such date and the amounts of time reasonably spent by No Wrong Door for each such service. A copy of each monthly bill shall be sent by No Wrong Door to the Macon County Sheriff at the same time that the bill is sent to the County. The Macon County Sheriff shall~~



~~immediately upon receipt of the same review the same and shall thereafter immediately approve each bill in writing for payment by Macon County or otherwise immediately provide his written objections to the bill to the County.~~

7.6. Termination.

The parties hereto agree that this Agreement may be terminated at any time with or without cause by providing written notice of termination to the other parties. Additionally, this Agreement may be terminated at any time upon mutual consent of all parties hereto. Provided, however, that in the event that either the Town or County terminates participation in this Agreement, then the other parties may continue the Agreement as contemplated herein, but in no event shall the non-terminating party be liable for payment of the terminating party's share of funds.

8.7. Governing Law.

The laws of the State of North Carolina and the Federal law, as applicable, shall apply to this Agreement.

9.8. Indemnification.

County agrees to Indemnify and hold No Wrong Door harmless from all liability, loss, damages, claims and expenses of any kind, including cost of defense that results from the negligent or willful acts and omissions of County and its agents or employees regarding obligations of County under this Agreement.

No Wrong Door agrees to Indemnify and hold County and Town harmless from all liability, loss, damages, claims and expenses of any kind, including cost of defense that results from the negligent or willful acts and omissions of No Wrong Door and its agents or employees regarding obligations of No Wrong Door under this Agreement.

If this Agreement is terminated, the rights and obligations of the parties regarding indemnifications under this Agreement shall survive the termination of this Agreement regarding any liability for acts or omissions which occurred prior to the termination.

10.9. Independent Contractor.

The parties hereto agree that No Wrong Door is an independent contractor and shall not represent itself as an agent or employee of County ~~or~~ Macon County Sheriff , or Town for any purpose in the performance of No Wrong Door's duties under this Contract. Accordingly, No Wrong Door shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of No Wrong Door's activities in accordance with this Agreement. For purposes of this Agreement taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. Neither the County, Sheriff nor Town shall have any authority hereunder to direct and/or control how No Wrong

**Commented [JH1]:** I am willing to consider whether the Town should also indemnify, but I think given that Town officers' involvement should be limited once the people to be served by No Wrong Door are in the County jail, there shouldn't be anything to indemnify.

Door performs such services other than to require that they be done in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies. No Wrong Door, as an independent contractor, shall cause all services to be performed hereunder by its agents or employees in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

11.10. Licensure/Certification.

No Wrong Door warrants unto County, Macon County Sheriff, and Town that its agents and employees who will be providing the services to be provided under this Agreement shall at all times be appropriately licensed and/or certified by the State of North Carolina to perform the same and No Wrong Door will provide the County and/or Town proof of licensure/certification of its agents and employees to perform the services to be provided hereunder in the State of North Carolina, and shall immediately notify County and Macon County Sheriff of any change in status of said licenses/certifications and/or any grievance and/or claims filed against said the holder of such license/certification.

12.11. Insurance.

No Wrong Door shall maintain the following minimum insurance coverage in connection with the above stated insurance obligation: Professional Liability Coverage - \$1,000,000 per occurrence and \$3,000,000 aggregate, assuming a claims made coverage form.

13.12. Confidential Information.

No Wrong Door acknowledges that it may be exposed to information concerning County, the Macon County Sheriff and the Macon County Detention Center. "Confidential Information" means all information that is not generally known to the public and which County, the Macon County Sheriff and/or the Macon County Detention Center (to the extent County, the Macon County Sheriff and/or the Macon County Detention Center owes a duty of confidence to such other person) has rights, which information is marked confidential, restricted or proprietary by the Detention Center, or which, under all the circumstances and/or applicable law and/or regulations, ought reasonably to be treated as confidential and/or proprietary, including without limitation, data concerning detainees receiving services hereunder, lists of detainees receiving services hereunder, business records, marketing materials and financial information. During the Term of the Contract and for so long thereafter as any Confidential Information may remain confidential, secret or otherwise wholly or partly protectable, No Wrong Door shall not disclose or use for its benefit or the benefit of others, or to allow others to do so, any Confidential Information unless authorized in writing by County and any other person having rights in same. Nothing in this Contract shall limit the ability of No Wrong Door in possession of the Confidential Information to disclose such Confidential Information, and No Wrong Door shall have no liability for such disclosure, if such disclosure is (i) required to be made pursuant to law or regulation, government authority, duly authorized court order, whereupon No Wrong Door will provide prompt notice to County, and give County an opportunity to respond prior to such disclosure; (ii) required to be made to a court or other tribunal in connection with the enforcement of No Wrong Door's rights under

this Agreement or (iii) is approved by the prior written consent of County.

No Wrong Door shall abide by County policies and procedures and rules and regulations and any applicable laws, rules and regulations promulgated by the state and federal government, including, without limitation, the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations found at 45 C.F.R. Parts 160 and 164.

~~44.13.~~ Successors and Assigns.

No Wrong Door may not assign its interest in this Agreement without the written consent of County-~~and~~, Macon County Sheriff, ~~and~~ Town. No Wrong Door has no authority to enter into contracts on behalf of County, the Macon County Sheriff and/or the Macon County Detention Center, ~~or the Town~~.

~~45.14.~~ Notices.

All notices which may be required by this Agreement or any rule of law shall be effective when received by certified mail to the following addresses:

MACON COUNTY SHERIFF: Robert Holland  
1820 Lakeside Drive  
Franklin, NC 28734; and

County:  
MACON COUNTY MANAGER: Derek Roland  
5 West Main Street  
Franklin, NC 28734

Town:  
TOWN MANAGER: Summer Woodard  
P.O. Box 1479  
Franklin, NC 28744

No Wrong Door:  
100 Thomas Heights Road  
Franklin, NC 28734

~~46.15.~~ Audit Rights.

For all Services being provided hereunder, County-~~and~~, Macon County Sheriff ~~and~~ Town shall have the right to inspect, reexamine and make copies of any and all books, accounts, invoices, records, and other writing of No Wrong Door relating to the performance of the Services. Audits shall take place at times and locations upon reasonable notice by County ~~or~~ Town. Notwithstanding the foregoing, No Wrong Door must make the materials to be audited available within one (1) week of the request for them.

