

# Macon County



## MACON COUNTY BOARD OF COMMISSIONERS APRIL 10, 2018 AGENDA

1. Call to order and welcome by Vice-Chairman Beale
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. Makin' Bots Robotics Team - Jennifer Love, STEM Coordinator for Macon County Schools
10. Old Business
  - A. Consideration of revised Animal Control Ordinance - Public Health Director Jim Bruckner
  - B. Consideration of resolution designating a portion of Wayah Road in honor of Dr. Thomas McNish - County Attorney
11. New Business
  - A. Approval of Mountain Valley Fire Department Fire District Map - Emergency Services Director Warren Cabe
  - B. Community Funding Pool recommendations - Karen Wallace
  - C. Resolutions regarding South Macon Elementary School - Finance Director
    - (1) Authorizing the filing of an application for approval of a financing agreement
    - (2) Declaring the intent of the county to reimburse itself for capital expenditures

- D. Application for education lottery funds – Finance Director
- E. Lease agreement with Town of Franklin regarding gazebo property – County Attorney
- F. Fireworks permit request

12. Consent Agenda – Attachment #12

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

- A. Minutes of the March 13, 2018 regular meeting
- B. Budget Amendments #162-166 and #170
- C. Tax Releases for March 2018 in the amount of \$5,121.56
- D. Grant Project Ordinance for Duke Energy's 2017 Helping Home Fund
- E. Grant Project Ordinance Amendment for PNC Healthy Housing Energy & Neighborhood Beautification Improvement Program
- F. Ad valorem tax collection report (no action necessary)

13. Appointments

14. Closed session (if necessary)

15. Adjourn/Recess

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** April 10, 2018

**DEPARTMENT/AGENCY:** Macon County STEM Program

**SUBJECT MATTER:** Makin' Bots robotics team

### COMMENTS/RECOMMENDATION:

Jennifer Love, the STEM Coordinator for Macon County Schools, has requested time on the agenda for the Makin' Bots robotics team to present their robot from the past season to the board and to share the team's thanks for the commission's support of the STEM (Science, Technology, Engineering and Mathematics) Program in the county.

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

Agenda Item 9A

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** April 10, 2018

**DEPARTMENT/AGENCY:** Governing Board/Public Health

**SUBJECT MATTER:** Revised Animal Control Ordinance

### COMMENTS/RECOMMENDATION:

Attached please find an updated version of the revised Macon County Animal Control Ordinance, per Macon County Public Health Director Jim Bruckner. According to Mr. Bruckner, he has addressed and made changes as suggested by the individuals who spoke at the public hearing in February. He said he has also incorporated the changes suggested in the correspondence to Commissioner Gillespie with the exception of the dog licensing fee, which Mr. Bruckner says needs to be handled separate of the ordinance. These changes have been presented to and approved by the Board of Health. Mr. Bruckner will be at the meeting to present the updated version.

Attachments   1   Yes        No

Agenda Item 10A

**AN ORDINANCE OF THE MACON COUNTY BOARD OF COMMISSIONERS MAKING REVISIONS TO CHAPTER 90. ANIMALS, OF THE CODE OF ORDINANCES OF THE COUNTY OF MACON. NORTH CAROLINA**

**WHEREAS**, the Macon County Board of Commissioners adopted a revised *Macon County Ordinance for the Regulation of Certain Animals* on October 13, 2008; and

**WHEREAS**, the Board of Commissioners did amend the same on January 10, 2010; and

**WHEREAS**, the Board of Commissioners did again amend the same on June 10, 2010; and

**WHEREAS**, the Board of Commissioners did again amend the same on October 15, 2015; and

**WHEREAS**, the Board of Commissioners wishes to make certain specific amendments to the Ordinance as recommended by the ~~Macon County Manager and~~ Director of the Macon County Health Department; and

**WHEREAS**, the Board of Commissioners wishes to revise the *Macon County Ordinance for the Regulation of Certain Animals* as set forth below; and

**WHEREAS**, the Macon County Board of Health have indicated that they approve of the revised Ordinance contained hereinafter and would recommend unto the Macon County Board of Commissioners the adoption and passage of this Ordinance; and

**WHEREAS**, the Board of Commissioners finds the same to be in the public interest and to promote the public health, safety and welfare pursuant to authority vested in it by North Carolina General Statutes Sections 153A-121, 153A-127, 153A-153, and 153A-442 and Chapter 67 of the General Statutes;

**NOW, THEREFORE, BE IT ORDAINED** by the Macon County Board of Commissioners that:

**Section 1.** Chapter 90, Animals, of the Code of Ordinances of the County of Macon, North Carolina, as heretofore amended, is hereby repealed in its entirety, and the following substituted in lieu thereof:

**CHAPTER 90**

**ANIMAL CONTROL**

**Sec. 90-1. TITLE, PURPOSE AND AUTHORITY.**

This Ordinance shall be known and may be cited as the *Macon County Animal Control Ordinance*. The purpose of this Ordinance is to promote the health, safety and welfare of the citizens of Macon County and to abate conditions detrimental to the peace and dignity of the County. This Ordinance is adopted pursuant to the authority contained in Sections 153A-121, 153A-123, 153A-127, 153A-131, 19A-45, 153A-153, and 153A-442 of the North Carolina General Statutes, Articles 1-5 of Chapter 67 of the North Carolina General Statutes; and Article 6 of Chapter 130A of the North Carolina General Statutes, as applicable.

## Sec. 90-2. APPLICABILITY TO VETERINARIANS.

Hospitals, clinics and other premises operated by licensed veterinarians for the care and treatment of animals are exempt from the provisions of this Chapter except for the provisions relating to cruelty to animals and rabies control.

## Sec. 90-3. DEFINITIONS.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Abandon** means to intentionally, knowingly, recklessly or negligently leave an animal at a location without providing for the animal's care.

**Adequate food** means the provision at suitable intervals, not to exceed 24 hours, of a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition in each animal. Such foodstuff shall be served in a receptacle, dish or container that is physically clean and in which agents injurious to health have been removed or destroyed to a practical minimum.

**Adequate shelter** means ~~that a shelter which will keep a nonaquatic animal dry, out of the direct path of winds and out of the direct sun, at a temperature level that is healthful for the animal. It shall include four walls, a roof and a solid floor, with an opening entrance large enough to allow access to the animal, but placed in such a way as to keep the animal out of the direct path of winds. The containment area shall be free of accumulated waste and debris so that the animal shall be free to walk or lie down without coming in contact with any such waste or debris, and a suitable method of draining shall be provided to rapidly eliminate excess water or moisture. For dogs, cats and other small animals, the shelter shall be a windproof and moisture proof structure of suitable size to accommodate the animal and allow retention of body heat. Metal barrels do not provide adequate shelter for a dog, cat or other small animal and are prohibited for that purpose. It shall include four walls, a roof and a solid floor, with an opening entrance large enough to allow access to the animal, but placed in such a way as to keep the animal out of the direct path of winds. Metal barrels do not provide adequate shelter for a dog, cat or other small animal and are prohibited for that purpose. For all animals, the containment area shall be free of accumulated waste and debris so that the animal shall be free to walk or lie down without coming in contact with any such waste or debris, and a suitable method of draining shall be provided to rapidly eliminate excess water or moisture.~~

**Adequate water** means a constant access to a supply of clean, fresh water provided in a sanitary manner.

**Animal** means any live, vertebrate creature specifically including but not limited to dogs, cats, farm animals, birds, fish and reptiles.

**Animal Control Officer** means an individual designated to perform animal control duties described by this Ordinance. Animal control officers shall be Certified Rabies Vaccinators and Certified Euthanasia Technicians. Animal control officers shall not have the power to arrest.

**Animal cruelty investigator** means an individual appointed by the board of commissioners to assist the county in responding to cruelty and conducting investigations pursuant to NCGS 19A-45 through 49.

**Animal shelter** means a place provided and operated by the county directly or by contractual agreement, whether jointly with another governmental unit or independently, for the restraint, care, adoption and disposition of animals in accordance with this chapter.

**Attack** means to set upon in a forceful, violent, hostile, or aggressive way, with or without provocation. Attacks can involve animal to human or animal to animal interaction.

**a. Provoked Attack** is ~~Are~~ considered normal behavior and occur when an animal responds in an aggressive, violent, terrorizing, or threatening manner to a perceived threat to its body (fear-induced), food, (possessive), territory, or offspring (protective).

**b. Non-provoked Attack** occurs when an animal crosses neutral space and attacks for no reason (without being teased, molested, provoked, beaten, tortured or otherwise harmed).

**At large** means any animal off the property of its owner and not under the restraint of a competent person.

**Bite** means the act of an animal seizing the flesh with its teeth or jaws, so as to tear, pierce or injure the flesh.

**Board of Commissioners** means the Macon County Board of Commissioners.

**Cats** means any and all domesticated felines.

**Citation** means a written notice served by an Animal control officer citing a person for a violation of this ordinance.

**Civil penalty** means a financial penalty imposed by an Animal control officer for a violation of this ordinance.

**Competent person** means a person of suitable age and discretion to keep an animal under sufficient restraint and control in order to prevent harm to the animal and to persons, other animals, including but not limited to domesticated livestock, or property.

**County** means Macon County, North Carolina.

**Cruelty, cruel treatment, and abuse** as used in this chapter mean every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted or attempted to be caused or permitted against animals, as well as acts or attempted acts of teasing, molesting, baiting or trapping of animals unlawfully. Such acts or omissions shall include but not be limited to beating, kicking, hanging, submerging under water, suffocating, poisoning, setting on fire, and depriving of food, water and medical treatment, or otherwise subjecting the animal to conditions detrimental to its health or general welfare. Such terms, however, shall not be construed to include lawful taking of animals under the jurisdiction and regulation of the wildlife resources commission, lawful activities sponsored by agencies conducting biomedical research or training, lawful activities for sport, or other lawful activities under state law.

**Dangerous dog** means any animal as defined in N.C.G.S.A. §67 - 4.1 (a) (b). ~~dog that without provocation has killed or inflicted severe injury on a person or another domestic animal, any dog that is owned or harbored primarily or in part for the purpose of dog fighting any dog that is trained for dog fighting, or any dog that has been determined to be potentially dangerous pursuant to NCGS §67-4.1. This definition shall not include dogs when exempted pursuant to N.C.G.S. §67-4.1(b)(1) - (b)(4).~~

**Direct control** means an animal is under restraint (excludes control by voice commands) and in the custody of its owner, or other competent person having possession thereof.

**Dogs** means any and all domestic canines.

**Domesticated animal** (non-livestock) means any such animal that is accustomed to live in or about the habitation of humans, including but not limited to cats, dogs, cows, fowl, horses or swine, but not to include any Wild Animal, Farm Animal or Feral Animal as defined herein.

**Domesticated livestock** (Farm Animal) means livestock raised for the production of meat, milk, eggs or fiber, or used for draft or equestrian purposes, including but not limited to cattle, sheep, goats, swine, horses, mules, rabbits and poultry.

**Exotic animal** means an animal that would ordinarily be confined to a zoo, or is a species of animal not indigenous to this State. The term specifically does not include animals of a species customarily held in this State as ordinary household pets, animals of species used in the State as a domestic ~~livestock-farm animal~~, fish, birds, non-venomous reptiles and species that are deemed inherently dangerous under this Chapter or regulated by the North Carolina Wildlife Resource Commission.

~~**Exposed to rabies** means an animal that has been bitten by or has otherwise come into contact with any animal known or suspected to have been infected with rabies.~~

**Feral animal** means a wild animal – non-domesticated or one, such as a dog or cat that has escaped and returned to live in the wild, but has some contact and experience with humans and/or for which no one claims ownership.

**Harbor** means to feed or shelter an animal by the same person or household for 72 consecutive hours or more.

**Health Director** means the director of the Macon County Health Department.

**Identified animal** means an animal with an identification tag, tattoo, microchip, or other marking on which is described the animal owner's name, address and contact information.

**Impoundment** means the placement of an animal in the custody of a person or animal shelter duly authorized by an Animal control officer and/or the Health Director.

**Lead Animal Control Officer** means that person designated to perform animal control duties described by this Ordinance. ~~The Lead Animal Control Officer shall be an Animal Control Officer, also be the individual who is appointed by the appropriate authority in the County as the County's Animal Cruelty Investigator and shall and be a Certified Rabies Vaccinator and Certified Euthanasia Technician.~~

**Microchip** refers to a tiny permanent identification system, implanted under the animal's skin and read by a chip scanner which identifies the owners name and address and which is available on regional or national databases. Implantation is done with an injector that places the chip under the loose skin over the animal's shoulder.

**Neutered male** means any male which has been castrated. ~~operated upon to prevent reproduction.~~

**Owner** means any competent person or group of persons owning, keeping, having charge of, sheltering, feeding, harboring or taking care of any animal. The owner of an animal is responsible for the care, actions



and behavior of his or her animal(s). This definition shall also apply to the term "ownership" as used in this chapter.

**Owner's property** means that area described in a deed of conveyance or the area described in a lease. In a situation involving townhomes or condominiums, Animal Control will treat the common areas as being owned by the homeowners' association. In a situation involving leased apartments, Animal Control will treat the common areas as being owned by the lessor. A motor vehicle is not a part of the owner's property unless it is physically located on the area described in a deed of conveyance or the area described in a lease. A motor vehicle that is physically located in or on the common areas of townhomes, condominiums or leased apartments, or other public areas shall be treated as being off of the owner's property.

**Person** means any individual, family, group of individuals, corporation, partnership, organization, trade or professional association, firm limited liability company, joint venture, association, trust, estate, non-profit corporation or any other legal entity or institution recognized by law as a person.

**Public nuisance** means any animal off the owner's property which, without provocation habitually or repeatedly chases, snaps at, attacks or otherwise behaves in an aggressive manner to pedestrians, bicyclists or vehicles or turns over garbage cans, damages gardens (vegetable or flower), damages plant beds, damages public or private property or damages livestock.

**Scratch** means the act of an animal with its claws which results in and/or causes a narrow or superficial wound, scrape or other type of break in the skin of a human or animal.

**Section Administrator Animal Services** means that person responsible for the planning, organizing, coordinating, and directing of all County Animal Services activities (including Animal Control, Animal Shelter, and Rabies Control Programs). The Section Administrator is responsible for the: Enforcement of state laws and this ordinances relating to Animal Services functions; the development of policies and procedures; impounding, care/treatment, and disposition of animals in the county shelter; development and implementation of programs and coordination with rescue groups and interested individuals to maximize the placement of abandoned and surrendered animals; and, minimize euthanasia of adoptable animals. The Section Administrator Animal Services shall be an Animal Control Officer.

**Security dog** means any dog used, kept or maintained on the premises of its owner for the purpose of protecting any person or property. Any such dog shall be further classified as follows:

- (1) **Patrol dog** means a dog that is trained or conditioned to attack or otherwise respond aggressively, but only upon command from a handler either off or on lead.
- (2) **Sentry dog** means a dog that is trained or conditioned to attack or otherwise respond aggressively without command.
- (3) **Watchdog** means a dog that barks and threatens to bite any intruder, but that has not been specially trained or conditioned for that purpose.

**Secure enclosure** means a place in which an animal is securely confined in order to provide for a safe, healthy, and humane environment for the animal; prevent escape by the animal; and protect and enhances the public's health and safety. A secure enclosure consists of a locked pen or structure suitable to prevent unauthorized entry and designed to prevent the animal from escaping. Such enclosure shall be: Constructed on a concrete pad; have a double entry which protects the person entering and prevents the

animal from escaping; have secure sides including the top; provides protection for the animal from the elements; and be of suitable size for the type of animal.

*Spayed female* means any female sterilized by removing the ovaries. ~~which has been operated upon to prevent conception.~~

*Stray* means any domestic animal that is wandering at large or is lost and (1) is not an identified animal, (2) the ~~Animal Control Officer~~ Animal control officer does not otherwise know who the owner is, or (3) does not have an owner.

*Suspected of having rabies* means an animal that has bitten a person or another animal.

*Under restraint* means that an animal is under sufficient physical restraint such as (1) a leash, cage, bridle, or similar effective and humane device that restrains and controls the animal; (2) sufficiently near the owner to be under his or her control and is obedient to that person's commands (exception: no animal is permitted to run at large within or upon any lands owned by or under the control of Macon County used for recreational purposes with the exception of dogs running within the designated, fenced dog park(s); (3) on or within a vehicle being driven or parked and secured in such a manner as to prevent the animal from escaping or causing injury to persons approaching or passing by the vehicle; (4) adequately contained by a fence or other secure enclosure; or (5) within the property limits of its owner. If any unattended animal is restrained by a chain, leash or similar restraint, it shall be designed and placed to prevent choking or strangulation.

