

Macon County



MACON COUNTY BOARD OF COMMISSIONERS JUNE 11, 2019 AGENDA

1. Call to order and welcome by Chairman Tate
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing – **6:00 p.m.** Recommended Fiscal Year 2019-20 budget

NOTE: Immediately following the close of the public hearing, the board may discuss/consider adoption of the Fiscal Year 2019-20 budget ordinance

6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
 - A. Update on projects and activities – Mike Wilkins, District Ranger, Nantahala National Forest
Note: The board will also recognize Mr. Wilkins, who is retiring, for his nearly 30 years of service with the US Forest Service in Macon County
10. Old Business
 - A. Interlocal agreement with Southwestern Community College Board of Trustees regarding paving project at the Jerry Sutton Public Safety Training Center – County Attorney

11. New Business

- A. Resolution and agreement regarding Appalachian Growers lease of Unit D at the Business Development Center – Economic Development Director Tommy Jenkins/County Attorney
- B. Highlands Cashiers Health Foundation grant request – Emergency Services Director Warren Cabe
- C. Resolutions and agreements for lease of clinic space at Macon County Public Health – County Attorney
 - (1) Community Care Clinic of Franklin
 - (2) Community Care Clinic of Highlands-Cashiers
 - (3) North Carolina Community Care Networks
- D. Fireworks permits
 - (1) Nantahala Volunteer Fire and Rescue
 - (2) Franklin Area Chamber of Commerce
- E. Tourism development commissions
 - (1) Amendment to resolution creating the Franklin-Nantahala Area and the Highlands Area tourism development commissions
 - (2) Amendments to the by-laws for the Franklin-Nantahala Area Tourism Development Commission
 - (3) Amendments to the by-laws for the Highlands Area Tourism Development Commission
 - (4) Service contract with the Franklin Area Chamber of Commerce
 - (5) Service contract with the Highlands Area Chamber of Commerce – County Attorney
- F. Proposed amendment to the county personnel policy – HR & Safety Director/Deputy Clerk

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. Grant Project Ordinance for 2019 Urgent Repair Program
- B. Grant Project Ordinance for Weatherization Assistance Program FY 2020
- C. Grant Project Ordinance Amendment for Weatherization Assistance Program FY 2019
- D. Ordinance Amending the Fiscal Year 2018-19 Budget
- E. Capital Project Ordinance Amendment for School Technology
- F. Capital Project Ordinance for Dog Park
- G. Tax Releases for May 2019 in the amount of \$39.06
- H. Monthly ad valorem tax collection report

13. Appointments

14. Closed session (if necessary)

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: June 11, 2019

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Public hearing on the recommended Fiscal Year 2019-20 budget

COMMENTS/RECOMMENDATION:

Attached for your information is a copy of the notice for this hearing.

Immediately following the close of the hearing, the board may discuss and consider adoption of the budget ordinance. Copies of the proposed ordinance will be made available by the Finance Director at the meeting. At the close of the board's June 3rd continued session, the board asked the County Manager to provide his recommendation regarding additional budget considerations discussed at that meeting, which will initiate the discussion at this meeting.

Attachments 1 Yes No

Agenda Item 5

PUBLIC NOTICE

The recommended Macon County budget for Fiscal Year 2019-2020 was submitted to the Macon County Board of Commissioners on May 14, 2019, and a copy is now available for public inspection at the receptionist desk at the Macon County Courthouse Annex Building in Franklin, N.C. Copies will also be on file at the Hudson Library in Highlands, the Macon County Public Library in Franklin and the Nantahala Library at 128 Nantahala School Road. The recommended budget, along with the county manager's budget message, can be accessed on the County's web site at www.maconnc.org.

The Board of Commissioners will hold a public hearing on the recommended budget on June 11, 2019, at 6 p.m. in the Commission Boardroom on the third floor of the Macon County Courthouse, 5 West Main Street, Franklin, NC.