No Wrong Door agrees to take necessary steps for corrective action, as negotiated within a corrective action plan, for any items found to be out of compliance with Federal and/or State laws, regulations, standards and/or the terms of this Agreement.

No Wrong Door agrees to turn over to County all documents relevant to services delivered at the end of the Agreement period, if no further Agreement is negotiated. In the event No Wrong Door dissolves or otherwise goes out of existence prior to the end of the contracted period, all documents produced relevant to services delivered shall be delivered to the County immediately. No Wrong Door is required to provide to the County data about individual clients for research and study. The laws of the State of North Carolina and the United States of America shall be followed in the provision of this data.

17.16. Compliance with Laws.

No Wrong Door represents and warrants that it is, and shall be at all times during the term of this Agreement, in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Agreement shall be carried out in strict compliance with all Federal, State and local laws.

18.17. Business Associate Agreement.

County, Macon County Sheriff, Town and No Wrong Door shall simultaneously with the execution of this Agreement enter into a Business Associate Agreement in the form attached hereto as Exhibit 1.

19.18. Joinder by Macon County Sheriff.

The Macon County Sheriff has joined in the entry and execution of this Agreement to signify his agreement to the terms of the same and approval of the same and all parties hereto specifically agree that the Macon County Sheriff is an additional intended beneficiary of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

**MACON COUNTY**

**BY:** \_\_\_\_\_  
**Macon County Manager, Derek Roland**

**MACON COUNTY SHERIFF**

**BY:** \_\_\_\_\_  
**Robert Holland, Macon County Sheriff**

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

\_\_\_\_\_

(Signature of County Finance Officer)

**TOWN OF FRANKLIN**

**BY:** \_\_\_\_\_  
**Town Manager, Summer Woodard**

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

\_\_\_\_\_

(Signature of Town Finance Officer)

**NO WRONG DOOR FOR SUPPORT AND RECOVERY INC.**

**BY:** \_\_\_\_\_  
**President**

## **Macon County Broadband Committee RFP Evaluation**

The Macon County Broadband Committee has evaluated two proposals submitted in response to the RFP titled Macon County High-Speed Expansion Project. The proposals submitted by Balsam West and Morris Broadband were evaluated using the criteria for evaluation contained in the RFP. The Committee has concluded the proposal submitted by Balsam West will provide the best value to the citizens of Macon County in terms of expanding High-Speed internet access. The evaluation criteria as well as the findings are included in the summary below.

### **Evaluation of RFP 02-119900P responses**

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

*A. The added availability/potential number of unserved customers offered services during the first seven years.*

**Morris 317-550**

**BalsamWest 2600-5500**

*B. Overall dollar investment share proposed by the High-speed Internet access service provider.*

**Morris 1,030,250**

**BalsamWest 980,000**

*C. Best technical performance proposed.*

**The BalsamWest proposal offers a more technically diverse approach to delivery of broadband utilizing Fiber, and multiple wireless technologies including non-line of sight which will make deployment , service delivery and collaboration more cost effective.**

*D. High-speed Internet access service Provider's plan for having a local presence in Macon County and adding local jobs and/or facilities in Macon County as part of the high-speed Internet access service network.*

**Morris Broadband maintains a presence in Macon County, however their proposal relies on existing technical resources, contractors and their Hendersonville office. No additional staff are proposed for Macon County.**

**BalsamWest maintains a presence in Macon County at two locations, and their proposal expects additional staff to be employed in Macon to deploy and support the infrastructure.**

*E. The high-speed Internet access service provider's stability, experiences, and record of past performance in delivering such services in North Carolina and otherwise.*

**Both responsive providers have demonstrated stability, experience, and performance delivering comparable services in North Carolina.**

*F. Positive impacts on economic development in Macon County associated with the proposed High-speed Internet access service expansion project including but not limited to increasing the population, taxable property, agricultural industries, employment, industrial output, and/or business prospects of Macon County*

**The potential economic impact of broadband accessibility is a given.**

**A few distinguishing aspects of the proposals:**

**As broadband service increases property values apx. 1.8%, The BalsamWest proposal services 2600 to 5500 additional locations.**

**The Morris Broadband proposal would service fewer locations thus the economic impact would be lower for 317 to 550 serviceable addresses.**

**BalsamWest proposes the addition of staff at their Macon County locations.**

**The BalsamWest proposal reinforces broadband and service delivery options and business class services in to corridor of southern Macon County.**

*Conclusion:*

**BalsamWest proposal offers the "Best Value" to the citizens of Macon County.**

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### CATEGORY – NEW BUSINESS

**MEETING DATE: December 8, 2020**

11A. Tax Administrator Abby Braswell will present information regarding Amendment No. 1 to the county's pictometry contract. A copy of that document is attached for your information and review. In addition, Mr. Roland has provided some background information on the history and status of this project, as well as a recommendation, shown below:

Macon County entered into a contract with Pictometry International Corporation in December of 2016. The original agreement contained two separate projects to be conducted in Macon County, the first of which was completed in January of 2017. Each of the projects in the original contract entailed an aerial flight, producing high quality oblique and orthogonal aerial imagery of Macon County and surrounding county boundaries, as well as a "Change Finder" option. "Change Finder" is a software add-on offered by Pictometry used to detect changes in property improvements, from one Pictometry flight to the next. The original contract amount for the two projects was \$195,232.99 (Project 1- \$97,571.04, Project 2 \$97,661.95). To date, Macon County has paid \$65,901.84 to Pictometry, which represents, the cost associated with the aerial flight and imagery produced for Macon County in 2017. Upon receipt of this imagery in 2017, the previous Tax Administrator opted out of the "Change Finder" option, as the majority of the imagery received was at a lower resolution than anticipated, thus the previous Tax Administrator felt the "Change Finder" option would be of little or no benefit to Macon County.

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

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



While the \$148,023 amended project cost is significant, Pictometry brings about efficiency, which directly results in operational cost avoidance of hiring additional appraisers in the Tax Office. In addition, completion of this project will play a vital role in meeting the "Full List and Measure" requirement that the Department of Revenue has recommend to be completed with the upcoming revaluation. Aside from benefitting the Tax Office, the high quality imagery produced by Pictometry will benefit other departments, including Building Inspections, Law Enforcement and Emergency Services. Lastly, this software has resulted in substantial revenue increases to numerous counties across North Carolina following implementation of the "Change Finder" option.