*Veterinary clinic and/or hospital* means any place or establishment maintained and operated under the supervision of a licensed veterinarian as a clinic and/or hospital where animals are harbored, boarded and cared for incidental to the treatment, prevention or alleviation of disease processes during the routine practice of the profession of veterinary medicine for surgery, diagnosis and treatment of diseases and injuries of animals.

*Vicious animal* means any animal as defined in N.C.G.S. 130A-200. ~~animal on or off the premises of its owner, security dogs excluded, which animal is three months of age or older and without provocation has bitten, killed, or caused physical harm through bites to a person who is not trespassing (as determined by the county health director pursuant to N.C.G.S. 130A-200) or has bitten or killed an animal that is not where its owner has been told such animal cannot be.~~

*Wild animal* means an animal living in a state of nature; not tamed or domesticated

#### **Sec. 90-4. JURISDICTION.**

This chapter shall be effective in all areas of Macon County, North Carolina.

#### **Sec. 90-5. ANIMAL SHELTER.**

The county shall operate and maintain a County Animal Shelter for the purpose of impounding or caring for animals held under authority of state law, this chapter, or any other county ordinance. The county may contract for the operation of the Animal Shelter as it deems appropriate. The same shall be the responsibility of the Animal Services Section of the Macon County Health Department.

**Sec. 90-6 CREATION OF AN ANIMAL SERVICES SECTION OF THE MACON COUNTY HEALTH DEPARTMENT.**

There is created an Animal Services section of the Macon County Health Department which shall be responsible for the Macon County Animal Shelter-Macon County and Animal Control Programs hereinafter specified.

**Sec. 90-7. ANIMAL CONTROL OFFICERS.**

The ~~Macon County~~ Health Director may appoint one or more animal control officers. Any such officers shall be Macon County Health Department employees in the Animal Services Section of the Macon County Health Department. The Animal Services Section of the Macon County Health Department shall be supervised by the Section Administrator Animal Services, who shall also be an employee of the Macon County Health Department, who shall be the supervisor of that Section of the Macon County Health Department. The Section Administrator Animal Services shall report to and be under the authority of the ~~Macon County Health~~ Director. County animal control officers and Lead Animal Control Officer shall not have the power to arrest.

**Sec. 90-8. ANIMAL CONTROL PROGRAM.**

The county animal control program, as described in this chapter and as otherwise described in other county ordinances related to animals and as otherwise described in state laws, shall be administered by the Section Administrator Animal Services. Specifically:

(1) The ~~Macon County Health~~ Director shall designate employees or agents enforcing this Chapter as animal control officers and Lead Animal Control Officer. Animal cruelty investigators may be appointed by the Board of Commissioners as provided by law. In the performance of their duties, ~~animal control officers and investigators shall have all the power, authority and immunity granted under this chapter and by the general laws of this state to enforce the provisions of this chapter, and the laws of this state as they relate to the care, treatment, control or impounding of animals. All investigations of reported or observed animal cruelty or animal abuse shall be the joint responsibility of and shall be jointly carried out by animal cruelty investigators and the animal control officers of the county.~~

(2) Except as may be otherwise provided by law, no officer, agent or employee of the county charged with the duty of enforcing the provisions of this chapter or other applicable laws shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of such duty unless he or she acts with actual malice.

(3) It shall be unlawful for any person to interfere with, hinder or molest any animal control officer, lead Animal Control Officer, Section Administrator Animal Services, Health Director, Animal Cruelty Investigator, or law enforcement officer while in the performance of any duty authorized by this chapter or the animal control program, or the laws of the state of North Carolina, or to seek to release any animal in the custody of any of those agents, except in the manner as provided in this section.

(4) ~~Animal control officers, and animal cruelty investigators~~ are not authorized to carry on their person firearms of any kind except as provided in this section. The animal control program may store at the Animal Services Section of the Macon County Health Department and use firearms (as allowed by

state law) when necessary to enforce sections of this chapter or under applicable law for the control of wild, vicious or diseased animals.

(5) The Animal Control Program shall:

- a. Have the authority, along with the ~~county~~ Health Director and law enforcement agencies ~~and where applicable with Animal Cruelty Investigators~~ to enforce all state and local laws, including ordinances, regulations and proclamations of the county pertaining to the ownership and control of dogs, cats, and other animals, and cooperate with the ~~county~~ Health Director and all law enforcement officers in fulfilling this duty.
- b. Enforce and carry out all laws of the state and all ordinances of the county pertaining to rabies control in cooperation with the ~~county~~ Health Director and local law enforcement officers.
- c. Be responsible, in consultation with the ~~county~~ Health Director or the health directors' designee, for the investigation of all reported animal bites, ~~for the quarantine of any dog or cat exposed to or suspected of having rabies, for a period of not less than ten days, and for reporting to the county health director as soon as practicable the occurrence of any such animal bite and the condition of any quarantined animal.~~
- d. Be responsible, in consultation with the Health Director or the health directors' designee, to issue a quarantine/confinement order to the animal owner that would require the owner to confine a biting animal for ten days pursuant to N.C.G.S. §130A-200, and for reporting to the Health Director as soon as practicable the issuance of said order.
- e. Be responsible, in consultation with the Health Director or the health directors' designee, for the quarantine/confinement of any dog, or other domestic animal exposed to or suspected of having been exposed to another rabid animal and for reporting to the Health Director as soon as practicable the occurrence of any such exposure and the condition of any confined animal pursuant to N.C.G.S. §130A-200.
- f. Be responsible for the investigation of reports or observations of incidents of harassment of or injuries to domesticated livestock caused by dogs or other animals.
- g. Be responsible for the seizure and arranging for the impoundment, where deemed necessary, of any dog or other animal in the county involved in a violation of this chapter or any other county ordinance or state law.
- h. Investigate reported or observed animal cruelty or abuse independently or with a duly appointed Animal Cruelty Investigators.
- i. Make such investigations or inquiries as necessary for the purpose of ascertaining compliance with this chapter or applicable state statute.
- j. Keep, or cause to be kept, accurate and detailed records of:
  1. Seizure, impoundment and disposition of all animals coming into and/or leaving the custody of the animal control program.

2. Any animal complaints made to Animal Services, and their investigation and disposition. Bite cases, violations and complaints, and their investigation, including names and addresses of persons bitten, date, circumstances and breed.
  3. Any animal bite cases, violations and complaints, and their investigation and disposition.
  4. Any animal cruelty cases, violations and complaints, and their investigation and disposition.
  5. Any violations of county ordinance and any investigation(s) thereof conducted and the disposition of the investigation.
  6. Any other matters deemed necessary by the Health Director or Section Administrator Animal Services or that may be required by county policy or state law.
- k. Be empowered to issue notices of violation, assess civil penalties for violations of this chapter, and issue citations when authorized by this ordinance or state law.
  - l. Have employees who are trained to standards to be established by the Section Administrator Animal Services, which training shall include but not be limited to training as a Certified Rabies Vaccinator, Certified Euthanasia Technician, and in Animal First Aid taught by a licensed veterinarian.
  - m. Be responsible for monitoring the county animal shelter to ensure compliance with all County Health Department policies and procedures, state laws, rules/regulations, and any and all contracts entered into by the county Health Department for the operation of the Animal Shelter.
  - n. Administer in consultation with the Section Administrator Animal Services, rabies vaccines to impounded, non-vaccinated animals pursuant to N.C.G.S. §130A-186, and assist the Section Administrator Animal Services in all scheduled rabies control clinics as required by state law.
  - o. Give every person a proof (certificate and metal rabies tag) of rabies vaccination ~~and~~ at the time of adoption of a dog or cat if it is four (4) months of age or older. The ~~and~~ Certificate will be ~~completed~~ signed by a licensed veterinarian or certified rabies vaccinator as provided in this chapter.
  - p. ~~Give owners of impounded animals an opportunity to provide proof of rabies vaccination prior to redemption or vaccination, under this section.~~

(6) The premises for all animal shelters operated by or for the County shall meet the standards prescribed by N.C.G.S. §153A-442, ~~as amended by S.L. 2004-199, Section 39 (a), and as may be amended from time to time.~~

## Sec. 90-9. RELATION TO HUNTING LAWS.

~~It shall be unlawful and a violation of this chapter for any person to fail to comply with the requirements of N.C.G.S. §113, Article 22 et seq. and other laws of the state relating to the use of dogs for hunting. Nothing in this chapter is intended to be in conflict with the laws of the state regulating, restricting, authorizing or otherwise affecting dogs while used in hunting; but this exception applies only while the dogs are under the control of the owner or competent person and are actually lawfully being used for hunting or training for hunting in compliance with applicable statutes, regulations or ordinances. This chapter should be read and enforced consistent with any such law.~~

#### **Sec. 90-10. NOTICE IN CASE OF INJURY.**

It shall be unlawful for any person who causes injury to an animal, including but not limited to running over or hitting the domesticated animal with any vehicle, to fail to notify immediately at least one of the following:

- (1) The owner of the animal (if known or ascertainable with reasonable efforts made to locate the owner);
- (2) An Animal control officer; or
- (3) The sheriff's department; ~~or~~
- (4) ~~The animal shelter.~~

#### **Sec. 90-11. MISTREATMENT OF ANIMALS UNLAWFUL.**

The following acts or failure to act relating to the mistreatment of animals are unlawful and violations of this chapter:

- (1) It shall be unlawful for any person to subject or cause to be subjected any animal to cruel or abusive treatment or to deprive or cause to be deprived any animal of adequate food and water. With respect to domesticated animals or wild animals in captivity or under restraint, it shall additionally be unlawful to deprive or cause to be deprived any such animal of adequate shelter or veterinary care.
- (2) It shall be unlawful to restrain any animal except in a humane fashion.
- (3) It shall be unlawful for any person to entice or lure any animal out of an enclosure or off the property of its owner, or to seize, molest or tease any animal while the animal is held or controlled by its owner or while the animal is on or off the property of its owner.
- (4) It shall be unlawful for any person to abandon or forsake any animal within the County.
- (5) It shall be unlawful for any person to leave an animal in a closed vehicle or other enclosure for such duration or at such temperatures as an animal control officer, Lead Animal Control Officer or Animal Cruelty Investigators deems harmful or potentially harmful to the animal.

#### **Sec. 90-12. CONTROL OF VICIOUS ANIMALS.**

A. The purpose of this Section is to supplement the state laws governing vicious animals, and more specifically, N.C.G.S. §130A-200.

B. It shall be unlawful for any person to keep any vicious animal within the county, unless under restraint and on the premises of the owner.

C. Upon an animal control officer's observation of a vicious animal at large or off the premises of its owner and not restrained by a competent person, such officer shall immediately impound the animal and inform the county Health Director or the health directors' designee.

D. Upon an animal control officer's receipt of a complaint that an animal is behaving or has behaved viciously and is at large or off the premises of its owner and not restrained by a competent person, the animal control officer or Lead Animal Control Officer, in cooperation with the county Health Director or the health directors designee, shall investigate the complaint and, upon a finding that there is probable cause to believe a violation of this chapter or other applicable law or regulation has occurred, shall take any action allowed by this chapter or state law as the circumstances may require.

E. If an animal is impounded as vicious, authorization for reclamation after any required holding period shall be granted when the county Health Director, in consultation with the Section Administrator Animal Services, is reasonably assured that the animal is not vicious or that the vicious animal will be properly restrained on the premises of its owner.

#### **Sec. 90-13. SECURITY DOGS.**

A. All persons owning security dogs shall register such animals with the Section Administrator Animal Services; the owner of any dog that is classed as a patrol dog or sentry dog under this chapter shall place prominently a sign or placard on his premises noting "Beware of Dog" or other information noting the presence of security dogs.

B. It shall be unlawful for any person to keep any security dog within the county, unless under restraint and in the control of a competent person or under restraint and on the premises of the owner.

C. Security dogs are subject to all other provisions of this chapter while off the premises of their owner.

D. This Section shall not include dogs when exempted pursuant to N.C.G.S. §67-4.1(b) (1) – (b) (4).

#### **Sec. 90-14. IMPOUNDMENT OF ANIMALS.**

A. All animals required by NCGS 130A-185 to be vaccinated against rabies that do not have a rabies tag at time of impoundment will be administered a rabies vaccination along with other necessary vaccinations as per Macon County Animal Shelter policy.

B. In lieu of impoundment the section administrator animal services. An animal control officer, in consultation with the Health Director or the health directors' designee, is authorized to issue a confinement order to the animal owner that would require the owner to confine a dog or other animal pursuant to N.C.G.S. §130A-198 or §130A-200. Failure to thus confine the animal would constitute a further violation subjecting the owner to appropriate criminal or civil penalties pursuant to N.C.G.S. §67-4.2 and §130A-196.

C. A domesticated animal impounded under this chapter may be reclaimed by its owner according to the procedures of the animal shelter. The owner of an impounded domesticated animal shall be responsible for and shall pay all vaccination expenses, boarding costs, redemption or adoption fee(s) and costs associated with such impoundment prior to reclaiming the animal. If an impounded domesticated animal is not reclaimed ~~Unless reclaimed,~~ the impounded domesticated animal may be allowed to be adopted or humanely euthanized according to N.C.G.S. §19A-32.1 state law and animal shelter procedures; provided, however, that domesticated animals impounded pursuant to this Section shall be held by the animal shelter for a period of ten (10) days prior to adoption or euthanasia, as applicable. Exception to the ten day holding period: If a domesticated animal impounded under this chapter has been found by the Section Administrator of Animal Services or a veterinarian to be unadoptable due to injury or defects of health or temperament may be humanely euthanized in accordance with N.C.G.S. §19A-32.1 (b) (1) and animal shelter procedures. The owner of an impounded domesticated animal shall also comply with any vaccination and identification directives and be responsible for the payment to the county of all civil penalties and costs imposed or associated with the animal's impoundment as prescribed in any citation or notice issued by the Section Administrator Animal Services or their designee animal control director. Bite quarantined animals not reclaimed within 72 hours after the end of the quarantine period will be considered abandoned and will become the property of the county animal shelter and disposed of according to standard animal shelter procedures.

D. A feral animal impounded under this chapter that has been found by the Section Administrator of Animal Services or a veterinarian to be unadoptable due to injury or defects of health or temperament may be humanely euthanized in accordance with N.C.G.S. 19A-32.1 (b) (1) and animal shelter procedures.

#### **Sec. 90-15. HANDLING OF STRAY ANIMALS.**

A. It shall be unlawful for any person, without the consent of the owner, knowingly and intentionally to harbor, keep in possession by confinement or otherwise any animal that does not belong to him, unless he has, within 72 hours from the time such animal came into his possession, notified an animal control officer, Lead Animal Control Officer or the animal shelter.

B. Any animal at large may in a humane manner be seized, impounded and confined in the animal shelter and thereafter adopted out or disposed of pursuant to procedures of the animal shelter and applicable state law.

C. An owner may lawfully permit an animal which is not dangerous to be at large in the course of a show, obedience school, tracking tests, field training, or other events sanctioned or supervised by a recognized organization. Dogs may be at large in the course of hunting if under the control of the owner as otherwise provided in this chapter. However, this provision does not exempt an owner from otherwise complying with the provisions of this chapter, including identification of animals.

D. Upon impounding an animal, the Animal Services Section of the Macon County Health Department shall make reasonable effort to identify the animal, notify the owner, and inform such owner of the conditions whereby the identified animal may be redeemed.

E. Impoundment of such an animal shall not relieve its owner from any penalty that may be imposed for violation of this chapter.

F. Any animal seized and impounded that is badly wounded or diseased and has no identification may be euthanized pursuant to procedures of the animal shelter and applicable state law. If the animal has rabies or is suspected of having rabies, the body shall be disposed of in accordance with applicable state regulations. If the animal has identification, the Section Administrator Animal Services, animal control officers or animal shelter



staff shall attempt expeditiously to notify the owner before euthanizing such animal; in any event, and except as may be otherwise provided by law, the animal shelter, animal control program, ~~county~~ Health Director and county law enforcement officers shall have no liability for euthanizing wounded or diseased animals when such action is taken upon the advice or recommendation of a veterinarian who has been advised of the animal's condition.

#### **Sec. 90-16. PUBLIC NUISANCE.**

It shall be unlawful for an owner to permit an animal to create or maintain a public nuisance as defined in this chapter, ~~or to maintain a public nuisance created by an animal~~. Compliance shall be required as follows:

- (1) When an animal control officer, Lead Animal Control Officer, ~~Section Administrator Animal Services~~, or law enforcement officer observes a violation, the owner will be provided written notification of such violation and be given 24 hours or less to abate the nuisance.
- (2) Upon receipt of a written detailed and signed complaint alleging that any person is maintaining a public nuisance, the Section Administrator Animal Services shall cause the owner of the animal in question to be notified that a complaint has been received, and shall cause the situation complained upon to be investigated and a written report to be prepared.
- (3) If the written findings indicate that the complaint is justified, the Section Administrator Animal Services shall cause the owner of the animal in question to be notified in writing, and shall order abatement of such nuisance within 24 hours or such lesser amount of time, which shall be designated on the abatement order.
- (4) If, after 24 hours or such lesser time as is designated in the abatement order, the nuisance is not abated, the animal creating the nuisance may be impounded and/or a civil penalty may be issued and/or a criminal summons may be issued.