Derek C. Roland, County Manager
Ex Officio Clerk to the Board

Franklin Press – Run one time – May 22, 2019
Send affidavit of publication

Post Courthouse Bulletin Board
Post County Website
Sunshine List

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: June 11, 2019

DEPARTMENT/AGENCY: US Forest Service

SUBJECT MATTER: Update on projects and activities

COMMENTS/RECOMMENDATION:

District Ranger Mike Wilkins with the Nantahala National Forest will provide the board with an update on projects and activities around the Nantahala Ranger District. Following that, the board will recognize Mr. Wilkins for his more than 40 years of service with the US Forest Service, more than 28 of which have been spent in Macon County. Mr. Wilkins is retiring July 5th.

Attachments _____ Yes X No

Agenda Item 9A

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: June 11, 2019

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Interlocal agreement with SCC Board of Trustees

COMMENTS/RECOMMENDATION:

Following the board's action at the June 3, 2019 continued session, the County Attorney is preparing an interlocal agreement between the county and the Southwestern Community College Board of Trustees regarding the proposed paving project at the Jerry Sutton Public Safety Training Center located at the county's Industrial Park. The County Attorney will provide copies of the document at the meeting.

Attachments _____ Yes X No

Agenda Item 10A

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: June 11, 2019

DEPARTMENT/AGENCY: Economic Development

SUBJECT MATTER: Lease agreement at the Business Development Center

COMMENTS/RECOMMENDATION:

Economic Development Director Tommy Jenkins is seeking approval of a lease agreement between the county and Appalachian Growers for Unit D at the county's Business Development Center. The lease rate will be \$240 per month, or \$3 per square foot. The lease is anticipated to have an effective date of June 12, 2019. The County Attorney is preparing the necessary resolution and lease and will present those documents at the meeting on Tuesday.

Attachments _____ Yes No

Agenda Item 11A

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: June 11, 2019

DEPARTMENT/AGENCY: EMS

SUBJECT MATTER: Highlands Cashiers Health Foundation Grant Request

COMMENTS/RECOMMENDATION: Emergency Services Director Warren Cabe will be asking for approval of a grant request for EMS equipment from Highlands Cashiers Health Foundation. Specific details will be provided at the meeting.

Attachments _____ Yes No

Agenda Item 11B

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: June 11, 2019

DEPARTMENT/AGENCY: Public Health

SUBJECT MATTER: Clinic agreements

COMMENTS/RECOMMENDATION:

Attached please find the following:

- (1) A resolution and lease regarding the Community Care Clinic of Franklin
- (2) A resolution and lease regarding the Community Care Clinic of Highlands-Cashiers
- (3) A resolution and lease regarding the North Carolina Community Care Networks

The County Attorney can provide additional details at the meeting.

Attachments 6 Yes No

Agenda Item 11C (1) (2) and (3)

STATE OF NORTH CAROLINA
COUNTY OF MACON

**RESOLUTION OF THE MACON COUNTY BOARD OF COUNTY COMMISSIONERS
DECLARING PROPERTY TO BE SURPLUS AND APPROVING A ONE YEAR LEASE
OF THE SAME BY MACON COUNTY TO COMMUNITY CARE CLINIC OF
FRANKLIN, INC., a North Carolina non-profit corporation**

THAT WHEREAS, Macon County owns certain real property being described in the Lease to COMMUNITY CARE CLINIC OF FRANKLIN, INC., a North Carolina non-profit corporation, a copy of which is attached hereto; and

WHEREAS, Macon County does not presently have a use for all of the same and the same will not be needed by Macon County during the term of the Lease; and

WHEREAS, Macon County desires to declare the same to be surplus and authorize the entry of the Lease to COMMUNITY CARE CLINIC OF FRANKLIN, INC., a North Carolina non-profit corporation, a copy of which is attached hereto, for the period of one year effective from July 1, 2019; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-272, Macon County is authorized to enter into the Lease to COMMUNITY CARE CLINIC OF FRANKLIN, INC., a North Carolina non-profit corporation, a copy of which is attached hereto, upon the passing of a Resolution authorizing the same.