While Pictometry has agreed to hold delivery of the Project 2 imagery until July of 2021, so it can be incorporated into the FY 22' Budget Process, I would respectfully request for the Board to consider appropriating the \$148,022.79 from Fund Balance at this time to ensure the Tax Office has ample time to maximize the full benefit of this software as it pertains to the upcoming revaluation.

**AMENDMENT TO AGREEMENT DATED DECEMBER 29, 2016 BETWEEN  
 PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND  
 MACON COUNTY, NC ("CUSTOMER")**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated December 29, 2016 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms  
 Map

2. **MODIFICATIONS TO AGREEMENT:** With respect to the Second Project:
- a. The products, pricing, product parameters and payment schedule set forth in Section A to the Agreement is replaced in its entirety with the products, pricing, product parameters and payment schedule set forth in Section A to this Amendment.
  - b. The Map set forth in this Amendment shall supplement the Map set forth in the Agreement.
3. All other terms and conditions set forth in the Agreement not expressly modified herein shall remain full force and effect
4. All notices under the Agreement shall be in writing and shall be sent to the following respective addresses:

<b>CUSTOMER NOTICE ADDRESS</b>	<b>PICTOMETRY NOTICE ADDRESS</b>
Courthouse Annex, 5 West Main Street	25 Methodist Hill Drive
Franklin, NC 28744	Rochester, NY 14623
Attn: Wesley Hall, GIS Analyst	Attn: General Counsel
Phone: (828) 349-2219	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

**PARTIES:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
<b>MACON COUNTY, NC</b>	<b>PICTOMETRY INTERNATIONAL CORP.</b>
(entity type)	a Delaware corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME:</b>	<b>NAME:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>EXECUTION DATE:</b>
	<b>DATE OF RECEIPT (EFFECTIVE DATE):</b>

## SECTION A

## PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
251	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$413.29 (8.158%)	\$103,735.79
218	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector	Product includes 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$250.00	\$150.00 (40%)	\$32,700.00
189	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
218	Tiles - Standard (6in GSD; JPG format) Per Sector	Available with corresponding 3", 4", or 6" GSD imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
218	Mosaic - Area Wide (6in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.00 (100%)	\$0.00
189	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
62	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00		\$1,240.00
62	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$124.00
62	Mosaic - Area Wide (3in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$124.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of	\$0.00		\$0.00

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
		shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement			
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$9,900.00		\$9,900.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	<b>\$148,022.79</b>
-------------------------------------------------------------	--------------	---------------------

\*Amount per product = ((1-Discount %) \* Qty \* List Price)

### FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due by April 1st 2021	\$148,022.79
<b>Total Payments</b>	<b>\$148,022.79</b>

### PRODUCT PARAMETERS

#### IMAGERY

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector  
**Leaf:** Leaf Off: Less than 30% leaf cover

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector  
**Leaf:** Leaf Off: Less than 30% leaf cover

### STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;

- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

**CHANGEFINDER**

**Product:**

*Data Source – Base:*  
*Data Source Year – Base:*  
*Data Source – Comparison:*  
*Data Source Year – Comparison:*  
*Deck Identification:*  
*Regional Status Report Requested:*  
*Modified Technical Specifications:*  
*Parameter Changes*

**ChangeFinder - Change Detection with Customer's Electronic Parcel Files**

Pictometry Outlines  
 2017  
 Pictometry Imagery  
 2020  
 Included in Building Outlines

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

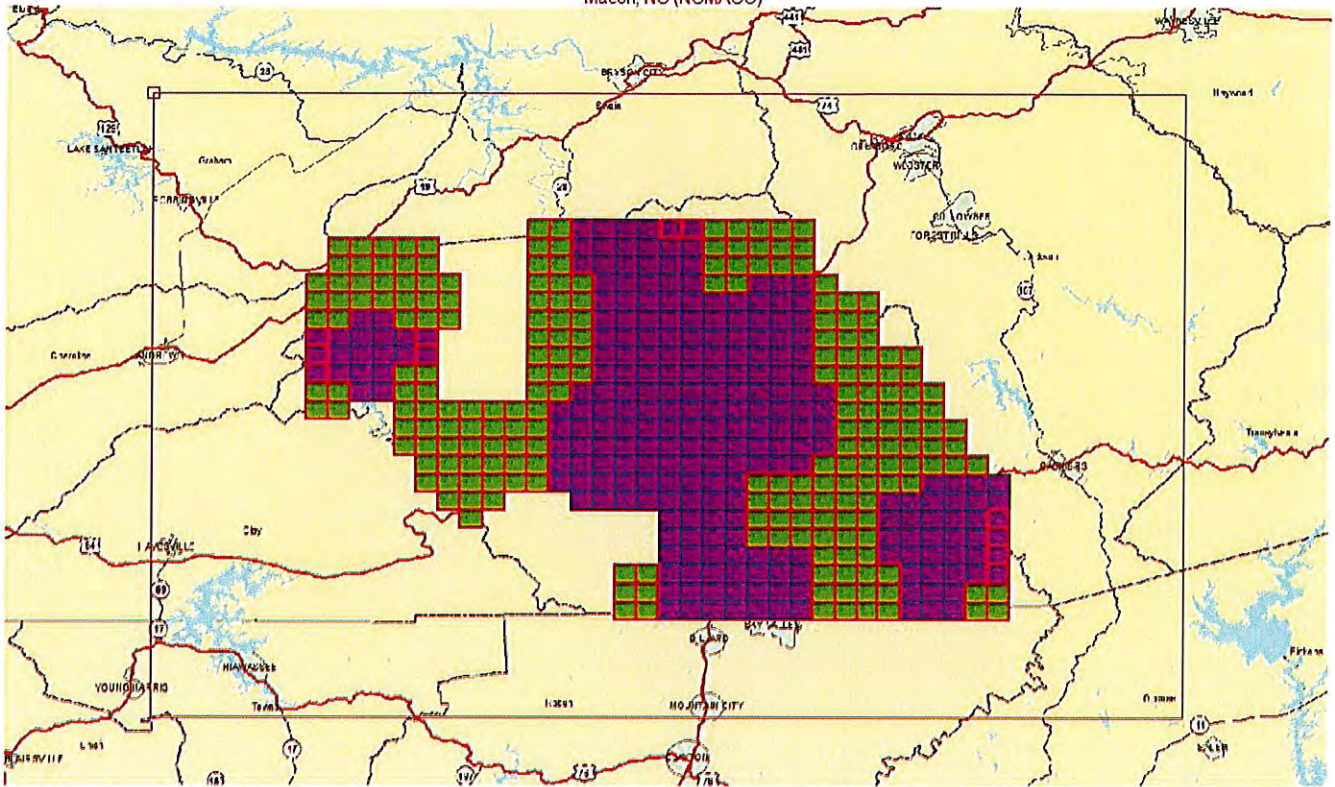
**RapidAccess—Disaster Response Program (“DRP”)**