#### **Sec. 90-17. RABIES CONTROL.**

It shall be unlawful and a violation of this chapter for any animal owner or other person to fail to comply with the requirements of N.C.G.S. §130A ~~Article 6 Sections 184 -199~~ *et seq.* and other laws of the state relating to the control of rabies.

~~Any animal reasonably suspected to have been exposed to a proven rabid animal, or animal suspected of having rabies that is not available for laboratory diagnosis shall be immediately reported to the Animal Services Section of the Macon County Health Department and the county health director.~~

#### **Sec. 90-18. BITES.**

A. ~~It shall be unlawful and a violation of this chapter for any person to fail to comply with the requirements of N.C.G.S. §130A-196 and N.C.G.S. §130A-198. Every owner of a dog or cat that has bitten a human being, or any person bitten by a dog or cat, shall comply with the reporting requirements of NCGS §130A-196 or NCGS §130A-198 and other applicable laws concerning animal bites by notifying the county health director.~~

B. ~~Animal control officers and Lead Animal Control Officer shall notify the county Health Director or the health directors' designee as soon as practicable or within 24 hours of report of an animal bites, reported to the animal shelter.~~

(3) In addition to and independent of any criminal penalties and other sanctions provided in this chapter, a violation of this chapter may also subject the offender to civil penalties, costs and fees as follows:

a. Unless otherwise provided for in a particular section, Animal ~~control~~ Services is authorized to assess civil penalties in the following manner:

1. A civil penalty of \$25.00 shall be assessed for the first violation of any provision of this Chapter.

2. A civil penalty of \$50.00 shall be assessed for the second or subsequent violation of this Chapter.

b. Civil penalties may be assessed for each violation of this chapter. The Section Administrator Animal Services or their designee shall issue to the known owner of any animal, or to any other violator of the provisions of this chapter, a ~~ticket or citation~~ giving notice of the ~~alleged~~ violation and of the civil penalty imposed. ~~Tickets or Citations~~ so issued may be delivered in person or mailed by first class mail to the person charged if that person cannot readily be found. This civil penalty shall be paid to the Section Administrator Animal Services or their ~~his~~ designee within 14 days of receipt of the ~~ticket or citation~~. This civil penalty is in addition to any other fees, costs or fines imposed that are authorized by this chapter.

c. Failure on the part of the owner of an animal or other alleged violator to pay the applicable civil penalty within the time period prescribed is unlawful and a violation of this chapter. If an assessed civil penalty is not paid within the time period prescribed, a civil action may be commenced to recover the penalty and costs associated with collection of the penalty.

#### **Sec. 90-21. REGULATION OF DOMESTIC ANIMALS ON COUNTY RECREATIONAL PROPERTY.**

*Running at large forbidden.* It shall be unlawful for any person to allow a domestic animal, including a dog or cat, within his or her possession, ownership, or direct control, to run at large within or upon any lands owned by or under the control of Macon County used for recreational purposes with the exception of dogs running within the designated, fenced dog park(s). Any domestic animal brought to or allowed to enter upon any county property used for recreational purposes shall, at all times, be kept within the direct control and/or under restraint by the owner or other competent person having the possession thereof.

#### **Sec. 90-22. FOX HUNTING-DANGEROUS DOG.**

It shall be unlawful and a violation of this chapter for any person to fail to comply with the requirements of N.C.G.S. §67, Article 1A, Sections 4.1 - 4.4. A. The fox is hereby classified as a game animal in Macon County and may be taken only with dogs at any time during the day or night throughout the county.

B. Foxes, or parts thereof, shall not be bought or sold, except live foxes may be bought or sold for the purpose of restocking.

C. Notwithstanding the prior provisions hereof, it shall be lawful for any person to take foxes committing or about to commit depredations to person or property.

~~D. This section shall be applicable and in force in all areas of Macon County outside the corporate limits and extraterritorial jurisdiction of any municipality.~~

**Sec. 90-23. ANIMAL CONTROL ADVISORY COMMITTEE.**

The Board of Commissioners shall have authority to create and appoint an Advisory Committee of such number and composition as they shall determine. The members shall serve terms as established by the Board of Commissioners.

**Sec. 90-24. FALSE REPORTS OR FRIVOLOUS COMPLAINTS.**

A. It shall be unlawful for any person to file a false report with the ~~animal control department~~ Animal Services Section or to knowingly provide false information to an animal control officer or Lead Animal Control Officer involving investigation of any reported violation of this Chapter.

B. It shall be unlawful for any person to repeatedly file frivolous or unfounded complaints with the Animal Services Section of the Macon County Health Department in order to intimidate or harass any member of the Animal Services Section of the Macon County Health Department or any animal owner, or to otherwise hinder or interfere with the animal control program.

**Sec 90-25. EFFECTIVE DATE OF THIS ORDINANCE**

The Ordinance shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Upon motion made by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_; this Ordinance was passed, adopted and ordained by the unanimous vote of the Macon County Board of Commissioners on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, at the regular meeting of the Macon County Board of Commissioners.

\_\_\_\_\_  
James P. Tate, Chairman

Attest:

\_\_\_\_\_  
Clerk of the Board of Macon County Commissioners

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** April 10, 2018

**DEPARTMENT/AGENCY:** Governing Board/County Attorney

**SUBJECT MATTER:** Resolution designating a portion of Wayah Road in honor of Dr. Thomas McNish

**COMMENTS/RECOMMENDATION:**

Please see the attached resolution prepared by the County Attorney for the board's consideration that would dedicate a portion of the Wayah Road in honor of Dr. Thomas McNish.

Attachments   1   Yes        No

**Agenda Item 10B**

STATE OF NORTH CAROLINA  
COUNTY OF MACON

RESOLUTION REQUESTING THAT THE NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION DEDICATE A PORTION OF THE WAYAH ROAD IN MACON  
COUNTY IN HONOR OF DR. THOMAS M. McNISH

THAT WHEREAS, Dr. Thomas M. McNish, and his family have long had ties to Macon County, North Carolina; and

WHEREAS, Dr. Thomas M. McNish distinguished himself as a pilot in the United States Air Force during the Vietnam War by having flown 45 combat missions before being shot down over North Vietnam and being taken prisoner of war in 1966; and

WHEREAS, Dr. Thomas M. McNish's internment as a prisoner of war lasted six and one-half years before he was repatriated during Operation Homecoming on March 4, 1973; and

WHEREAS, Dr. Thomas M. McNish's bravery in combat earned him numerous medals including the Silver Star with two oak leaf clusters, the Legion of Merit, the Distinguished Flying Cross, the Bronze Star with "V" device for valor, the Meritorious Service Medal, the Air Medal with four oak leaf clusters, the Air Force Commendation Medal, the Air Force Achievement Medal, the Presidential Unit Citation, the Purple Heart with one oak leaf cluster, the Prisoner of War Medal, the Distinguished Unit Citation, the Vietnam Cross of Gallantry and the Vietnam Service Medal with fifteen campaign stars; and

WHEREAS, Dr. Thomas M. McNish, having survived his ordeal as a prisoner of war, returned to the United States and completed medical school at Emory University School of Medicine in 1978; and

WHEREAS, Dr. Thomas M. McNish, has had a distinguished career in the United States Air Force as hospital commander, aviation accident investigator and has advanced the science of G-force effects on flight crew members; and

WHEREAS, Dr. Thomas M. McNish's life contributions exemplify the United States Air Force's motto of: "Integrity First, Service Before Self, and Excellence in All We Do"; and

WHEREAS, dedicating a portion of the Wayah Road in Macon County in the vicinity of Dr. Thomas M. McNish's family home place located upon Wayah Road would be a small token of appreciation for a man who has served our nation so admirably; and

WHEREAS, the Macon County Board of Commissioners desires to honor Dr. Thomas M.

McNish for his sacrifice and dedication to his country and his community.

NOW THEREFORE, BE IT RESOLVED that the Macon County Board of Commissioners does hereby proclaim and honor Dr. Thomas M. McNish for his bravery, fortitude and service to the United States of America and Macon County; and

BE IT FURTHER RESOLVED that the Macon County Board of Commissioners hereby respectfully request that the North Carolina Department of Transportation dedicate a portion of the Wayah Road in Macon County in the vicinity of of Dr. Thomas M. McNish's family home place located upon Wayah Road in honor of Dr. Thomas M. McNish and further requests that appropriate signage be erected to designate this honor of Dr. Thomas M. McNish.

Read and approved by vote of those members in attendance, and adopted, in this Regular Meeting of the Macon County Board of County Commissioners this the 10<sup>th</sup> day of April, 2018.

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Ronnie Beale, Vice Chairman, Board of  
Commissioners for Macon County

ATTEST:

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Clerk to the Board of Macon County Commissioners

( County Seal )

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** April 10, 2018

**DEPARTMENT/AGENCY:** Fire

**SUBJECT MATTER:** Approval of Mountain Valley Fire Department Fire District Map including a Substation

**COMMENTS/RECOMMENDATION:** Mountain Valley Fire Department has requested to reinstate their substation and revise their district map reflecting the same. The North Carolina Office of State Fire Marshal has changed the inspection requirement for departments from 20 members to 15 members for the main station. The substation requirement has also changed from 8 members to 4 members for the substation. The overall response area will remain unchanged but more residents will be eligible for the benefits of a potentially lower protection class rating if the department successfully completes a rating inspection scheduled for April 23, 2018. A copy of a letter from the department is attached, and a color copy of the district map will be attached separately.

Attachments   2   Yes        No

Agenda Item 11A

Copy

**Mountain Valley Fire Department**

**188 Echo Valley RD**

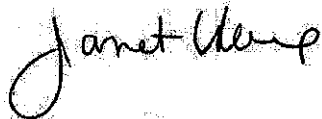
**Franklin NC 28734**

**828-349-3300**

**Dear Warren Cabe,**

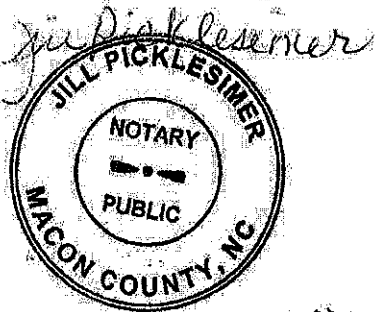
The board of directors has decided they would like to put our current satellite station back to a sub-station. We are requesting this change since the state has changed the requirements. The new requirements are 15 main station and additional 4 at the substation meet this requirement. With 27 active members. Please take this to the next county commissioners meeting for their approval.

**Thank you**



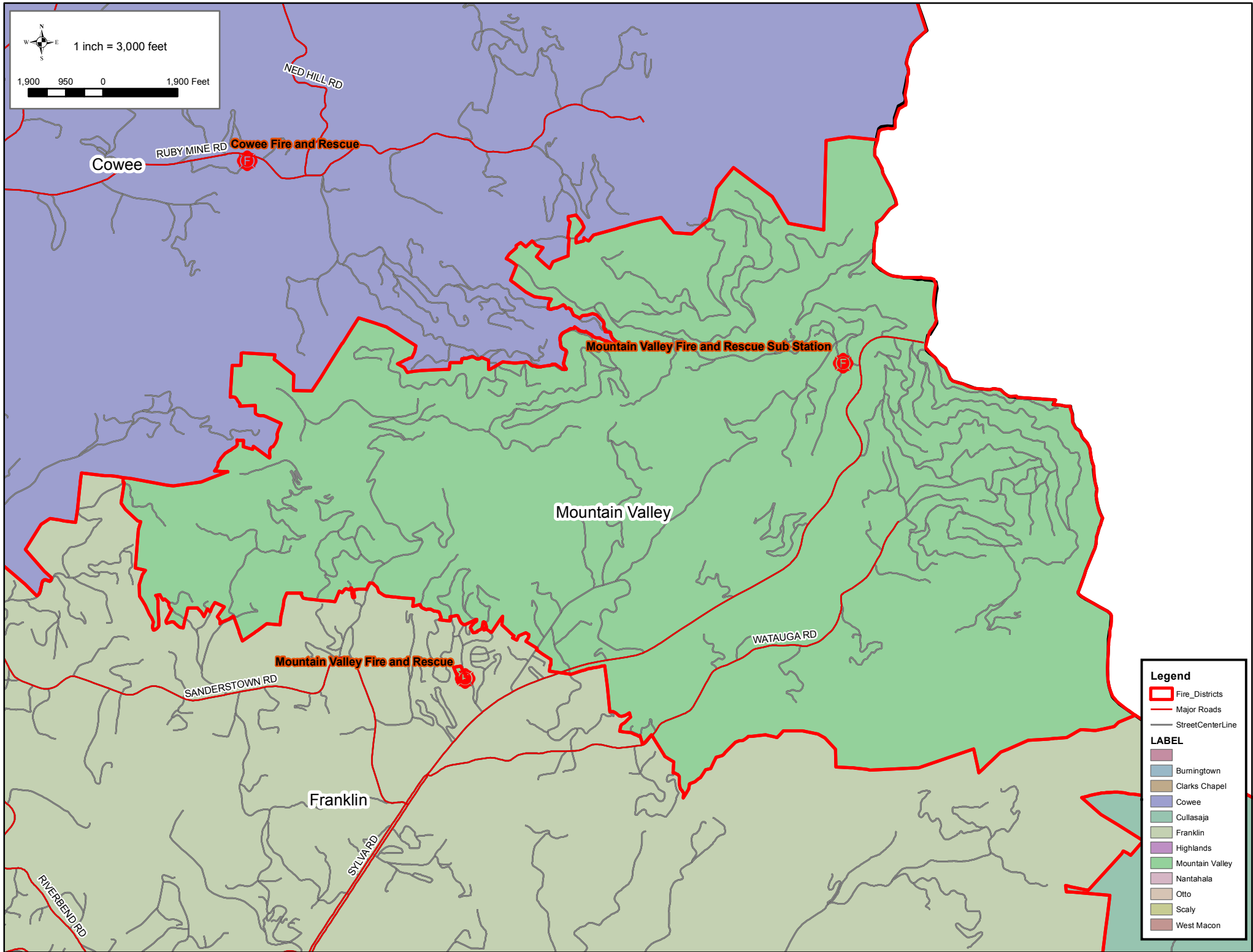
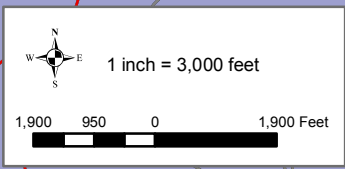
**Janet Clouse**

**President Of the Board**



*My commission expires 1/17/2023*





**Legend**

- Fire\_Districts
- Major Roads
- StreetCenterLine

**LABEL**

- Burmingtown
- Clarks Chapel
- Cowee
- Cullasaja
- Franklin
- Highlands
- Mountain Valley
- Nantahala
- Otto
- Scaly
- West Macon

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** April 10, 2018

**DEPARTMENT/AGENCY:** Community Funding Pool

**SUBJECT MATTER:** FY 2017-18 recommendations

### COMMENTS/RECOMMENDATION:

Please see the attached information from Karen Wallace containing the Community Funding Pool's recommendations for allocating the \$75,000 from the Fiscal Year 2017-18 budget. A total of 17 agencies requested a total of \$129,623 in funding. In her e-mail regarding placement of this item on the agenda, Ms. Wallace wrote, in part, as follows:

I want to note that the task force members have expressed the need for by-laws for the Community Funding Pool. I realize these are under development but it would be helpful to finalize those to provide guidance for future grant cycles. Several task force members are also interested in discussing direct funding by the Board of Commissioners to some of the non-profit agencies.

Ms. Wallace will be at the meeting to provide additional details as needed.

Attachments   2   Yes        No

Agenda Item 11B

## Community Funding Pool recommendations for FY2017-18

Organization and contact information	Project funded	Recommended grant amount
<b>Arts Council of Macon County</b> Jann Ramsey, President PO Box 726, Franklin, NC 28744	Community Arts Programs	\$3,804.00
<b>Community Care Clinic of Franklin, Inc.</b> Barbara Taylor, Executive Director 1830 Lakeside Dr., Franklin, NC 28734	Free Medical Clinic Operations	\$7,739.00
<b>Community Care Clinic of Highlands-Cashiers</b> Jerry Hermanson, Executive Director PO Box 43, Highlands, NC 28741	Prescription Medication Support	\$6,726.00
<b>Highlands Community Child Development Center</b> Joan Hicks, Business Manager PO Box 648, Highlands, NC 28741	Nursery Renovation	\$5,713.00
<b>Kids InterDisciplinary Services, Inc. (KIDS Place)</b> Alisha Ashe, Executive Director PO Box 693, Franklin, NC 28744	Child Abuse Collaborative	\$9,518.00
<b>Literacy Council of Highlands</b> Bonnie Potts, Executive Director 348 South 5 <sup>th</sup> St., Highlands, NC 28741	In-School Tutoring	\$3,544.00
<b>Macon County Humane Society</b> Cathy Howman, President PO Box 81, Franklin, NC 28744	Spay/Neuter, sprinkler system, sick room cages	\$5,635.00
<b>Macon Program for Progress</b> Susie McCoy, Head Start Director PO Box 700, Franklin, NC 28744	Parents as Teachers Program	\$7,718.00
<b>Mountain Mediation Services</b> Lorraine Williams, Executive Director PO Box 1802, Sylva, NC 28779	Macon Mediation Project	\$4,497.00
<b>NAMI - National Alliance on Mental Illness</b> Ann Nandrea, Secretary PO Box 464, Otto, NC 28763	Peer to Peer Series	\$945.00

## Community Funding Pool recommendations for FY2017-18

Organization and contact information	Project funded	Recommended grant amount
<b>REACH of Macon County</b> Andrea Anderson, Services Director PO Box 228, Franklin, NC 28744	<b>Victim Services Project</b>	<b>\$9,175.00</b>
<b>Read2Me</b> Diane Cotton, President PO Box 1362, Franklin, NC 28744	<b>Dolly Parton Imagination Library</b>	<b>\$3,546.00</b>
<b>Teen Challenge of the Smokies</b> Michael Barres, Executive Director PO Box 2157, Franklin, NC 28744	<b>Residential Addiction Recovery Program</b>	<b>\$6,440.00</b>

<b>Total Community Funding Pool amount</b>	<b>13 Projects funded</b>	<b>\$75,000.00</b>
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Total grant requests	17 agencies	\$129,623.00
Total available from Commissioners for CFP	13 agencies	\$75,000.00

Other agencies requesting funds not recommended by Community Funding Pool:

- \*Macon County Art Association
- \*Macon County Fair Associations
- \*Macon New Beginnings
- \*Scottish Tartan Museum

**Macon County Community Funding Pool  
Task Force Evaluations March 20, 2018**

Organization	Requested amount	Recommended amount
Arts Council of Macon Co., community arts programs	\$5,000.00	\$3,804.00
Comm. Care Clinic Franklin, free clinic operations	\$10,000.00	\$7,739.00
Comm. Care Clinic Highlands/Cashiers, prescription meds	\$10,000.00	\$6,726.00
Highlands Community Child Development Center, nursery renovation	\$10,000.00	\$5,713.00
Kids Place, child abuse collaborative	\$10,000.00	\$9,518.00
Literacy Council of Highlands, in-school tutoring	\$5,000.00	\$3,544.00
	\$4,000.00	\$0.00
	\$10,000.00	\$0.00
Macon County Humane Society, Spay/Neuter, sprinkler system, sick room cages	\$10,000.00	\$5,635.00
	\$10,000.00	\$0.00
Macon Program for Progress, Parent as Teachers	\$10,000.00	\$7,718.00
Mountain Mediation, Macon County mediation	\$6,000.00	\$4,497.00
NAMI - National Alliance on Mental Illness, Peer to Peer Series	\$950.00	\$945.00
REACH of Macon Co., victim services project	\$10,000.00	\$9,175.00
Read2Me, Dolly Parton Imagination Library	\$5,000.00	\$3,546.00
	\$3,673.00	\$0.00
Teen Challenge of the Smokies, Residential Addiction Recovery	\$10,000.00	\$6,440.00
<b>Total</b>	<b>\$129,623.00</b>	<b>\$75,000.00</b>

Total grant applications submitted	17
Recommended for funding	13
	4

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** April 10, 2018

**DEPARTMENT/AGENCY:** Finance

**SUBJECT MATTER:** Resolutions regarding South Macon Elementary School

### COMMENTS/RECOMMENDATION:

The Finance Director will have two resolutions for the board's consideration regarding the South Macon Elementary School expansion project. The first, deemed the initial resolution, authorizes the filing of an application for approval of a financing agreement for the \$2,923,674 estimated cost of the project. The second, deemed the reimbursement resolution, declares the county's intent to reimburse itself for the capital expenditures paid in connection with the improvements to the school. Copies of both are attached.

Attachments   2   Yes        No

Agenda Item 11C(1) and 11(C)2

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NC GENERAL STATUTE 160A-20 AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**

*WHEREAS*, the County of Macon, North Carolina (the "County") is a validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "State");

*WHEREAS*, the County has the power, pursuant to the General Statutes of North Carolina to (1) purchase real and personal property, (2) enter into installment purchase contracts in order to finance the purchase of real and personal property used, or to be used, for public purposes, and (3) grant a security interest in some or all of the property purchased to secure repayment of the purchase price;

*WHEREAS*, the Board hereby determines that it is in the best interest of the County to enter into (1) an installment purchase contract (the "Contract") under Section 160A-20 of the General Statutes of North Carolina (the "Act") in order to (a) pay the capital costs of certain additions to South Macon Elementary School (the "Project") and (b) pay certain costs related to the execution and delivery of the Contract and (2) a deed of trust and security agreement (the "Deed of Trust") related to the County's fee simple interest in the real property on which the Project is located (the "Site") to provide security for the County's obligations under the Contract;

*WHEREAS*, the County hereby determines that the financing of the Project is essential to the County's proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the Project provides an essential use and permits the County to carry out public functions that it is authorized by law to perform; and that entering into the Contract and the Deed of Trust is necessary and expedient for the County by virtue of the findings presented herein;

*WHEREAS*, the County hereby determines that the Contract allows the County to finance the Project and take title thereto at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the County;

*WHEREAS*, the County hereby determines that the estimated cost of financing the Project is an aggregate principal amount not to exceed \$2,923,674 and that such cost of financing the Project exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

*WHEREAS*, the County hereby determines that the cost of financing the Project pursuant to the Contract and the Deed of Trust and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of financing the Project; and (3) no revenues are produced by the Project so as to permit a revenue bond financing;

*WHEREAS*, the County has determined and hereby determines that the estimated cost of financing the Project pursuant to the Contract reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

*WHEREAS*, the County does not anticipate a future property tax increase solely to pay installment payments falling due under the Contract;

*WHEREAS*, no deficiency judgment may be rendered against the County in any action for its breach of the Contract, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any moneys due under the Contract;

*WHEREAS*, the County is not in default under any of its debt service obligations;

*WHEREAS*, the County's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the County has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget Ordinance;

*WHEREAS*, past audit reports of the County indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the County has not been censured by the North Carolina Local Government Commission (the "LGC"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

*WHEREAS*, approval of the LGC with respect to entering the Contract must be received; and

*WHEREAS*, the County hereby determines that all findings, conclusions and determinations of the County in this Resolution are subject to modification or affirmation after all interested parties have been afforded the opportunity to present their comments at a public hearing regarding the execution and delivery of the Contract, the Deed of Trust and the Project to be financed thereby.

*NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MACON, NORTH CAROLINA, AS FOLLOWS:*

Section 1. ***Authorization to Negotiate the Contract.*** The County Manager and the Finance Director, with advice from the County Attorney, are hereby authorized and directed (a) to negotiate on behalf of the County for the financing of the Project for an aggregate principal amount not to exceed \$2,923,674 under the Contract to be entered into in accordance with the provisions of the Act and (b) to provide in connection with the Contract, as security for the County's obligations thereunder, the Deed of Trust conveying a lien and interest in the Site, including the improvements thereon, as may be required by the entity or entities, or their respective assigns, providing the funds to the County under the Contract.

Section 2. ***Application to LGC.*** The Finance Director or her designee is hereby directed to file with the LGC an application for its approval of the Contract and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the County and its financial condition as may be required by the LGC.

Section 3. ***Solicit Proposals from Banks.*** The Finance Director or her designee is hereby directed to solicit proposals from banks and other financial institutions for the financing of the Project.

Section 4. ***Repealer.*** All motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 5. ***Effective Date.*** This Resolution is effective on the date of its adoption.



Adopted this 10<sup>th</sup> day of April, 2018.

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James P. Tate, Chairman

ATTEST:

(SEAL)

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Clerk to the Board

**RESOLUTION OF THE COUNTY OF MACON, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF MACON, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES PAID IN CONNECTION WITH CERTAIN IMPROVEMENTS TO SOUTH MACON ELEMENTARY SCHOOL FROM THE PROCEEDS OF A CERTAIN INSTALLMENT PURCHASE CONTRACT TO BE EXECUTED AND DELIVERED IN CALENDAR YEAR 2018**

**WHEREAS**, the Board of Commissioners of the County of Macon, North Carolina ("*County*") has determined that it is in the best interest of the County to pay the capital costs of certain improvements to South Macon Elementary School (the "*Project*");

**WHEREAS**, the County presently intends to finance all or a portion of the costs of the Project with proceeds from an installment purchase contract and reasonably expects to execute and deliver its installment purchase contract (the "*Obligations*") to finance, or to reimburse itself for, all or a portion of the costs of the Project; and

**WHEREAS**, the County desires to proceed with the Project and will incur and pay certain expenditures in connection with the Project prior to the date of execution and delivery of the Obligations (the "*Original Expenditures*"), such Original Expenditures to be paid for originally from a source other than the proceeds of the Obligations, and the County intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Obligations to be executed and delivered at a date occurring after the dates of such Original Expenditures;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the County of Macon, North Carolina as follows:

Section 1. ***Official Declaration of Intent.*** The County presently intends, and reasonably expects, to reimburse itself for the Original Expenditures paid by the County on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The County reasonably expects to execute and deliver the Obligations to finance all or a portion of the costs of the Project and the maximum principal amount of Obligations expected to be executed and delivered by County to pay for all or a portion of the costs of the Project to be reimbursed is \$2,923,674.

Section 2. ***Compliance with Regulations.*** The County adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the County's intent to reimburse itself for the Original Expenditures from proceeds of the Obligations.

Section 3. ***Itemization of Capital Expenditures.*** The Finance Director of the County, with advice from the county attorney, is hereby authorized, directed and designated to act on behalf of the County in determining and itemizing all of the Original Expenditures paid by the County in connection with the Project during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of execution and delivery of the Obligations.

Section 4. ***Effective Date.*** This Resolution is effective immediately on the date of its adoption.

Adopted this 10<sup>th</sup> day of April, 2018.

---

James P. Tate, Chairman

ATTEST:

(SEAL)

---

Clerk to the Board

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** April 10, 2018

**DEPARTMENT/AGENCY:** Finance

**SUBJECT MATTER:** Lottery Fund Request

### COMMENTS/RECOMMENDATION:

Please see the attached document outlining the county's request for \$297,259.24 from the North Carolina Education Lottery. The Finance Director is seeking approval of this application, which also requires the approval of the Macon County Board of Education.

Attachments   1   Yes        No

Agenda Item 11D

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

County: Macon

Contact Person: Lori M. Hall

LEA: 560

Title: Finance Director

Address: 5 W Main St, Franklin, NC 28734

Phone: 828-349-2027

Project Title: 2017-18 Debt Service

Location: Various

Type of Facility: School Facility

North Carolina General Statutes Chapter 18C provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2(d) has been amended to include the following:

- (3) No county shall have to provide matching funds.
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: \_\_\_\_\_

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	_____
Repair _____	_____
Debt Payment / Bond Payment _____	297,259.24
<b>TOTAL _____</b>	<b>\$ 297,259.24</b>

Estimated Project Beginning Date: \_\_\_\_\_ Est. Project Completion Date: \_\_\_\_\_

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 297,259.24 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

\_\_\_\_\_  
(Signature — Chair, County Commissioners)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature — Chair, Board of Education)

\_\_\_\_\_  
(Date)

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** April 10, 2018

**DEPARTMENT/AGENCY:** Governing Board/County Attorney

**SUBJECT MATTER:** Lease with Town of Franklin regarding gazebo property

### COMMENTS/RECOMMENDATION:

Please see the attached copy of a revised lease agreement between the county and the Town of Franklin regarding the gazebo property located on the town square. The existing 20-year agreement between the town and county expires on May 5, 2018, and the town's attorney, John F. Henning, Jr., has prepared an updated agreement seeking a 30-year lease, which the County Attorney has reviewed and he will share his thoughts with you in greater detail at the meeting.

Attachments   1   Yes        No

Agenda Item 11E

**LEASE**

by and between

**COUNTY OF MACON, NORTH CAROLINA**

as Lessor

and

**THE TOWN OF FRANKLIN, NORTH CAROLINA**

as Lessee

Dated as of May 1, 2018

After recording, please return to:  
Chester Jones  
122 West Boulevard  
Franklin, NC 28734

This document was prepared by:  
John F. Henning, Jr.  
A Licensed North Carolina Attorney  
Campbell Shatley, PLLC  
674 Merrimon Avenue, Suite 210  
Asheville, NC 28804

## LEASE

**THIS LEASE** is dated as of May 1, 2018 and entered into by and between the **COUNTY OF MACON, NORTH CAROLINA**, a body politic and corporate of the State of North Carolina having its principal offices located at 5 West Main Street, Franklin, North Carolina, as lessor (the "**County**"), and the **TOWN OF FRANKLIN, NORTH CAROLINA**, a body politic and corporate of the State of North Carolina having its principal offices at 95 East Main Street, Franklin, North Carolina (the "**Town**"), and collectively the "**Parties**").

### WITNESSETH:

**WHEREAS**, the County is the owner of that property known as the "County Square" as described in Exhibit A, attached hereto and made a part hereof, (the "**Site**"); and

**WHEREAS**, the County and Town previously entered into a lease agreement dated May 5, 1998 by which the County deed the site to the Town for a term of twenty (20) years; and

**WHEREAS**, the Town intends to continue its activities upon and maintenance of the Site, the County is willing to permit the Town to continue the same, and the Parties now wish to restate their rights, duties, and obligations with respect to the Site;

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

### ARTICLE I DEFINITIONS; RULE OF CONSTRUCTION

All capitalized terms used in this Lease and not otherwise defined herein have the meanings assigned to them in the Contract and the Deed of Trust, unless the context clearly requires otherwise. In addition, the following terms have the meanings specified below, unless the context clearly requires otherwise:

"**Town Representative**" means the Town's Mayor, Town Manager, Finance Officer or any other person at the time designated, by a written certificate furnished to the County and signed on the Town's behalf by its Mayor or Town Manager, to act on the Town's behalf for the purpose of performing any act under this Lease.

"**County Representative**" means the Chairman of the Board of Commissioners of the County, the County Manager or the Finance Director or any person at the time designated, by a written certificate furnished to the Town and signed on the County's behalf by its County Manager, to act on the County's behalf for the purpose of performing any act under this Lease.

"**Lease**" means this Lease dated as of May 1, 2018 between the County and the Town, as it may be duly amended.

"**Lease Term**" means the term of this Lease as determined under Article IV.

"**Lease Year**" means, initially, from the Closing Date through June 30, 2013, and, thereafter, means the twelve-month period of each year commencing on July 1 and ending on the next June 30.



"Leased Property" means, collectively, the Site, as described in Exhibit A, and the improvements thereon.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

## ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

The County and the Town each represent, covenant and warrant for the other's benefit as follows:

(a) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, results or will result in a breach of the terms, conditions and provisions of any agreement or instrument to which either is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(b) To the knowledge of each party, there is no litigation or proceeding pending or threatened against such party (or against any other person) affecting the rights of such party to execute or deliver this Lease or to comply with its obligations under this Lease. Neither the execution and delivery of this Lease by such party, nor compliance by such party with its obligations under this Lease, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

## ARTICLE III DEMISING CLAUSE

The County hereby leases the Leased Property to the Town and the Town hereby leases the Leased Property from the County, in accordance with the provisions of this Lease, to have and to hold for the Lease Term.

## ARTICLE IV LEASE TERM

**Section 4.1. Commencement.** The Lease Term commences on May 1, 2018. The Parties agree that the prior lease dated May 5, 1998 is terminated and shall be of no further effect from the date this Lease Term commences.

**Section 4.2 Termination.** The Lease Term terminates on the earlier of the following dates or events:

- (a) at midnight on May 30, 2048; or
- (b) upon 180 days' written notice of termination delivered by either Party to the other.