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
  - Hurricane:** areas affected by hurricanes of Category 2 and higher.
  - Tornado:** areas affected by tornados rated EF4 and higher.
  - Terrorist:** areas affected by damage from terrorist attack.
  - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
  - Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

MAP(S)

Macon, NC (NCMACO)



Neighborhood 3 inch Sectors: 251

Neighborhood 6 inch Sectors: 218

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### **CATEGORY – CONSENT AGENDA**

**MEETING DATE: December 8, 2020**

Item 12A. Minutes from the October 13, 2020 regular meeting are attached for your review and approval. The November 10, 2020 minutes are still a work in progress and I am hopeful of having those ready for approval on the 8<sup>th</sup>. (Mike Decker)

Item 12B. Budget Amendments #111-115 are attached for your review and approval. (Lori Carpenter)

Item 12C. There are no tax releases for the month of November. (Teresa McDowell)

Item 12D. Due to the conversion to the new tax software, the monthly ad valorem tax report is delayed. (Teresa McDowell)

**MACON COUNTY BOARD OF COMMISSIONERS  
OCTOBER 13, 2020  
MINUTES**

Chairman Tate called the meeting to order at 6:02 p.m. and welcomed those in attendance. All Board Members, County Manager Derek Roland, Deputy Clerk Mike Decker, Finance Director Lori Carpenter, County Attorney Chester Jones, members of the news media and interested citizens were present.

**ANNOUNCEMENTS:** The board members recognized Mr. Jones for his 11 years of service as county attorney. Chairman Tate said the county commission was “honored and blessed to have you serve us,” and praised Mr. Jones for his “educational and non-biased perspective.” Commissioner Higdon wished Mr. Jones the best in retirement and thanked him for his service, and Commissioner Gillespie described Mr. Jones’ “steady hand” in his work with the board. Commissioner Beale thanked Mr. Jones and his wife, Susan, and said, “I hate to see him go,” and Commissioner Shields expressed his thanks as well. Mr. Roland noted he and Mr. Jones have worked closely together for seven years, adding that Mr. Jones’ “ethical standards are unparalleled.” Mr. Roland said there were many things the county accomplished that “we could not have done without him,” and described Mr. Jones as a “first-class individual.” Sheriff Holland commented that he had worked with Mr. Jones during his entire career as sheriff, and pointed that when a final legal document was produced, it was “a guarantee you could count on.”

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

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

**PUBLIC HEARING ON THE PROPOSED AMENDED AND RESTATED WIRELESS TELECOMMUNICATION FACILITIES ORDINANCE:** Chairman Tate called the public hearing on the proposed Amended and Restated Wireless Telecommunication Facilities Ordinance to order at 6:07 p.m. and recognized Joe Allen with the county’s Planning, Permitting and Development (PP&D) Department. Mr. Allen explained that the commissioners had asked the Macon County Planning Board to “streamline the process” for the approval of these types of towers, and after “hard work and a lot of debate,” he was presenting a



revised ordinance for the board's consideration. He told the board that, in a nutshell, the updated ordinance "simplifies the process," and allows for towers that are 50 to 125 feet in height to be constructed and used for broadband purposes only. In addition, instead of these applications going through a public hearing before the commission, they instead will go directly through an administrative process with county planning staff for approval, and there is a mechanism to allow the applicant to appeal a staff decision to the planning board. Mr. Allen and Mr. Jones answered the board's questions regarding the technical aspects of the ordinance, and Mr. Roland pointed out that the Macon County Board of Education and the Macon County Economic Development Commission wrote letters of support for the revised ordinance, and Mr. Jones suggested those letters be included in the minutes. Commissioner Higdon asked about neighboring Jackson County's ordinance on this topic, and Commissioner Gillespie made comments about the use of 911 equipment on the smaller towers and asked questions about setbacks and notification to adjoining property owners, and noted his concern about the planning board's role in the appeals process. Mr. Jones pointed out there are no exceptions to the use of the smaller towers, and no 911 or emergency equipment could be placed upon them – they are for broadband only. Mr. Roland asked the board to give the revised ordinance a trial run, as it could help bring broadband into the county more quickly, and it turns "a months-long process into a days-long process." Following more questions and further discussion among the board members, Mr. Allen and Mr. Jones, Mr. Allen noted that the environmental impact of the allowable towers is lower, as they are not high enough to require a warning light. With no other questions and with no one signed up to speak, Chairman Tate closed the public hearing at 6:32 p.m. Commissioner Shields made a motion to approve the amended and restated ordinance as presented and to include the letters of support in the board's minutes, and Commissioner Beale seconded the motion. Following further discussion, the board voted unanimously to approve "An Ordinance of the Macon County Board of Commissioners for an Amended and Restated 'Wireless Telecommunication Facilities Ordinance' of Macon County, North Carolina, Which Amends and Restates the Existing Wireless Telecommunication Facilities Ordinance of Macon County, North Carolina," a copy of which is attached (Attachment 1) and is hereby made a part of these minutes. Also attached are letters of support from the county's board of education and economic development commission, (Attachments 2 and 3, respectively) and these are hereby made a part of these minutes.

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

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

- To add a request from Ron Haven to hold a gun show at the Robert C. Carpenter Community Building as the first item under New Business, per Commissioner Higdon.
- To remove Item 9A under Reports/Presentations – Update on new Southwestern Community College (SCC) burn building – per Mr. Roland.
- To add a report stemming from the most recent Rural Planning Organization (RPO) meeting as the new Item 9A under Reports/Presentations, per Commissioner Beale.
- To add consideration of a local CARES Act funding request under New Business as Item 11G, per Mr. Roland.
- To hold a brief closed session to discuss a personnel matter immediately following the conclusion of the Reports/Presentations segment of the agenda, per Chairman Tate.
- To add consideration of a lease agreement for the Smoky Mountain Center for the Performing Arts for use as an alternate court site as Item 11H under New Business, per Mr. Jones.
- To add consideration of Budget Amendment #94 under Item 12B on the Consent Agenda, per Mrs. Carpenter.