## ARTICLE V QUIET ENJOYMENT

{CS: 00051431.DOC }3

**Section 5.1 *Quiet Enjoyment; Transfer.*** The County hereby covenants that the Town shall, during the Lease Term, peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County shall not interfere with the quiet use and enjoyment of the Leased Property during the Lease Term. The County shall, at the Town's request, join and cooperate fully in any legal action in which the Town asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the Town may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property, and shall be joined (to the extent legally possible, and at the Town's expense) in any action affecting its liabilities hereunder.

**Section 5.2 *Entry and Inspection.*** The provisions of this Article are subject to rights of the County to enter upon and inspect the Leased Property at any reasonable time.

#### **ARTICLE VI CONSIDERATION FOR LEASE**

**Section 6.1 *Use of Leased Property; Assumption of Obligations.*** The Town hereby agrees to use the Leased Property for public purposes, and shall not limit the entry or use thereof by the general public on the basis of race, color, creed, gender, national origin, or any other discriminatory basis. In addition, in consideration of its rights under this Lease, the Town undertakes the obligations imposed on it hereunder, including those imposed by Section 8.1.

**Section 6.2 *Payments.*** In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term, the Town hereby agrees to pay to the County annual rent in the amount of \$1.00 payable in advance on the date the lease Commences (receipt of which is hereby acknowledged) and on the first day of each Lease Year thereafter.

#### **ARTICLE VII CERTAIN COVENANTS**

**Section 7.1 *Possession.*** The Town shall take possession of the Leased Property on the date of delivery of this Lease.

**Section 7.2 *Maintenance, Repair, Taxes and Assessments.***

(a) ***Maintenance; Repair.*** The Town shall use, or cause to be used, the Leased Property in a careful and proper manner, in compliance with all applicable laws and regulations, and, at its sole expense, shall service, repair, maintain and insure the Leased Property, or cause such to be serviced, repaired, maintained and insured, as applicable. The Town shall continually maintain customary insurance on the Leased Property, to include the following: (1) all-risk, fire, casualty and extended coverage insurance covering the Leased Property in an amount not less than one hundred percent of the full insurable replacement thereof, as the same may from time to time be determined, including any improvements, alterations, and additions; and (2) comprehensive general liability insurance in an amount customarily maintained by the Town, which policy shall be endorsed to include Macon County, its officers, employees and agents as Additional Insured.

(b) ***Taxes and Assessments.*** The Town shall also pay, or cause to be paid, all taxes and assessments, including, but not limited to, utility charges, of any type or nature levied, assessed or charged against any portion of the Leased Property, provided that with respect to special assessments or

other governmental charges that may lawfully be paid in installments over a period of years, the Town shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) *Contests.* The Town may, at its sole expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, if any such contest occurs, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, but before such nonpayment it shall consult with the County and, if the County requires, furnish the County with the opinion of a counsel acceptable to the County, to the effect that, by nonpayment of any such items, the interest of the County in the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. The County will cooperate fully in such contest on the request and at the expense of the Town.

### **Section 7.3     *Modification of Leased Property, Liens.***

(a) *Additions, Modifications and Improvements.* The Town shall, at its own expense, have the right to make, or cause to be made, additions, modifications and improvements to any portion of the Leased Property if such addition, modifications or improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. The Parties may enter into an agreement by which they provide jointly for the improvement of the Leased Property for public purposes, which may establish rights, responsibilities, or rights of ownership that differ from this section; in such event, the Parties agree that this section will be amended accordingly.

(b) *Liens.* The Town will not permit any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Town under this Section, but if any such lien is filed or established and the Town first notifies, or causes to be notified, the County of the Town's intention to do so, the Town may in good faith contest any lien filed or established against the Leased Property and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the County with full security against any loss or forfeiture which might arise from the nonpayment of any such item. The County will cooperate fully in any such contest on the request and at the expense of the Town.

Except as provided in this Article and except as the County may consent thereto, which consent shall not be unreasonably withheld, the Town shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than the respective rights of the Town and the County as herein provided. Except as provided in this Article, the Town shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which it is responsible, if the same shall arise at any time; provided that the Town may contest such liens, charges, encumbrances, or claims if it desires to do so. The Town shall reimburse the County for any expense incurred by the County in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

**Section 7.4     *County's Cooperation.*** The County shall cooperate fully with the Town in filing any proof of loss or taking any other action under this Lease. Neither the County nor the Town may voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Leased Property without the other's written consent.

**Section 7.5** *Advances; Performance of Obligations.* If the Town fails to take any action required of it under this Lease, then the County may (but is under no obligation to) perform such obligation. The Town agrees to reimburse the County for its costs incurred in connection with performing such obligation.

**ARTICLE VIII  
DISCLAIMER OF WARRANTIES; OTHER COVENANTS**

**Section 8.1** *Disclaimer of Warranties.* THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR A PARTICULAR USE OF THE LEASED PROPERTY OR ANY PART THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PART THEREOF. The County is not liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by anyone of any item, product or service provided for herein.

**Section 8.2** *Further Assurances; Corrective Instruments.* The Town and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

**Section 8.3** *Town and County Representatives.* Whenever under the provisions hereof the approval of the Town or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request is to be given for the Town by the Town Representative and for the County by the County Representative, and the Town and the County are authorized to act on any such approval or request of such representative of the other.

**Section 8.4** *Compliance with Requirements.* During the Lease Term, the Town and the County shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies' written policies covering the Leased Property or any portion thereof.

**ARTICLE IX  
TITLE TO LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES**

Except for personal property purchased by the Town at its own expense, any and all additions and modifications to or replacements of any portion of the Leased Property shall become a part of the said property, except as the Parties may agree to the contrary in a future written agreement. This section shall apply notwithstanding (a) the occurrence of any event of damage, destruction, condemnation or construction or title defect; or (b) the violation by the County of any provision of this Lease. The County will not transfer any portion of the Leased Property to any party, other than the Town, or voluntarily create any liens or encumbrances on any portion of the Leased Property without the Town's consent.

The Town has no right, title or interest in the Leased Property or any additions and modifications to or replacements of any portion of the Leased Property, except as expressly set forth in this Lease or as the Parties shall hereafter agree in a future written agreement.

**ARTICLE X**  
**SUBLEASING AND INDEMNIFICATION**

**Section 10.1 *Town's Subleasing.*** The Town may not assign or sublease the Leased Property, in whole or in part, without the prior written consent of the County.

**Section 10.2 *Indemnification.*** To the extent permitted by law, the Town agrees to indemnify and save the County, its officers, employees and agents harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the operation or management of the Leased Property by the Town during the Lease Term, including any claims arising from: (a) any condition of the Leased Property, (b) any act of negligence of the Town or of any of its agents, contractors or employees or any violation of law by the Town or breach of any covenant or warranty by the Town hereunder; or (c) the incurrence of any cost or expense in connection with the construction and other accomplishment of the renovations to the Property. The Town further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto. The Parties agree to notify each other promptly upon notice obtained by either Party of any action or proceeding brought in connection with any claims arising out of circumstances described in (a), (b) or (c) above.

**ARTICLE XI**  
**EVENTS OF DEFAULT**

**Section 11.1 *Events of Default.*** Each of the following is an "*Event of Default*" under this Lease and the term "*Default*" means, whenever it is used in this Lease, any one or more of the following events:

(a) The Town's or the County's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the defaulting party by the non-defaulting party, unless the non-defaulting party agrees in writing to an extension of such time before its expiration; but if the failure stated in such notice cannot be corrected within the applicable period, the non-defaulting party shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the defaulting party within the applicable period and diligently pursued until such failure is corrected and, further, if by reason of any event or occurrence constituting force majeure the defaulting party is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations contained in Section 6.2 or ~~8.1~~ hereof), the defaulting party shall not be deemed in default during the continuance of such event or occurrence.

(b) The dissolution or liquidation of the Town or the County or the voluntary initiation by the Town or the County of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Town or the County of any such proceeding which shall remain undismissed for 60 days, or the entry by the Town or the County into an agreement of composition with creditors or the Town's or the County's failure generally to pay its debts as they become due.

**Section 11.2 *Remedies on Default.*** Whenever any Event of Default has happened and is continuing, the non-defaulting party may terminate this Lease or take whatever action at law or in equity

may appear necessary or desirable, including the appointment of a receiver, to collect the amounts then due, or to enforce performance and observance of any obligation, agreement or covenants under this Lease.

**Section 11.3 *No Remedy Exclusive.*** No remedy herein conferred on or reserved is intended to be exclusive, and every such remedy is cumulative and in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing on any default impairs any such right or power, and any such right and power may be exercised from time to time as may be deemed expedient. It is not necessary to give any notice in order to be entitled to exercise any remedy reserved in this Article XI, other than such notice as may be required in this Article XI.

**Section 11.4 *Waivers.*** If any agreement contained herein is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder. A waiver of an event of default under the Contract shall constitute a waiver of any corresponding Event of Default under this Lease; provided that no such waiver shall extend to or affect any subsequent or other Event of Default under this Lease or impair any right consequent thereon.

**Section 11.5 *Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws.*** The Town and County agree, to the extent permitted by law, that in the case of a termination of the Lease Term by reason of an Event of Default, neither the Town nor the County nor any one claiming through or under either of them shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of any remedy provided hereunder; and the Town and the County, for themselves and all who may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of such laws.

## ARTICLE XII MISCELLANEOUS

**Section 12.1 *Notices.*** All notices, certificates or other communications hereunder are sufficiently given if given by United States mail in certified form, postage prepaid, and will be deemed to have been received five Business Days (as defined in the Indenture) after deposit in the United States mail in certified form, postage prepaid, as follows:

- (a) If intended for the County, addressed to it at the following address:

County of Macon, North Carolina  
5 West Main Street  
Courthouse  
Franklin, North Carolina 28734  
Attention: Finance Director

(b) If intended for the Town, addressed to it at the following address:

Town of Franklin  
95 E. Main Street  
Franklin, North Carolina 28734  
Attention: Town Manager

**Section 12.2 *Binding Effect.*** This Lease is binding on and inures to the benefit of the Town and the County, subject, however, to the limitations contained in Article XI.

**Section 12.3 *Net Lease.*** This Lease is a “net lease,” and the Town shall pay absolutely net during the Lease Term all other payments required hereunder, free of any deductions, and without abatement or setoff.

**Section 12.4 *Payments Due on Non-Business Days.*** If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding day that is a Business Day with the same force and effect as if done on the nominal date provided in this Lease.

**Section 12.5 *Severability.*** If any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Leased Property, is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 12.6 *Execution in Counterparts.*** This Lease may be simultaneously executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

**Section 12.7 *Applicable Law.*** This Lease is governed by and to be construed in accordance with the laws of the State of North Carolina.

**Section 12.8 *Captions.*** The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

**Section 12.9. *Amendments and Further Instruments.*** The County and the Town may, from time to time, execute and deliver such amendments to this Lease and such further instruments as may be required or desired for carrying out the expressed intention of this Lease.

**Section 12.10 *Memorandum of Lease.*** The County and the Town shall, on or before the Closing Date, file this Lease or a memorandum of this Lease legally sufficient to comply with the relevant provisions of the North Carolina General Statutes with the Macon County Register of Deeds.

**Section 12.11 *Subordinate to Deed of Trust.*** This Lease is subordinate to the Deed of Trust.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, all as of the day and year first above written.

COUNTY OF MACON, NORTH CAROLINA

By: \_\_\_\_\_  
James P. Tate  
Chairman, Board of Commissioners

[SEAL]

Attest:

\_\_\_\_\_  
Derek Roland  
Clerk to the Board of Commissioners

STATE OF NORTH CAROLINA )  
  )  
COUNTY OF MACON                  )

I, a Notary Public of the County and State aforesaid, certify that Derek Roland (the "Signatory") personally came before me this day and acknowledged that he is the Clerk to the Board of Commissioners for the County of Macon, North Carolina and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chairman of the Board of Commissioners of the County of Macon, North Carolina and attested by him as Clerk to said Board of Commissioners.

I certify that the Signatory personally appeared before me this day, and  
(check one of the following)

\_\_\_\_\_(I have personal knowledge of the identity of the Signatory); or

\_\_\_\_\_(I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:  
(check one of the following)  
\_\_\_\_ a driver's license or  
\_\_\_\_ in the form of \_\_\_\_\_); or

\_\_\_\_\_(a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
Print: Name: \_\_\_\_\_  
[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL] (MUST BE FULLY LEGIBLE)

[COUNTERPART SIGNATURE PAGE TO THE LEASE]





**EXHIBIT A**

**LEGAL DESCRIPTION OF THE LEASED PROPERTY**

[To be inserted]

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** April 10, 2018

**DEPARTMENT/AGENCY:** Grand Finale Entertainment, LLC

**SUBJECT MATTER:** June 2, 2018 fireworks display

**COMMENTS/RECOMMENDATION:**

Please see the attached application and supporting documentation for a fireworks show scheduled for June 2, 2018 at the Old Edwards Inn Rockwood Lodge in Highlands, NC.

Attachments   1   Yes        No

**Agenda Item 11F**

March 8, 2017

Mr. Jimmy Teem  
Macon County Fire Marshal  
104 East Main Street  
Franklin, NC 28734



RE: June 2, 2018 outdoor fireworks permit request

Dear Mr. Teem:

My name is James Fish and I'm the president of a professional fireworks display company based in Greenville, SC called Grand Finale Entertainment, LLC. I'm writing to submit this request for permit to conduct an outdoor fireworks display on Saturday, June 2, 2018 at Old Edwards Inn Rockwood Lodge: 1900 Hickory Knut Gap Rd. Highlands, NC 28741. This fireworks show is for a private wedding reception.

My company invented a new fireworks solution called ***Vivid, The Fireworks Show In A Box!*** ViViD is custom made for smaller events with minimal impact on surrounding communities and resources. ViViD reduces the historical challenges with fireworks such as space, cost, logistics, debris, noise, and environmental impact. Here is our website if you would like to see more information [www.vividfireworksbox.com](http://www.vividfireworksbox.com)

Grand Finale Entertainment, LLC is a fully licensed and insured fireworks operation that meets all local and federal requirements and abides by all codes set forth in the National Fire Protection Agency's 1123 guidelines for fireworks displays. We insure every show with \$2 million in liability coverage and have fully licensed NC pyrotechnicians on staff. I will include Macon County NC Commissioner's Office as additionally insured for this event.

I respectfully submit this letter and the attached documents for your consideration. We would greatly appreciate your approval and guidance presenting this permit request to the next Macon County Commissioners' Monthly Meeting. Thank you very much for your consideration. Please let me know when you approve and the next steps.

Sincerely,

A handwritten signature in black ink, appearing to read "James Fish".

James Fish  
Founder & President  
Grand Finale Entertainment, LLC  
(864) 256-1694

**APPLICATION FOR PERMIT TO EXHIBIT, USE AND/OR DISCHARGE  
PYROTECHNICS FOR CONCERT OR PUBLIC EXHIBITION**

1. Display Operator/Applicant's full name and address: William Alexander  
5431 Deadfall Rd., Silverstreet, SC 29145 (Display Operator for Grand Finale Entertainment, LLC)
2. Has the Display Operator/Applicant been issued a display operator license under N.C. Gen. Stat. § 58-82A-3 and does the same remain in effect? Yes. Attach copy.
3. Place of proposed public exhibition: June 2 2018 Old Edwards Inn Rockwood Lodge: 1900 Hickory Knut Gap Rd. Highlands, NC 28741
4. Will the exhibition be indoor? No. If so, additional rules apply.
5. Will the proposed exhibition be in connection with concerts or public exhibitions, such as fairs, carnivals, shows of all descriptions and/or public celebrations? No. If so, which:  
\_\_\_\_\_.
6. Will the proposed exhibition be used for any other purpose? Yes. If so, what? Private wedding.
7. Does the Display Operator/Applicant have insurance in the amount of at least five hundred thousand dollars (\$500,000) or the minimum amount required by the North Carolina Building Code pursuant to N.C. Gen. Stat. § 143-138(e), whichever is greater? Yes \$2 million  
Attach full copy of the same. See attached certificate of insurance)
8. The names of all Individual(s) who are to exhibit, use, handle or discharge pyrotechnics in connection with the concert or public exhibit: William Alexander  
\_\_\_\_\_.
9. Have all persons identified in #8 above completed training and licensing required under Article 82A of Chapter 58 of the North Carolina General Statutes? Yes.
10. Will the display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, be present at the concert or public exhibition? Yes.
11. Will the display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, personally direct all aspects of exhibiting, using, handling, or discharging the pyrotechnics? Yes.
12. Does Display Operator/Applicant have all necessary permissions from the property owner of the lands where the display will take place? Yes.

I certify under penalty of perjury that the responses to the above are truthful all respects.

This the 8th day of March, 2018.

James Fish Founder & CEO of Grand Finale  
Entertainment, LLC  
Display Operator/Applicant





**Event:**

Austin & Silver wedding

**Event Date:**

June 2, 2018

**Show Time:**

10:00 PM

**Show Location:**

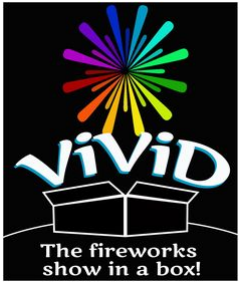
Rockwood Lodge, OEI  
1900 Hickory Knut Gap  
Rd Highlands, NC 28741

**Contact**

Jamey Fish  
(864) 256-1694  
[www.vividfireworksbox.com](http://www.vividfireworksbox.com)







# ViViD Fireworks Product Device Description

## Old Edwards Inn Rockwood Lodge

### June 2, 2018

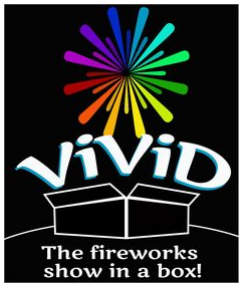
- **Fireworks to be used in this show:**

- Only 1.4G Consumer UN0336 Class-C fireworks
- Total quantity of fireworks to be used estimated at 66 devices
- Types of fireworks to be used: **NO** aerial bursts or splitting devices in the sky – only fountains/gerbs, strobes, wheels, comets, mines will be used. All 1.4G Consumer Class-C devices.
- No plastic or metal mortar racks will be used in this show

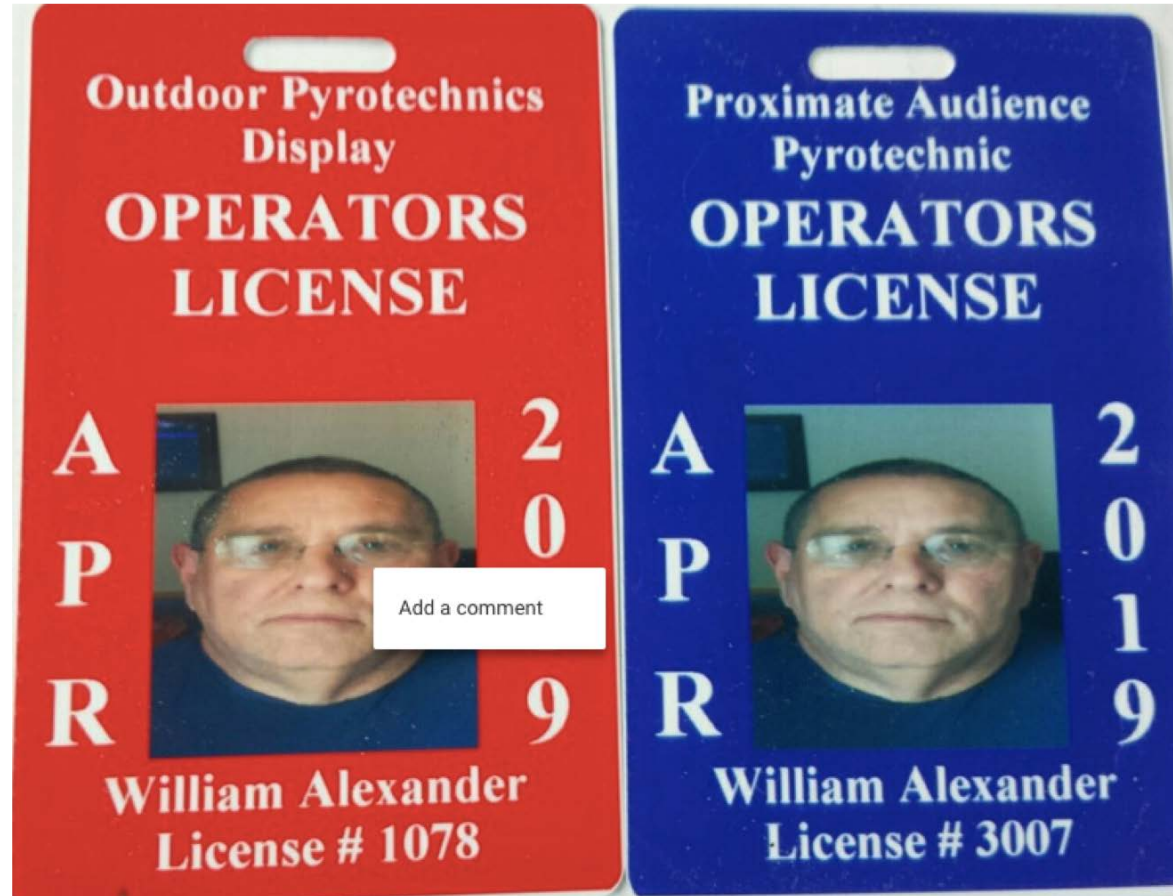
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### **Some show logistical notes:**

- Fireworks show time estimated to be 10:00 PM Sat., June 2, 2018
- This show will only require about :15 minutes of set up time prior to shoot time
- Show duration approximately 7-8 minutes
- Clean up post show is approximately :60 minutes
- Storage of fireworks prior to show will be enclosed in corrugated boxes locked in a secure transport vehicle located inside the specified firing site, staffed and monitored at all times
- Post show site inspection will include a thorough walk through the property to clear debris and/or remove any remaining un-detonated devices



## Lead Pyrotechnic Operator





# CERTIFICATE OF INSURANCE

ISSUE DATE 3/8/2018

**PRODUCER**  
 PROFESSIONAL PROGRAM INSURANCE BROKERAGE  
 371 BEL MARIN KEYS BLVD., SUITE 220  
 NOVATO CA, 94949-5662

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURER(S) AFFORDING COVERAGE**

**INSURER A:** LLOYD'S OF LONDON

**INSURED**  
 Grand Finale Entertainment, LLC  
 DBA: ViViD Fireworks Show In A Box!  
 103 Kenton Court  
 Simpsonville, SC 29681

**INSURER B:**

**INSURER C:**

**INSURER D:**

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY CLAIMS MADE</b>  GEN'L AGGREGATE LIMIT APPLIES PER POLICY	PY/18-0003	01/11/2018	01/11/2019	EACH ACCIDENT	\$ 2,000,000
					MEDICAL EXP (Any one person)	\$
					FIRE LEGAL LIABILITY	\$ 50,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS-COMP/OPS AGG	\$
	<b>AUTOMOBILE LIABILITY</b> — ANY AUTO = ANY OWNED AUTOS   SCHEDULED AUTOS   HIRED AUTOS   NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
					EACH ACCIDENT	\$
	<b>EXCESS LIABILITY FOLLOWING FORM</b>				AGGREGATE	\$
					EACH ACCIDENT	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS	\$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Stephen Silver (sponsor) Old Edwards Inn; and Macon County, NC Commissioners Office are Additional Insured as respects the 1.4 G Class C aerial fireworks display on June 2, 2018 located at 1900 Hickory Knut Gap Rd. Highlands, NC 28741.

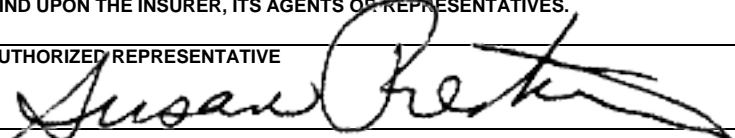
**CERTIFICATE HOLDER**

Stephen Silver  
 244 W 72nd St apt PHF  
 New York, NY 10023

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** April 10, 2018

**DEPARTMENT/AGENCY:** Governing Board

**SUBJECT MATTER:** Consent Agenda

### DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

- A. **Minutes** – Consideration of the minutes from the March 13, 2018 regular meeting, per Attachment 12A.
- B. **Finance** – Consideration of budget amendments #162 through #166, plus Budget Amendment #170, per Attachment 12B.
- C. **Tax releases** – Consideration of tax releases for March 2018 in the amount of \$5,121.56, per Attachment 12C.
- D. **Grant Project Ordinance for Duke Energy's 2017 Helping Home Fund** – Consideration of project ordinance, per Attachment 12D.
- E. **Grant Project Ordinance Amendment for PNC Healthy Housing Energy & Neighborhood Beautification Improvement Program** – Consideration of project ordinance amendment, per Attachment 12E.
- F. **Ad valorem tax collection report** – No action is necessary. Attachment 12F.

### COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

Attachments   X   Yes        No

Agenda Item 12 (A) (B) (C) (D) (E) (F)

**MACON COUNTY BOARD OF COMMISSIONERS**  
**MARCH 13, 2018**  
**MINUTES**

Chairman Tate called the meeting to order at 6:00 p.m. and welcomed those in attendance. All Board Members, the County Manager, Deputy Clerk, Finance Director, County Attorney, members of the news media and interested citizens were present.

**ANNOUNCEMENTS:** Chairman Tate pointed out that there were some issues with the audio system in the boardroom and asked members of the audience to let him know if they could not hear the discussion clearly. He also recognized the many military veterans attending the meeting. Commissioner Beale announced that there would be a meeting entitled "No Wrong Door" to be held March 27 from 11 a.m. to 4 p.m. at the Entegra Bank headquarters building. He said county departments such as the sheriff's and social services would have representatives on hand to help residents "know where to go when you need help" and that the public was welcome to attend. Chairman Tate noted that he, Commissioner Beale and the County Manager attended the recent National Association of Counties (NACo) conference in Washington, D.C., where he said they gathered lots of useful information and made many contacts. Chairman Tate said he had a good conversation with a commissioner from a county in northern Wisconsin that was similar to Macon County in that it had lots of national forest land and seasonal population shifts.

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

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

**PUBLIC COMMENT PERIOD:** **Narelle Kirkland** told the board that the county's senior citizens need a safe place to bicycle, walk and enjoy nature, then listed a number of county facilities that had been improved recently. She said the Little Tennessee River Greenway has five areas that need attention, and implored the board to attend to those, stating she had spoken to the commissioners a year ago on the same topic. **Donald Herring** asked why improvements to the Macon County Airport were not done all at one time, and

questioned why the runway was being lengthened again. Chairman Tate explained that the county used Federal Aviation Administration (FAA) funds to pay for 90 percent of the projects accompanied by a 10 percent county match, and so any improvements come about when those funds become available. Mr. Herring went on to question how much growth the airport needed, saying it is "not gonna be Asheville or Charlotte in our lifetime, nor do we want it to be." He also questioned why the minutes of the airport authority meetings were no longer posted on the authority's website. Commissioner Gillespie encouraged Mr. Herring to attend the authority's next meeting on March 20<sup>th</sup>. **Howell Jacobs** thanked Commissioner Higdon and the County Manager for their recent visit to the Nantahala community and for answering some questions. Noting that it was budget time, he said the board members have "heard about stuff we'd like to have," and asked them to "vote our way this time." **David Watters** said that he was a member of the Franklin Garden Club and wants to repair the clock on the clock tower located on the town square. He stated, "I can fix it," and asked permission to do so. The County Manager agreed to meet with Mr. Waters about the project and suggested having county maintenance staff available to assist him with the repairs.

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

- To add a presentation by Judy Paxton regarding naming a portion of Wayah Road for Dr. Thomas McNish as the new Item 9E under Reports and Presentations, per Commissioner Shields.
- To add a presentation by Rick Norton and Johnny Waldroop representing the Vietnam Veterans of America (VVA) Chapter #994, also regarding Dr. McNish, as the new Item 9F under Reports and Presentations, per Commissioner Shields.
- To add a presentation by Betsy Hunter in connection with a request for a proclamation designating March 25-31, 2018 as "Cystic Fibrosis Week in Macon County" as the new Item 9G under Reports and Presentations, per the Commissioner Beale.

**FINANCIAL IMPACT OF VETERANS:** Jim Prosser, the Assistant Secretary with the North Carolina Department of Military and Veteran Affairs, gave the board an overview of the financial impact that military veterans have on Macon County. He recognized the many veterans in the audience, and then told the commissioners "what a great veterans service office you have here." In recognizing both Leigh Tabor and Christie Black, Mr. Prosser said that both have a real passion for their veterans, and while he has never had a complaint about the department, he has heard "lots of compliments." He then presented statistical information on the economic impact veterans have, noting that 3,366 veterans call Macon County home, or roughly 10 percent of the population. In

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2017, the impact from federal Veterans Affairs (VA) funds was \$29.6 million. Direct compensation to veterans in Macon totaled \$15.8 million. He also pointed out that the local VA clinic in Franklin has 1,433 individual patients. Overall, he told the board that this is "a big economic impact for you." He wrapped up his remarks by speaking to the importance of training for the county's veterans services staff, and announced that Macon is being awarded \$2,175 to help cover training expenses.

**WOMEN'S HISTORY MONTH PROCLAMATION:** Commissioner Beale invited members of the Folk Heritage Association of Macon County to join him in the front of the boardroom, where he read the "Women's History Month Proclamation - March 2018" in its entirety. Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve the proclamation as presented, a copy of which is attached **(Attachment 1)** and is hereby made a part of these minutes. Theresa Ramsey with the Folk Heritage Association said that the group's Women's History Trail project and its related activities was an effort to educate residents about the lives of Macon County women and honor their accomplishments.

**PRELIMINARY PLAN FOR IMPROVEMENTS IN NANTAHALA FACILITIES:** Commissioner Higdon explained that approximately three weeks ago, he and the County Manager visited the Nantahala Community to discuss needed improvements to the community's public facilities. He specifically pointed out standing in the community's library during a rain storm and watching the water leak onto the floor. After asking some residents there to "bring us a plan," he said that a committee formed and met on February 22<sup>nd</sup>, and he asked that its report be made part of the public record, a copy of which is attached **(Attachment 2)** and is hereby made a part of these minutes. He said the community needs a new community center/library, and requested that this be placed on the front of the county's Capital Improvement Plan (CIP) and that the board would address it this year with funding. While there are lots of partners and lots of hurdles, Commissioner Higdon said he placed "a very high priority on this." The County Manager responded that the CIP is the "vehicle" to do this. No formal action was taken.

**BOARD OF ELECTIONS OFFICE:** Commissioner Higdon expressed his desire to get the county's Board of Elections "out of the cellar," or the first floor or basement of the Macon County Courthouse. He said that at times there are only two women in the office and stated that, "I wouldn't let my wife work there." He said that he wanted to go on record that he was concerned for the safety of the Board of Elections staff, that it was not a good location for the public for voting matters, and that it was not accessible for those with disabilities. Chairman Tate told Commissioner Higdon that members of the courthouse security committee had met with elections officials, and the County

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Manager said this would also need to be a part of the CIP. No formal action was taken.

**ROAD NAME IN HONOR OF DR. THOMAS MCNISH:** Judy Paxton informed the board that she had been working with the North Carolina Department of Transportation (NCDOT) in regard to naming a section of Wayah Road in honor of Dr. Thomas McNish, a Vietnam veteran and former prisoner of war. She explained that she needed a unanimous letter of support from the commissioners, along with a copy of the board's minutes where it was approved. Commissioner Beale noted the board's history with this type of request, and suggested that a resolution be prepared for the April regular meeting, which could then be presented to NCDOT afterward. He asked the County Manager to prepare the resolution for the board's consideration next month. No formal action was taken.

**VIETNAM VETERANS OF AMERICA PETITION:** Johnny Waldroop, representing the Vietnam Veterans of America (VVA) Chapter #994 along with Rick Norton, read a petition from the group in support of naming a section of Wayah Road for Dr. Thomas McNish. Mr. Norton then expressed his appreciation for the work that the county's veterans service office was performing. He spoke of an occasion where Ms. Tabor and Ms. Black arranged for a veteran to be granted a dying wish, but noted that the department needs some discretionary money. He then presented the county with a \$500 check for the veterans service office to use as needed, and challenged the commissioners to meet or exceed the amount. This led to discussion about the procedure for utilizing these funds. Commissioner Shields pointed out that March 31 is Vietnam Veterans Day, which will be recognized with a parade and remarks in downtown Franklin at 11 a.m.

**CYSTIC FIBROSIS AWARENESS WEEK PROCLAMATION:** Betsy Hunter shared with the commissioners her personal story regarding cystic fibrosis, explaining that her son has three daughters, two of whom suffer from the disease. She noted that a recent article in *The Franklin Press* which described how the family copes with cystic fibrosis, a progressive, genetic disease that causes persistent lung infections and limits a person's ability to breathe. She also touched on the expensive medications needed to combat the illness. Mrs. Hunter and her husband work to raise both funds and awareness regarding cystic fibrosis, and asked the board to approve a proclamation declaring March 25-31, 2018 as "Cystic Fibrosis Awareness Week" in the county. Commissioner Beale read the proclamation for the record, and then made a motion to approve it. Commissioner Shields seconded the motion, and all favored. A copy of the proclamation is attached (Attachment 3) and is hereby made a part of these minutes.