**RURAL PLANNING ORGANIZATION UPDATE:** Commissioner Beale briefed the board members in regard to a recent meeting of the Southwestern Commission Rural Planning Organization (RPO), and updated them on the status of North Carolina Department of Transportation projects affecting U.S. 441 south of Franklin and on Cowee Mountain in Jackson County.

**TOURISM DEVELOPMENT COMMISSION BUDGET PRESENTATION:** Mr. Roland provided the board with a brief summary of the changes in the proposed 2020-21 budget for the Franklin/Nantahala Tourism Development Commission (TDC) budget, as adjusted. He explained that Linda Harbuck, the Executive Director of the Franklin Area Chamber of Commerce, had to reduce the TDC budget by \$50,000, but due to some offsetting factors, there has been a net gain of \$28,000 in the TDC’s revenue line. Following further comments, he recommended that the board approve the adjusted budget. Mrs. Harbuck explained the TDC budget process, and noted she was “very pleased we had more money than we expected to have,” and was surprised by the “comeback” in the revenue from the lodging tax. She did point out that in one of the early months of the COVID-19 pandemic, lodging tax revenue was down 87 percent, which promoted the redo of the budget. Since April, revenue from the tax has been up. Commissioner Shields, a member of the TDC, thanked Mrs. Harbuck for her leadership, and made a motion to approve the adjusted budget as presented. Commissioner Higdon seconded the motion, and all favored. Copies of the TDC’s budget documents that were presented to the board are attached (Attachment 4) and are hereby made a part of these minutes.

**CLOSED SESSION:** At 6:51 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to go into closed session for the purpose of discussing a personnel matter as allowed under NCGS 143-318.11.(a)(6). Upon a motion by Commissioner Beale, seconded by Commissioner Higdon, the board voted unanimously to return to open session at 6:57 p.m.

**INTERMIM COUNTY ATTORNEY:** Mr. Roland explained that Franklin attorney Fred Jones had withdrawn from consideration as the next county attorney. Mr. Roland said he had reached out to neighboring Swain County, and that Kim Carpenter was willing to serve as the interim county attorney following Mr. Jones' retirement on October 31<sup>st</sup>. He said Kim Carpenter has agreed to serve for no more than 60 days at a rate of \$200 per hour, which is the current rate paid to Mr. Jones. Mr. Roland said Kim Carpenter comes highly recommended and has served as Swain County's attorney since 1997. Commissioner Beale made a motion to appoint Kim Carpenter as interim county attorney for a period not to exceed 60 days beginning November 1, 2020 and to authorize Mr. Roland to present her with a contract. Commissioner Higdon seconded the motion, and all favored.

**PRESENTATION TO MR. JONES:** Chairman Tate, noting "now that we have a new [county attorney] lined up," presented Mr. Jones with a gift from the board and again expressed the commission's gratitude for his service to the county.

**MACON MIDDLE SCHOOL RENOVATION PROJECT:** Mr. Roland outlined for the board a revised process for selecting a contractor for the Macon Middle School Renovation Project, which is estimated to cost approximately \$13 million. Mr. Roland explained that the county's prequalification policy had been revised, since it was previously used for a landfill project, adding that it now fits a school project. Also, he said a grading matrix for selecting a contractor has been prepared, and that matrix will be used by a committee composed of appointed county personnel as well as four members to be selected by the Macon County Board of Education. No elected officials will serve on the committee. Mr. Jones recommended that the board first approve the revised prequalification policy, then the committee as outlined, and finally the forms associated with the prequalification process. Upon a motion by Commissioner Higdon, seconded by Commissioner Beale, the board voted unanimously to approve the "Prequalification Policy" for Macon County, North Carolina, a draft copy of which is attached (Attachment 5) and is hereby made a part of these minutes. Upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to appoint Jack Morgan, Lori Carpenter, Lindsay Leopard, Derek Roland and a representative of SGA/Narmour (the project's architectural firm) to serve on the committee, along with the four members to be named by the Macon County Board of Education. Upon a

motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve the "Prequalification Form for Prime Contractor for Macon Middle School Renovations" as well as the "Contractor Prequalification Ratings Matrix." Copies of both documents are attached (Attachments 6 and 7, respectively) and are hereby made a part of these minutes. Following further discussion, and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve the final plans for the renovation project as presented to the liaison committee by the project architect, along with additions that were outlined in an email to Mr. Roland dated October 8, 2020. Mr. Jones noted that those "are very small changes."

**GUN SHOW REQUEST:** Ron Haven requested that the board consider allowing him to have a gun show at the Robert C. Carpenter Community Building in early 2021. Following discussion, Mr. Roland suggested having Emergency Services Director Warren Cabe and Public Health Director Kathy McGaha consider Mr. Haven's request in light of current COVID-19 guidelines. Chairman Tate told Mr. Haven that the board would consider his request at the November regular meeting after getting feedback from county staff, and asked that this item be placed under Old Business at that meeting. No action was taken.

**BLUE RIDGE BROADCASTING LEASE:** Mr. Jones told the board that Blue Ridge Broadcasting Corporation had approached Mr. Roland regarding use of space on the Cowee Bald communications tower as well as use of the associated transmitter building. He noted that Sutton Broadcasting Corporation has three translators on the tower, and is selling one of those to Blue Ridge. Mr. Jones said that instead of a new lease agreement, the county can simply consent to the new arrangement. He said that consent is also needed from the U.S. Forest Service and the Federal Communications Commission. Following further discussion, and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to authorize Mr. Roland to consent to a sublease arrangement as opposed to a new lease agreement as discussed.

**GUY TAYLOR MEMORIAL SCHOLARSHIP:** Mr. Roland pointed out that this was essentially "a matter of housekeeping," as the Macon County Youth Endowment and the Guy Taylor Memorial Scholarship are being combined, and going forward, the endowment will be used equally to provide scholarships to graduating seniors of Franklin High School, Highlands School and Nantahala School. Following brief discussion, and upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to approve "Amendment 1" to the Guy Taylor Memorial Scholarship.