**CAPITAL PROJECT ORDINANCE AMENDMENT FOR RADIO COMMUNICATIONS UPGRADE:** Following a brief explanation from the Finance Director, and upon a motion by Commissioner Shields, seconded by Commissioner Gillespie, the board voted unanimously to approve a Capital Project Ordinance Amendment for the Radio Communications Upgrade in the total amount of \$800,000 as presented. A copy of the amendment is attached **(Attachment 4)** and is hereby made a part of these minutes.

**GRANT PROJECT ORDINANCE FOR WEATHERIZATION ASSISTANCE PROGRAM CONTRACT #7305:** Following an explanation by the Finance Director, and upon a motion by Commissioner Beale, seconded by Commissioner Gillespie, the board voted unanimously to approve a Grant Project Ordinance for Weatherization Assistance Program Contract #7305 in the amount of \$191,707 as presented. A copy of the ordinance is attached **(Attachment 5)** and is hereby made a part of these minutes.

**ERAD RECOVERY AGREEMENT:** Sheriff Robert Holland introduced Josh Stewart with his department's narcotics unit, who outlined how the sheriff's department could utilize an agreement to capture funds used in drug deals. Mr. Stewart provided an overview of how prepaid credit cards have become the preferred method to finance drug transactions. By using an ERAD Recovery agreement, Mr. Stewart said his unit would gain access to look at and seize cards if they were related to drugs. He said cards could be swiped to see what amounts if any were on them, and gave the board an example of how the program would be used. He went on to explain there is a setup fee for using the program, and the ongoing cost of 7.7 percent of the total dollar amount seized. The sheriff pointed out that the Finance Director and County Attorney had been involved in the process of reviewing the agreement, and the Finance Director noted that any funds that are seized go into a separate account. Commissioner Beale said this agreement is part of the department's effort in "just trying to keep up" with the latest methods in the fight against illegal drugs and said entering into the agreement is "pretty much a no-brainer." Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to enter into the ERAD Recovery Agreement and to authorize the County Manager to execute it. A copy of the agreement is attached **(Attachment 6)** and is hereby made a part of these minutes.

**AUDIT CONTRACT:** The Finance Director told the board that she knew there would be an increase in the cost of the annual audit contract, and explained some of the procedural changes in how the audit must now be conducted. She said the cost of the audit for Fiscal Year 2017-18 by Martin Starnes & Associates is \$73,150. She said that she had reached out to other counties to find out what price increases they were experiencing, and that Macon was "on the low end." Some had as much as a 48 percent increase, and while the

county's increased cost of \$8,000 was significant, it was low compared to others. She asked the board to approve the audit contract, and stated that while she was not opposed to changing auditors, it does take more staff time and audit time to do so and creates "a lot of extra work." Commissioner Gillespie said that he had touched on this idea last year and that it "bothers me to spend \$73,000 with no competitive pricing." Commissioner Beale asked what other firms were available, and the Finance Director said that the counties she checked with all used Martin Starnes, and again recommended going with them, saying that cheaper is not always better with governmental audits. Commissioner Higdon made a motion to follow the Finance Director's recommendation, and it was seconded by Commissioner Shields. Commissioner Gillespie questioned how the county knows what is available without going through a request for proposals process, and this led to a lengthy discussion regarding other possibilities and barriers to having other firms perform the audit. The board voted 4-1, with Commissioner Gillespie opposing, to approve the "Contract to Audit Accounts" with Martin Starnes & Associates, CPAs of Hickory, NC in the amount of \$73,150. A copy of the contract is attached (Attachment 7) and is hereby made a part of these minutes, as is the "2018 Single Audit Engagement Letter (Attachment 8).

**SAFETY AT SOCCER FIELDS:** Chairman Tate said that as the board heads into the budget and CIP process, he would ask that an item regarding soccer fields be "put on the radar." He explained that the soccer fields and football field at the county's high schools are real grass and endure a great deal of wear and tear. He said these are the only such fields in the area that are still grass, as others are either turf or artificial, which require zero maintenance and can be played on in any weather. He told the board that he is investigating the price of a full field of turf, and was presenting this for informational purposes only. However, he said that he would like to see improvements to the football and soccer fields at both Franklin High School and at Highlands School. No action was taken.

**CONSENT AGENDA:** Upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to approve the items on the consent agenda as follows: the minutes of the February 9, 2018 continued session and the February 13, 2018 regular meeting; the following budget amendments: #129 for the Health Department to increase water test fees by \$1,300 in order to purchase additional water test kits to meet demand; #130 to allocate \$1,586 from an insurance settlement for the Sheriff's Department for vehicle repairs; #131 for the Health Department to allocate an additional \$600 to cover the purchase of gift cards for the participants of a Diabetes Prevention Program; #132 for Solid Waste to appropriate \$439 from an insurance settlement to pay for damages done by a vehicle at the Otto recycling convenience center; #133 for the Department of Social Services to appropriate a



\$650 donation to the SHIPP program; #134 for the Department of Social Services to appropriate an additional LIEAP allocation of \$7,536; #135 for the Department of Social Services to appropriate an additional \$6,460 to meet additional demand for congregate meals; #136 for Public Health to use \$41,146 in Medicaid Cost Settlement funds to cover the purchase of computers, printers and a scanner; #137 for Emergency Services to allocate \$2,877 from an insurance settlement for repairs to the Fire Services truck; and #144 for the Housing Department to appropriate a \$20,128 funding increase in a Weatherization grant (Copies of the amendments are attached); tax releases for the month of February in the amount of \$3,063.21; approved Macon County Public Health fee changes and additions (list attached); approved new water testing/sampling fees for Macon County Public Health that will take effect on July 1, 2018 after hearing from Environmental Health Supervisor Kyle Jennings (list attached); monthly ad valorem tax collections report (no action necessary).

**CLOSED SESSION:** At the request of the County Attorney, a closed session for the purpose of preserving the attorney-client privilege under NCGS 143-318.11(a)(3) was needed. At 7:44 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to go into closed session to preserve the attorney-client privilege. At 8:33 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Gillespie, the board voted unanimously to come out of closed session and return to open session.

**GENERAL RELEASE OF CLAIMS:** Chairman Tate recognized the County Attorney, who explained that the county had been involved in a Fair Labor Standards Act (FLSA) and North Carolina Wage and Hour Act claim regarding a former sheriff's deputy and that the county was "close to having it resolved." He explained that the claim was brought by Craig Stahl, who worked as a canine (K9) handler for the department and was seeking unpaid wages for time spent after normal work shifts in caring for the dog. The County Attorney noted that the dogs are at home with their handler and have needs outside of regular work hours. He explained that Sheriff Holland became very proactive when he learned of this situation and contacted both the County Manager and County Attorney, who in turn consulted with an expert personnel attorney and determined that the claim should be settled. The County Attorney said that the sheriff has implemented a policy to address the matters arising from the claim. He went on to state that both sides appear to be pretty close in reaching an amicable settlement, and provided each member of the board with a copy of a "General Release of Claims." This document will resolve Mr. Stahl's claim, he said, by paying him \$41,962.68 in back wages. Due to fringe benefits associated with Mr. Stahl's pay, the County Attorney said that the total cost to the county will be \$50,733. He also noted that the \$41,962.68 to be paid to

Mr. Stahl is not net wages. He said that if the board is inclined to adopt the document presented to it, it would require a motion and second and vote to approve it. He pointed out that the document has already been signed by Mr. Stahl. Upon a question by Chairman Tate, the County Attorney noted that Mr. Stahl will have to pay his attorney's fees, not the county. Commissioner Shields questioned the amount of additional money the county would have paid if the matter had gone to court and the county had lost, and the County Attorney said the amount of back wages to be paid would have doubled and the county would have paid the opposing attorney's fees. Commissioner Shields also questioned public discussion of the settlement, and the County Attorney said that both parties have agreed not to disparage each other in public. He also said that any questions should be directed to the County Manager. Commissioner Beale stated that Sheriff Holland has handled this matter professionally, as evidenced by the presence of the department's other K9 handlers present in the boardroom. Commissioner Beale made a motion to approve the settlement as presented by the County Attorney, with the funds to be taken from the general fund fund balance. Commissioner Shields seconded the motion. During further discussion, Commissioner Gillespie said that it is worthy to note that getting to this point is not without a lot of effort, and expressed his thanks to the department's officers. Chairman Tate told Sheriff Holland, "I can't say enough about how professional you have been," adding that the matter was handled promptly and that he was looking forward to moving past this. Sheriff Holland replied that no longer than three minutes after he learned of this he was on the telephone with both the County Manager and County Attorney. Commissioner Higdon told the law enforcement officers in the room, "I appreciate what you guys do" and that they should be paid for the hours they've put in. The board then voted 4-1, with Commissioner Higdon opposing, to approve the motion. A copy of the "General Release of Claims" is attached (Attachment 9) and is hereby made a part of these minutes.

**ADJOURN:** Chairman Tate reminded the other board members that he would not be present for the April 10 regular meeting, with Commissioner Beale as vice-chairman to chair that meeting. With no other business, and at 8:50 p.m., upon a motion by Commissioner Shields, seconded by Commissioner Beale, the board voted unanimously to adjourn.

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Derek Roland  
Ex Officio Clerk to the Board

---

Jim Tate  
Board Chairman

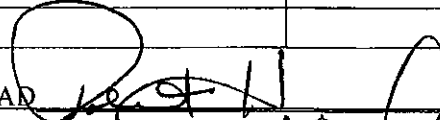
MACON COUNTY BUDGET AMENDMENT

AMENDMENT # 162

FROM: Robert L Holland

DEPARTMENT: Sheriff  
EXPLANATION: Insurance Settlement  
ACCOUNT DESCRIPTION INCREASE DECREASE

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
11-3839-4850-00	Insurance Settlement	\$1,830	
11-4310-5565-03	Vehicle Repairs	\$1,830.	

REQUESTED BY DEPARTMENT HEAD 

RECOMMENDED BY FINANCE OFFICER

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS 4/10/18 meeting

APPROVED AND ENTERED ON MINUTES DATED

CLERK

MACON COUNTY BUDGET AMENDMENT

March 13, 2018

AMENDMENT # 163

FROM: FINANCE

DEPARTMENT: SOCIAL SERVICES  
EXPLANATION: Additional Energy allocation

	DESCRIPTION	INCREASE	DECREASE
11-5314-5675-31	LIEAP	\$10,000	
11-3561-4389-02	LIEAP	\$10,000	

*[Handwritten Signature]*  
*[Handwritten Signature]*

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

RECOMMENDED BY FINANCE OFFICER \_\_\_\_\_

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

ACTION BY BOARD OF COMMISSIONERS 4/10/18 meeting

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

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT  
 AMENDMENT # 1604  
 DEPARTMENT 114377  
 EXPLANATION REPAIR FIRE SERVICES TRUCK

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113839 485000	INSURANCE	214	
114377 556503	VEHICLE REPAIRS & MAINT.	\$ 214.00	

REQUESTED BY DEPARTMENT HEAD  
 RECOMMENDED BY FINANCE OFFICER *[Signature]*  
 APPROVED BY COUNTY MANAGER  
 ACTION BY BOARD OF COMMISSIONERS 4/10/18 meeting  
 APPROVED & ENTERED ON MINUTES DATED  
 CLERK

**MACON COUNTY BUDGET**

165

<b>AMENDMENT #</b>	
<b>FROM:</b>	John Fay
<b>DEPARTMENT:</b>	HOUSING
<b>EXPLANATION:</b>	Funding Increase

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
514096	DUKE HHF 17		
-550001	Salary	8,703	
-550201	Medicare/FICA	705	
-550203	Hospitalization	2,087	
-550204	Unemployment Insurance		
-550205	Workmen's Compensation		
-550206	Life Insurance	20	
-550207	Retirement General	705	
-550701	County 401 k	185	
-556031	Administration		
-556034	Program Operations	37,595	
513831-447255	Duke Energy 2017 HHF #2017-2200	50,000	
	<b>Total</b>	<b>50,000</b>	

REQUESTED BY DEPARTMENT HEAD	<i>J. Fay</i>
RECOMMENDED BY FINANCE OFFICER	<i>[Signature]</i>
APPROVED BY COUNTY MANAGER	
ACTION BY BOARD OF COMMISSIONERS	4/10/18 meeting
APPROVED AND ENTERED ON MINUTES DATED	
CLERK	

MACON COUNTY BUDGET AMENDMENT

AMENDMENT # 166

DEPARTMENT

Carpenter Bldg Renovations Project

EXPLANATION

Transfer \$59,080 from Bldgs/Grounds budget to Carpenter Bldg Renovations Project to replace roof at Carpenter Bldg.

ACCOUNT		DESCRIPTION	INCREASE	DECREASE
114260	569506	BLDG/GRNDS CAPITAL IMPROVEMENTS		59,080
119000	980055	TRANSFER TO COUNTY BLDGS FUND	59,080	
553089	980011	TRFR FR GEN FUND-CARPENTERBLDG	59,080	
554089	580900	CONSTRUCTION-CARPENTERBLDGRENO	59,080	

REQUESTED BY DEPARTMENT HEAD \_\_\_\_\_  
 RECOMMENDED BY FINANCE OFFICER *Sennell*  
 APPROVED BY COUNTY MANAGER \_\_\_\_\_  
 ACTION BY BOARD OF COMMISSIONERS *4/10/18 meeting*  
 APPROVED & ENTERED ON MINUTES DATED \_\_\_\_\_  
 CLERK \_\_\_\_\_



## Schedule A

### Duke Energy Income Qualified Weatherization Program – Project Funding: Macon County Government:

This Schedule A is considered a part of the Memo Of Understanding between the North Carolina Community Action Association and Macon County Government executed on March 10, 2015.

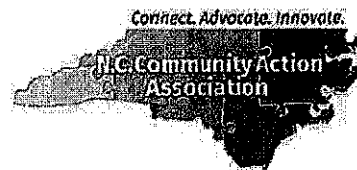
This schedule A is provided to reserve a portion of the Duke Energy Income Qualified Weatherization Program North Carolina funding pool for Macon County Government to be used to reimburse expenditures incurred as allowed under the program guidelines. The amount reserved in this schedule in no way limits the remaining NC Funding Pool that can be requested by Macon County Government as a fixed payment based on completed weatherization jobs as funded by DOE and LIHEAP programs administered by the state.

Allowed reimbursable expenditures include: Tier I and Tier II Weatherization, HVAC Upgrades and/or Replacements, and Refrigerator Replacements:

Funding Period: April – December 2018  
Total Funds Available: \$ 50,000

Note: 5% of the funding is for administration. Macon County Government will receive the funds spent on each project upon completion of work and submission of invoice(s).

North Carolina Community Action Association  
4428 Louisburg Road, Suite 101  
Raleigh, NC 27616  
Phone: (919) 790-5757  
Website: [www.nccaa.net](http://www.nccaa.net)



Signature of NCCAA Official:

4/3/2018

Sharon Goodson, Executive Director of NCCAA

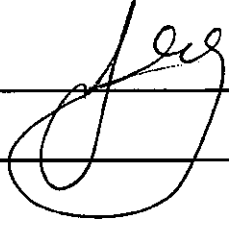


**MACON COUNTY BUDGET**

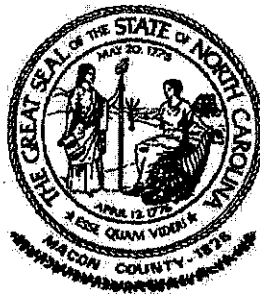
170

<b>AMENDMENT #</b>	
<b>FROM:</b>	John Fay
<b>DEPARTMENT:</b>	HOUSING
<b>EXPLANATION:</b>	Budget Increase Schedule "A" April-Dec-2018

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
514088	<b>DUKE WEATHERIZATION PROGRAM NEW</b>		
513831-447249	REVENUE	50,000.00	
	<b>TOTAL</b>	50,000.00	
	<b>TOTAL EXPENSE</b>		
514088-550001	Salary	7,672	
514088-550201	Medicare/FICA	587	
514088-550203	Hospitalization	1,232	
514088-550205	Workmen's Compensation	50	
514088-550206	Life Insurance	50	
514088-550207	Retirement General	456	
514088-550701	County 401 k	153	
514088-556031	WAP Administration	433	
514088-556034	WAP Program Operations	39,367	
	<b>Total</b>	50,000	

<b>REQUESTED BY DEPARTMENT HEAD</b>	
<b>RECOMMENDED BY FINANCE OFFICER</b>	
<b>APPROVED BY COUNTY MANAGER</b>	
<b>ACTION BY BOARD OF COMMISSIONERS</b>	
<b>APPROVED AND ENTERED ON MINUTES DATED</b>	
<b>CLERK</b>	

Macon County Tax Office  
5 West Main Street  
Franklin, NC 28734



Phone: (828) 349-2149  
Fax: (828) 349-2564  
tmcowell@maconnc.org

TO: MACON COUNTY COMMISSIONERS

FROM: Macon County Tax Office  
Teresa McDowell, Tax Collections Supervisor

DATE: April 4, 2018

RE: Releases

Attached please find the report of releases for real estate that require your approval in order to continue with the process of releasing these amounts from the tax accounts. Please feel free to contact me if you should have any questions regarding these releases. The report of the releases formatted in alphabetical order is attached.