**ALTERNATIVE JURY TRIAL SITE:** Mr. Jones told the board that a copy of the proposed lease between the county and Drake Entertainment Properties, LLC was included in their agenda packets. Due to COVID-19 and the need for appropriate social distancing, the chief justice of the state's Supreme Court mandated that counties come up with an alternative site if the courtrooms in the county courthouse were not sufficiently large to accommodate a jury pool. Mr. Jones stated that Macon County's was not. In turn, the county was offered the use of the Smoky Mountain Center for the Performing Arts (SMCPA) for this purpose at the "incredible rate of \$300 a day," Mr. Jones said. He noted that the county would need to acquire additional insurance, and had obtained a rider on its liability policy to cover this. Payment for this lease can come from CARES Act funds, and the lease will run from now until the first of May 2021. Upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted to approve the lease agreement as presented and to appropriate \$6,000 from the contingency line item to cover the lease expenses. A partially-executed copy of the Lease Agreement is attached (Attachment 8) and is hereby made a part of these minutes.

**JURY TRIAL RESUMPTION PLAN:** In a related matter, Mr. Jones asked the board to consider approval of a Jury Trial Resumption Plan for Macon County, and following a brief discussion, upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve the plan as presented, a partially-executed copy of which is attached (Attachment 9) and is hereby made a part of these minutes.

**HOUSING DEPARTMENT VEHICLE:** Finance Director Lori Carpenter, speaking on behalf of the Macon County Housing Department, asked the board to consider two resolutions. The first would be to declare a 2008 Ford Ranger truck assigned to the department as surplus. The second would in turn donate that truck to Central Piedmont Community Action, Inc. Lori Carpenter also noted that the department will be receiving a four-wheel-drive Nissan Frontier truck from Blue Ridge Community Action. Upon a motion by Commissioner Shields, seconded by Commissioner Beale, the board approved the following resolutions on a single vote: (1) a "Resolution Declaring Certain Property Surplus" and (2) a "Resolution of the Macon County Board of Commissioners Making Donation of Truck to Central Piedmont Community Action, Inc." Copies of the resolutions are attached (Attachments 10 and 11, respectively) and are hereby made a part of these minutes.

**FREE FLU SHOTS FOR UNINSURED INDIVIDUALS:** Mr. Roland directed the board's attention to a memorandum from Public Health Director Kathy McGaha, who is seeking board approval for funding to provide free flu shots for uninsured individuals living or working in the county. A copy of the memorandum is attached (Attachment 12) and is hereby made a part of these

minutes. The anticipated cost of this program was estimated at \$8,928. Following discussion, and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board approved the request in an amount not to exceed \$10,000, and made the approval contingent upon approval of the proposal by the Macon County Board of Health.

**CONTRACT DOCUMENTS FOR HOSPICE HOUSE:** Mr. Jones announced that there is “a big stack of papers that have to be approved by this board” in connection with the contract agreement for the “Hospice House” project. He recommended that the board approve the grant agreement contained in the project paperwork and to authorize Chairman Tate to sign the document. The project has been awarded a \$70,000 grant from the North Carolina Rural Infrastructure Authority, and the county’s match is \$3,500, and Lori Carpenter asked that the board also approve a budget amendment in the amount of \$73,500 in connection with the project, with the matching funds to come from contingency. Commissioner Beale made a motion to authorize Chairman Tate to sign the grant agreement and to approve the budget amendment as requested. The motion also indicated that no deed of trust will be provided. Commissioner Higdon seconded the motion, and all favored. A copy of the grant agreement is attached (Attachment 13) and is hereby made a part of these minutes.

**CARES ACT FUNDING REQUEST:** Mr. Roland explained that the Macon County Fair Association has allowed the Macon County Fairgrounds to be used as an emergency food distribution site during the coronavirus pandemic. However, the pandemic has also caused the annual county fair to be scaled back this year. In order to keep the buildings open, Mr. Roland told the board, the county needs to make sure the fair association’s bills get paid for a period of five months. The cost associated with this is \$8,210, he explained, and said the money could be taken out of the county’s CARES Act appropriation. Commissioner Beale pointed out that 22,000 pounds of food have been distributed at the fairgrounds, and that other food distribution sites did not work. Upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to approve the appropriation.

**CONSENT AGENDA:** Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve the consent agenda as presented, which includes: (A) the minutes of the July 14, 2020 regular meeting and the August 11, 2020 regular meeting; (B) budget amendment #76 for Parks and Recreation to carry forward \$67,500 in capital improvements funding for a pathway connecting the sidewalk on NCDOT Bridge No. 22 to the Little Tennessee River Greenway; #77 for the Sheriff’s Department to carry forward \$708 in donated funds for meals; #78 for the Health Department to receive additional funding totaling \$14,492 for an

Immunization Action Plan; #79 for the Board of Elections to appropriate \$82,571 in CARES Act funds awarded to the Board of Elections for COVID-19 related election expenses; #80 for the Emergency Services Department to appropriate \$140,000 from a Homeland Security Grant; #81 for the Sheriff's Department to appropriate \$21,083 in K9 donations for the purchase of a K9 and a trailer; #82 for the Sheriff's Department to appropriate \$1,500 in drug buy money that was seized and returned to the county by court order; #83 for the Sheriff's Department to appropriate \$9,232 in funding for riot gear; #84 for the Health Department to decrease funds from the Appalachian Mountain Community Health Grant by \$26,564 for the current fiscal year; #85 for the Health Department to receive \$68,250 in Year2 grant funds from the Appalachian Mountain Community Health Centers; #86 for the Sheriff's Department to appropriate \$4,810 from calendar sales; #87 for the Health Department to receive \$2,508 in additional funding for WIC Client Services; #88 for the Department of Social Services to allocate \$964 from an insurance settlement for car repairs; #89 for the Health Department to carry forward \$125 in unexpended contribution money to the current fiscal year and #90 for the Sheriff's Department to allocate \$9,597 from an insurance settlement for vehicle repairs (copies of the amendments are attached); (C) tax releases for the month of September in the amount of \$2,135.55; (D) accepted the Settlement Report for 2019, which includes an item for "Relief of the Taxing Unit for Collection of Real Estate Taxes that are Ten Years Past Due" in the amount of \$30,565.02; (E) a recommendation from Tax Administrator Abby Braswell to refund \$354.03 in 2019 taxes to Phil Scruggs for a house located at 512 Cowee Creek Road that was destroyed by fire on September 10, 2018 and was not rebuilt, based on her recommendation that the house was not there on January 1, 2019 and that the tax levied was illegal and (F) received the monthly ad valorem tax collections report for the month of October, which shows an overall 43.04 percent collection rate as of September 30, 2020, and for which no action was necessary.

**CLOSED SESSION:** At 7:57 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Higdon, the board voted unanimously to go into closed session for the purpose of preserving the attorney/client privilege under NCGS 143-318.11(a)3). At 9:11 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to come out of closed session and return to open session. No action was taken.

**ADJOURN:** With no other business, at 9:12 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to adjourn.

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Derek Roland  
Ex Officio Clerk to the Board

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Jim Tate  
Board Chairman



AMENDMENT # 111

FROM: FINANCE

DEPARTMENT: SENIOR SERVICES

EXPLANATION: New allocation

	DESCRIPTION	INCREASE	DECREASE
11-3584-4410-08	SECU MEALS	9,980	
11-5836-5683-02	SECU MEALS	9,980	

REQUESTED BY DEPARTMENT HEAD *[Signature]*

RECOMMENDED BY FINANCE OFFICER *[Signature]*

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

ACTION BY BOARD OF COMMISSIONERS 12/8/20 meeting

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

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT

AMENDMENT # 112

DEPARTMENT 114370

EXPLANATION REPAIR EMS AMBULANCE

ACCOUNT		DESCRIPTION	INCREASE	DECREASE
113839	485000	INSURANCE	\$ 6,092.00	
114370	556503	VEHICLE REPAIRS & MAINT.	\$ 6,092.00	

REQUESTED BY DEPARTMENT HEAD \_\_\_\_\_

RECOMMENDED BY FINANCE OFFICER *[Signature]*

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

ACTION BY BOARD OF COMMISSIONERS *12/8/2020 meeting*

APPROVED & ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT  
 AMENDMENT # 113

FROM: Lindsay Leopard

DEPARTMENT: Sheriff's Office

EXPLANATION: Donations and Calendar Sales appropriation for Shop with a Cop, Prime for Life, Christmas Dinner and Calendars.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113840-417900	Fund Balance Appropriated	\$25,000.00	
114310-556024	Special Fund Expenses	\$25,000.00	
113344-435015	Calendar Sales	\$2,500.00	
114310-556024	Special Fund Expenses	\$2,500.00	
113344-435015	Calendar sales	\$5,000.00	
114310-556024	Special Fund Expenses	\$5,000.00	

REQUESTED BY DEPARTMENT HEAD [Signature]

RECOMMENDED BY FINANCE OFFICER [Signature]

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

ACTION BY BOARD OF COMMISSIONERS 12/8/20 meeting

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

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT

AMENDMENT # 114

DEPARTMENT Non-departmental

EXPLANATION Carry forward for expenses related to COVID-19.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACCOUNT		DESCRIPTION	INCREASE	DECREASE
113840	417900	FUND BALANCE APPROPRIATED	108,071.00	
119900	561101	DISASTER RELIEF FUNDS	108,071.00	

REQUESTED BY DEPARTMENT HEAD \_\_\_\_\_

RECOMMENDED BY FINANCE OFFICER [Signature]

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

ACTION BY BOARD OF COMMISSIONERS 12/8/20 meeting

APPROVED & ENTERED ON MINUTES DATED \_\_\_\_\_

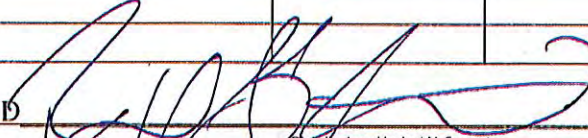
CLERK \_\_\_\_\_

AMENDMENT # 115

FROM: FINANCE

DEPARTMENT: DSS  
EXPLANATION: New allocation

	DESCRIPTION	INCREASE	DECREASE
11-3561-4389-02	LIEAP (PANDEMIC FUNDS)	81,738	
11-5314-5675-31	LIEAP (PANDEMIC FUNDS)	81,738	

REQUESTED BY DEPARTMENT HEAD 

RECOMMENDED BY FINANCE OFFICER Lori M. Carpenter

Digitally signed by Lori M. Carpenter  
DN: n=Lori M. Carpenter, o, ou,  
email=lhall@maconnc.org, c=US  
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APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS 12/8/2020 meeting

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

CLERK \_\_\_\_\_

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### **CATEGORY – APPOINTMENTS**

**MEETING DATE: December 8, 2020**

13(A). **Community Funding Pool (all seats)** – The board made one-year reappointments to the task force for the Community Funding Pool at the November 10, 2020 regular meeting. However, the new bylaws for the funding pool call for the task force members to be appointed to staggered terms. A recommendation for those who would serve one, two and three-year terms will be made available prior to the meeting.

13(B). **Vaya Health County Commissioner Advisory Board** – Please see the attached information on the Vaya Health County Commissioner Advisory Board provided by Shelly Foreman, the agency's Community Relations Regional Director. Commissioner Beale is the county's current appointee.

13(C). **Economic Development Commission (1 seat)** – Per Macon County Economic Development Director Tommy Jenkins, please see the attached application from John Woods of Highlands to serve on the Economic Development Commission (EDC). If appointed, Mr. Woods would replace Bill Futral on the EDC, and the term of appointment is for three years.



## About Us

Vaya Health is a public managed care organization (MCO) that oversees Medicaid, federal, state and local funding for services and supports related to mental health, substance use and intellectual/developmental disability (IDD) needs. We operate in 22 western North Carolina counties that are home to over 1 million residents who may be eligible for our prevention state and local funding for services and supports related to mental health, substance use and intellectual/developmental disability (IDD) needs. We operate in 23 western North Carolina

Vaya Health does not provide treatment services to members directly. Instead, we ensure those who need treatment receive the right care, in the right amount, at the right time. These services are delivered by a network of high-quality providers who contract with Vaya Health.