AMOUNT OF RELEASES FOR MARCH, 2018: \$5,121.56

Group Number REL\*18\*03

Abatement

Effective Date 03/01/18

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cde	Check Number	Trans Rev Descriptn
1	03/01/18	5025	17A5025.09	G01	3.98-	3.98-	0.00		0.00				
				F09	0.73-	0.73-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				
***		BIRCHFIELD, WRAY			99.71-	4.71-	0.00	95.00-	0.00	0.00	R		CLERICA
2	03/01/18	5025	16A5025.09	G01	4.68-	4.68-	0.00		0.00				
				F09	0.86-	0.86-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				
***		BIRCHFIELD, WRAY			100.54-	5.54-	0.00	95.00-	0.00	0.00	R		CLERICA
3	03/01/18	5025	15A5025.09	G01	5.03-	5.03-	0.00		0.00				
				F09	0.93-	0.93-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***		BIRCHFIELD, WRAY			77.96-	5.96-	0.00	72.00-	0.00	0.00	R		CLERICA
4	03/01/18	5025	14A5025.09	G01	4.21-	4.21-	0.00		0.00				
				F09	0.71-	0.71-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***		BIRCHFIELD, WRAY			76.92-	4.92-	0.00	72.00-	0.00	0.00	R		CLERICA
5	03/01/18	5025	13A5025.09	G01	4.07-	4.07-	0.00		0.00				
				F09	0.69-	0.69-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***		BIRCHFIELD, WRAY			76.76-	4.76-	0.00	72.00-	0.00	0.00	R		CLERICA
6	03/01/18	5025	12A5025.09	G01	4.72-	4.72-	0.00		0.00				
				F09	0.79-	0.79-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***		BIRCHFIELD, WRAY			77.51-	5.51-	0.00	72.00-	0.00	0.00	R		CLERICA
7	03/01/18	5025	11A5025.09	G01	5.05-	5.05-	0.00		0.00				
				F09	0.85-	0.85-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***		BIRCHFIELD, WRAY			77.90-	5.90-	0.00	72.00-	0.00	0.00	R		CLERICA
8	03/01/18	5025	10A5025.09	G01	5.47-	5.47-	0.00		0.00				
				F09	0.82-	0.82-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***		BIRCHFIELD, WRAY			78.29-	6.29-	0.00	72.00-	0.00	0.00	R		CLERICA
9	03/01/18	5025	09A5025.09	G01	5.52-	5.52-	0.00		0.00				
				F09	0.88-	0.88-	0.00		0.00				

Tax Collections  
04/02/18

Detail Transactions by Group

RTC020303  
Page 2

Group Number REL\*18\*03

Abatement

Effective Date 03/01/18

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Tm Cde	Check Number	Trans Rev Descriptn
***		BIRCHFIELD, WRAY			66.40-	6.40-	0.00	60.00-	0.00	0.00	R	CLERICA	
32	03/21/18	18523	17A18523.01	G01	6.34-	6.34-	0.00		0.00				
				F03	1.18-	1.18-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				
***		BRADLEY, HUGH RICHARD			102.52-	7.52-	0.00	95.00-	0.00	0.00	R	CLERICA	
33	03/21/18	18523	16A18523.01	G01	7.46-	7.46-	0.00		0.00				
				F03	1.39-	1.39-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				
***		BRADLEY, HUGH RICHARD			103.85-	8.85-	0.00	95.00-	0.00	0.00	R	CLERICA	
34	03/21/18	18523	15A18523.01	G01	7.98-	7.98-	0.00		0.00				
				F03	1.40-	1.40-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***		BRADLEY, HUGH RICHARD			81.38-	9.38-	0.00	72.00-	0.00	0.00	R	CLERICA	
35	03/21/18	18523	14A18523.01	G01	6.65-	6.65-	0.00		0.00				
				F03	1.17-	1.17-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***		BRADLEY, HUGH RICHARD			79.82-	7.82-	0.00	72.00-	0.00	0.00	R	CLERICA	
36	03/21/18	18523	13A18523.01	G01	6.48-	6.48-	0.00		0.00				
				F03	1.14-	1.14-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***		BRADLEY, HUGH RICHARD			79.62-	7.62-	0.00	72.00-	0.00	0.00	R	CLERICA	
37	03/21/18	18523	12A18523.01	G01	7.48-	7.48-	0.00		0.00				
				F03	1.13-	1.13-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***		BRADLEY, HUGH RICHARD			80.61-	8.61-	0.00	72.00-	0.00	0.00	R	CLERICA	
38	03/21/18	18523	11A18523.01	G01	8.07-	8.07-	0.00		0.00				
				F03	1.21-	1.21-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***		BRADLEY, HUGH RICHARD			81.28-	9.28-	0.00	72.00-	0.00	0.00	R	CLERICA	
39	03/21/18	18523	10A18523.01	G01	8.65-	8.65-	0.00		0.00				
				F03	1.30-	1.30-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***		BRADLEY, HUGH RICHARD			81.95-	9.95-	0.00	72.00-	0.00	0.00	R	CLERICA	

40 03/21/18 18523 09A18523.01 G01 8.74- 8.74- 0.00 0.00

Group Number REL\*18\*03

Abatement

Effective Date 03/01/18

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trm Cde	Check Number	Trans Rev Descriptn
				F03	1.39-	1.39-	0.00		0.00				
				L01	60.00-		0.00	60.00-	0.00				
***		BRADLEY, HUGH RICHARD			70.13-	10.13-	0.00	60.00-	0.00	0.00	R		CLERICA
41	03/21/18	18523	08A18523.01	G01	9.33-	9.33-	0.00		0.00				
				F03	1.48-	1.48-	0.00		0.00				
				L01	60.00-		0.00	60.00-	0.00				
***		BRADLEY, HUGH RICHARD			70.81-	10.81-	0.00	60.00-	0.00	0.00	R		CLERICA
42	03/21/18	18523	07A18523.01	G01	9.29-	9.29-	0.00		0.00				
				F03	1.48-	1.48-	0.00		0.00				
				L01	60.00-		0.00	60.00-	0.00				
***		BRADLEY, HUGH RICHARD			70.77-	10.77-	0.00	60.00-	0.00	0.00	R		CLERICA
31	03/15/18	137413	17A6580185235	G01	87.25-	87.25-	0.00		0.00				
				F03	16.25-	16.25-	0.00		0.00				
***		EZZARD, MARGARET D LIFE ESTATE			103.50-	103.50-	0.00	0.00	0.00	0.00	R		CLERICA
45	03/21/18	103621	15A103621.01	G01	16.49-	16.49-	0.00		0.00				
				F02	3.62-	3.62-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***		GROOMS, DESMOND			92.11-	20.11-	0.00	72.00-	0.00	0.00	R		CLERICA
46	03/21/18	103621	17A103621.01	G01	12.92-	12.92-	0.00		0.00				
				F02	2.83-	2.83-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				
***		GROOMS, DESMOND			110.75-	15.75-	0.00	95.00-	0.00	0.00	R		CLERICA
21	03/14/18	104127	17A104127.01	G01	3.14-	3.14-	0.00		0.00				
				F07	0.91-	0.91-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				
***		HOUSTON, JAMES L			99.05-	4.05-	0.00	95.00-	0.00	0.00	R		CLERICA
22	03/14/18	104127	16A104127.01	G01	3.49-	3.49-	0.00		0.00				
				F07	0.87-	0.87-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				
***		HOUSTON, JAMES L			99.36-	4.36-	0.00	95.00-	0.00	0.00	R		CLERICA
26	03/14/18	125308	17A125308.01	G01	11.46-	11.46-	0.00		0.00				
				F02	2.51-	2.51-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				

Group Number REL\*18\*03

Abatement

Effective Date 03/01/18

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Cde	Check Number	Trans Rev Descriptn
***			RIOS, EUSEBIO		108.97-	13.97-	0.00	95.00-	0.00	0.00	R	CLERICA	
27	03/14/18	125308	15A125308.01	G01	12.59-	12.59-	0.00		0.00				
				F02	2.76-	2.76-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***			RIOS, EUSEBIO		87.35-	15.35-	0.00	72.00-	0.00	0.00	R	CLERICA	
28	03/14/18	125308	14A125308.01	G01	10.07-	10.07-	0.00		0.00				
				F02	1.98-	1.98-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***			RIOS, EUSEBIO		84.05-	12.05-	0.00	72.00-	0.00	0.00	R	CLERICA	
29	03/14/18	125308	13A125308.01	L01	72.00-		0.00	72.00-	0.00				
***			RIOS, EUSEBIO		72.00-	0.00	0.00	72.00-	0.00	0.00	R	CLERICA	
30	03/14/18	125308	12A125308.01	G01	10.07-	10.07-	0.00		0.00				
				F02	1.52-	1.52-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***			RIOS, EUSEBIO		83.59-	11.59-	0.00	72.00-	0.00	0.00	R	CLERICA	
23	03/14/18	100800	17A100800.01	G01	7.94-	7.94-	0.00		0.00				
				F01	1.24-	1.24-	0.00		0.00				
***			ROSETTI, DAVID EARL		9.18-	9.18-	0.00	0.00	0.00	0.00	R	CLERICA	
24	03/14/18	100800	16A100800.01	G01	8.73-	8.73-	0.00		0.00				
				F01	1.11-	1.11-	0.00		0.00				
***			ROSETTI, DAVID EARL		9.84-	9.84-	0.00	0.00	0.00	0.00	R	CLERICA	
25	03/14/18	100800	15A100800.01	G01	8.73-	8.73-	0.00		0.00				
				F01	1.11-	1.11-	0.00		0.00				
***			ROSETTI, DAVID EARL		9.84-	9.84-	0.00	0.00	0.00	0.00	R	CLERICA	
43	03/21/18	125437	16A125437.08	G01	3.49-	3.49-	0.00		0.00				
				F05	0.68-	0.68-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				
***			SOUTHARD, DAVID WILLIAM		99.17-	4.17-	0.00	95.00-	0.00	0.00	R	CLERICA	
44	03/21/18	125437	17A125437.08	G01	3.14-	3.14-	0.00		0.00				
				F05	0.61-	0.61-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				

Group Number REL\*18\*03

Abatement

Effective Date 03/01/18

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Cde	Check Number	Trans Rev Descriptn
***			SOUTHARD, DAVID WILLIAM		98.75-	3.75-	0.00	95.00-	0.00	0.00	R		CLERICA
10	03/09/18	73725	07A0235420	G01	113.43-	113.43-	0.00		0.00				
				F01	13.89-	13.89-	0.00		0.00				
				L01	60.00-		0.00	60.00-	0.00				
***			TEAGUE, LEONARD L		187.32-	127.32-	0.00	60.00-	0.00	0.00	R		CLERICA
11	03/09/18	73725	08A0235420	G01	122.23-	122.23-	0.00		0.00				
				F01	13.89-	13.89-	0.00		0.00				
				L01	60.00-		0.00	60.00-	0.00				
***			TEAGUE, LEONARD L		196.12-	136.12-	0.00	60.00-	0.00	0.00	R		CLERICA
12	03/09/18	73725	09A0235420	G01	122.23-	122.23-	0.00		0.00				
				F01	13.89-	13.89-	0.00		0.00				
				L01	60.00-		0.00	60.00-	0.00				
***			TEAGUE, LEONARD L		196.12-	136.12-	0.00	60.00-	0.00	0.00	R		CLERICA
13	03/09/18	73725	10A6596905609	G01	129.18-	129.18-	0.00		0.00				
				F01	13.89-	13.89-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***			TEAGUE, LEONARD L		215.07-	143.07-	0.00	72.00-	0.00	0.00	R		CLERICA
14	03/09/18	73725	11A6596905609	G01	129.18-	129.18-	0.00		0.00				
				F01	13.89-	13.89-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***			TEAGUE, LEONARD L		215.07-	143.07-	0.00	72.00-	0.00	0.00	R		CLERICA
15	03/09/18	73725	12A6596905609	G01	129.18-	129.18-	0.00		0.00				
				F01	13.89-	13.89-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***			TEAGUE, LEONARD L		215.07-	143.07-	0.00	72.00-	0.00	0.00	R		CLERICA
16	03/09/18	73725	13A6596905609	G01	129.18-	129.18-	0.00		0.00				
				F01	13.89-	13.89-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***			TEAGUE, LEONARD L		215.07-	143.07-	0.00	72.00-	0.00	0.00	R		CLERICA
17	03/09/18	73725	14A6596905609	G01	129.18-	129.18-	0.00		0.00				
				F01	13.89-	13.89-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***			TEAGUE, LEONARD L		215.07-	143.07-	0.00	72.00-	0.00	0.00	R		CLERICA



18	03/09/18	73725	15A6596905609	G01	117.97-	117.97-	0.00	0.00
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Group Number REL\*18\*03

Abatement

Effective Date 03/01/18

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Cde	Check Number	Trans Rev Descriptn
				F01	15.04-	15.04-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***			TEAGUE, LEONARD L		205.01-	133.01-	0.00	72.00-	0.00	0.00	R		CLERIAL
19	03/09/18	73725	16A6596905609	G01	117.97-	117.97-	0.00		0.00				
				F01	15.04-	15.04-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				
***			TEAGUE, LEONARD L		228.01-	133.01-	0.00	95.00-	0.00	0.00	R		CLERICA
20	03/09/18	73725	17A6596905609	G01	117.97-	117.97-	0.00		0.00				
				F01	18.42-	18.42-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				
***			TEAGUE, LEONARD L		231.39-	136.39-	0.00	95.00-	0.00	0.00	R		CLERICA

Tax Collections  
04/02/18

Detail Transactions by Group

RTC020303  
Page 8

Group Number REL\*18\*03

Abatement

Effective Date 03/01/18

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cde	Check Number	Trans Descriptn	Rev
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***** Cycle	Totals By	Tax Cycle Current	***** Delinquent
A		0.00	5121.56-

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

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

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

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

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

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

Health & Safety, Appliance Replacement, & HVAC Repair	\$108,603
Total	\$108,603

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

Duke Energy 2017 HHF Funds	\$108,603
Total	\$108,603

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

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

ADOPTED this 10<sup>th</sup> day of April, 2018.

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

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

**PNC HEALTHY HOUSING ENERGY & NEIGHBORHOOD  
BEAUTIFICATION IMPROVEMENT PROGRAM**

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

SECTION 1. The project authorized is the PNC Healthy Housing Energy & Neighborhood Beautification Improvement Program administered through the NC Community Action Association.

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

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

PNC Eligible Projects	<u>\$37,800</u>
Total	<u>\$37,800</u>

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

PNC Funds	<u>\$37,800</u>
Total	<u>\$37,800</u>

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

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

ADOPTED this 10<sup>th</sup> day of April, 2018.

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

MACON COUNTY MONTHLY  
AD VALOREM TAX COLLECTIONS REPORT

Mar-18

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance
General Tax	924104.56	151.74	-265.75	-6.08	923984.47	-204877.67	5955.88	2254.08	-196667.71	727316.76
Fire Districts	135082.09	27.74	-25.83	-1.11	135082.89	-24813.68	0	435.94	-24377.74	110705.15
Landfill User Fee	148928.12	0	-475	-1.96	148451.16	-27410.9	0	364.39	-27046.51	121404.65
Totals	1208114.77	179.48	-766.58	-9.15	1207518.52	-257102.25	5955.88	3054.41	-248091.96	959426.56

Year to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance	Collection Percentage
General Tax	0	26909229.06	-17532.44	-1500.86	26890195.76	-26301445.66	107293.55	31273.11	-26162879	727316.76	97.3
Fire Districts	0	3235271.54	-2122.94	-237.26	3232911.34	-3124434.06	1.76	2226.11	-3122206.19	110705.15	96.58
Landfill User Fee	0	2541541	-3515	-29.66	2537996.34	-2419177.1	0	2585.41	-2416591.69	121404.65	95.22
Totals	0	32686041.6	-23170.38	-1767.78	32661103.44	-31845056.82	107295.31	36084.63	-31701676.88	959426.56	97.06

The Collection Rate is 97.3% collected on 2017 general taxes, late listing penalties, discoveries and deferred taxes as of 3/31/2018 as compared to 97.26% on 2016 taxes as of 3/31/2017