We offer three distinct health plans:

- We manage a benefit plan funded with local, state and federal grant dollars allocated to us by the NC Division of Mental Health, Developmental Disabilities and Substance Abuse Services to meet the behavioral health and I/DD needs of eligible individuals who are uninsured or underinsured. Eligibility is based on income, citizenship, availability of other insurance and other factors.
- We have a contract with the NC Division of Medical Assistance to manage the North Carolina 1915(b)/(c) Waiver, which is a mental health, substance use disorder and IDD benefit plan for people whose Medicaid eligibility is based in one of our 22 counties. Medicaid is a joint federal and state program that helps with medical costs for some people with limited income and resources. County departments of social services determine Medicaid eligibility.
- The Medicaid Waiver includes a 1915(c) Home & Community Based Services (HCBS) Waiver, called the Innovations Waiver, which offers services and supports to help individuals with IDD live successfully in the community. Eligibility for the Innovations Waiver is based on clinical factors and the availability of a Waiver slot. The number of Innovations Waiver slots is allocated by the State and there is currently a waiting list for persons seeking to participate in the Innovations Waiver.

***We operate a 24-hour crisis hotline for anyone who needs help or has concerns/questions about mental health, intellectual/developmental disabilities or substance use.***

At Vaya Health, our goal is to embrace innovation, adapt to a changing environment and maximize resources for the long-term benefit of the people and communities we serve.

We maintain a network of highly qualified providers, respond to individual and family needs on a local level and effectively manage public service dollars. Additionally, through a robust public outreach program, we educate the community about mental health, substance use disorder and I/DD issues and available services — and how individuals in need can speak with a representative any time. Through reinvestment initiatives, we are demonstrating every day how public managed care can benefit both the people who receive our services and the taxpayers of North Carolina.

Every day, we work with each other, our providers, our partners and the people we serve to develop the best and most-needed services for a healthier western North Carolina.

### **Mission Statement (“Who We Are”)**

Vaya Health is a public manager of care for individuals facing challenges with mental illness, substance use, and/or intellectual/developmental disabilities. Our goal is to successfully evolve in the health care system by embracing innovation, adapting to a changing environment, and maximizing resources for the long term benefit of the people and communities we serve.

### **Vision Statement (“What We’re Building”)**

Communities where people get the help they need to live the life they choose.

### **Values (“What We Believe In”)**

- Person-Centeredness: Interacting with compassion, cultural sensitivity, honesty and empathy.
- Integration: Caring for the Whole Person within the home and community of an individual’s choice.
- Commitment: Dedicated to partnering with consumers, families, providers and others to foster genuine, trusting, respectful relationships essential to creating the synergy and connections that make lives better.
- Integrity: Ensuring quality care and accountable financial stewardship through ethical, responsive, transparent and consistent leadership and business operations.

### **History**

Vaya Health Mental Health, Developmental Disabilities and Substance Abuse Services was officially established on July 1, 1972. Initially, Vaya Health operated in only seven counties: Cherokee, Clay, Graham, Haywood, Jackson, Macon and Swain. At the time, we provided direct services and operated group homes and other facilities. We continued to grow as a community-based behavioral health services organization throughout the seventies, eighties and nineties.



In 2001, the state of North Carolina embarked on plans to reform the delivery of mental health, substance use and intellectual/developmental disability services. Local management entities (LMEs) such as Vaya Health divested of resources and became managers, not providers, of care.

As a wave of LME consolidations took place statewide, our focus turned eastward. In 2006, we began the process of merging with New River LME, eventually bringing five additional counties into the Smoky fold: Alleghany, Ashe, Avery, Watauga and Wilkes. In 2007, we began a consolidation with Foothills LME, adding Alexander, Caldwell and McDowell counties.

In June 2011, the state Legislature passed into law a bill that expanded the Medicaid 1915(b)/(c) waiver statewide. We transitioned to a full managed care organization (MCO) on July 1, 2012, now serving both state-funded individuals and Medicaid beneficiaries.

In 2013, Vaya Health assumed management of the Asheville-based Western Highlands Network MCO, and began a process to consolidate the two entities. With the completion of that merger, Vaya Health assumed management duties for eight additional counties: Buncombe, Henderson, Madison, Mitchell, Polk, Rutherford, Transylvania and Yancey, for a total of 23 counties covering nearly one quarter of the state.



### **County Commissioner Advisory Board**

The Vaya Health County Commissioner Advisory Board shall meet on a regular basis, and its duties shall include serving as the chief advisory board to the MCO and to the CEO and administrative staff of Vaya on matters pertaining to the delivery of services for individuals with mental illness, intellectual or other developmental disabilities, and substance abuse disorders in the catchment area. The County Commissioner Advisory Board serves in an advisory capacity only to Vaya Health, and its duties do not include authority over budgeting, personnel matters, governance, or policymaking of the area authority.

Each county Board of Commissioners within the catchment area shall designate from its members the commissioner to serve on the County Commissioner Advisory Board. Each board of commissioners may determine the manner of designation, the term of service, and the conditions under which its designee will serve on the County Commissioner Advisory Board.  
*GS 122C-118.2*



## 2021-2022 Meeting Schedule

(Quarterly) 2<sup>nd</sup> Wednesday's 1:00 p.m. – 3:00 p.m.

### 2021

January 13<sup>th</sup>

April 14<sup>th</sup>

July 14<sup>th</sup>

October 13<sup>th</sup>

### 2022

January 12<sup>th</sup>

April 13<sup>th</sup>

July 13<sup>th</sup>

October 12<sup>th</sup>

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

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

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

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

Name of Authority, Board or Committee applying for: Macon County Economic Development Commission

Name John Woods

Address PO Box 669 City Highlands NC Zip 28741

Telephone: Home 828-507-9019 Work 828-487-0360

Occupation General Manager, The Park on Main Hotel

Business Address 205 Main Street Highlands, NC 28741 (PO Box 2915 Highlands NC 28741)

Email Address jwoods@columbushospitality.com

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

None

Educational Background

BS - Chemistry and Physics  
MBA - Marketing and Finance

Business and Civic Experiences/Skills:

see boards below

Areas of Expertise and Interest/Skills:

Finance and Marketing

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

Highlands Chamber of Commerce - Board of Directors (Current - Treasurer and Chair-elect; Past - Marketing)  
Highlands TDC - Board  
Select Registry - Board

SIGNATURE: 

DATE: 11/15/2020