NOW THEREFORE, upon Motion of Commissioner _____, seconded by Commissioner _____, and duly approved, be it hereby resolved by the Macon County Board of County Commissioners as follows:

RESOLVED, that Macon County does hereby declare the real property described in the Lease to COMMUNITY CARE CLINIC OF FRANKLIN, INC., a North Carolina non-profit corporation, a copy of which is attached hereto and incorporated herein by reference, to be surplus property and the same will not be needed by Macon County during the term of said Lease; and

RESOLVED, that Macon County does hereby authorize the entry into the Lease to COMMUNITY CARE CLINIC OF FRANKLIN, INC., a North Carolina non-profit corporation, a copy of which is attached hereto and incorporated herein by reference, for the period of one year effective from July 1, 2019; and

RESOLVED, that James Tate, the Chairman of the Macon County Commissioners, is hereby

authorized and directed to fill in any blanks upon the same and execute said Lease to COMMUNITY CARE CLINIC OF FRANKLIN, INC., a North Carolina non-profit corporation, on behalf of Macon County.

Adopted at the June 11, 2019, Regular Meeting of the Macon County Board of Commissioners.

James Tate, Chairman of the Macon County Board
County Commissioners

ATTEST:

Derek Roland, Clerk to the Board

(Official Seal)

**NORTH CAROLINA
MACON COUNTY**

LEASE AGREEMENT

This lease is made this 1st day of July, 2019, by and between MACON COUNTY, a body politic organized and existing under the laws of the State of North Carolina, hereinafter called the "**Lessor**," and COMMUNITY CARE CLINIC OF FRANKLIN, INC., a North Carolina non-profit corporation with a principal office at 1830 Lakeside Drive, Franklin, North Carolina, hereinafter called the "**Lessee**."

WITNESSETH:

1. That subject to the terms and conditions hereinafter set forth, the **Lessor** leases unto the **Lessee**, and the Lessee accepts as a tenant, a portion of that certain office and clinic space located within the Macon County Public Health Center's Facility located at 1830 Lakeside Drive, Franklin, North Carolina. The portion of the premises which are leased hereunder to **Lessee** consists of the three cubicles and the storage closet in hallway across from waiting room D148 mutually agreed upon and presently and exclusively used by **Lessee** in the Macon County Public Health Center's Facility located at 1830 Lakeside Drive, Franklin, North Carolina, together with the nonexclusive right to use in common with **Lessor** and its assigns, the presently used hallway access to shared clinic waiting room D148, shared waiting room B154, and parking for and access to the leased premises.
2. TERM. This lease shall commence July 1, 2019, and end on June 30, 2020.
3. PURPOSE. **Lessee** shall use the leased premises only to maintain an office in order to provide a reduced-cost primary care medical clinic which shall be open to low income persons for approximately 36 hours per week on a non-profit basis and in order to further the public health interests of low income persons and the interest of Macon County in having reduced-cost primary care medical clinic available to low income persons in Macon County.
4. RENTAL. The rent and consideration for this Lease Agreement shall be \$0.00 per month

payable by the tenth of each month and **Lessee's** express promise to at all times during the term of this Lease Agreement provide a reduced-cost primary care medical clinic which shall be open to low income persons for approximately 36 hours per week on a non-profit basis and in order to further the public health interests of low income persons and the interest of Macon County in having reduced-cost primary care medical clinic available to low income persons in Macon County. The monthly rental shall include electric service, heat and water provided by the **Lessor**. **Lessee** shall provide any other utilities and specifically its telephone service and garbage disposal.

5. MAINTENANCE & ALTERATION. Lessee agrees to accept the premises in their present condition, to make all necessary repairs during the term of this lease and at termination to surrender the premises to the Lessor in as good condition as they, now are, except for ordinary wear and tear incident to the use of the premises. Lessee shall not alter the premises in any way without the express written consent of Lessor.
6. INDEMNIFICATION. Lessee shall indemnify **Lessor** and hold it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury or damage to property occurring in or about, or arising out of, the leased premises, or occasioned wholly or in part by any act or omission of **Lessee**, its agents, licensees, concessionaires, customers or employees. In the event Lessor shall be made a party to any litigation, commenced by or against Lessee, its agents, licensees, concessionaires, customers or employees, then **Lessee** shall protect and hold **Lessor** harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by **Lessor** in connection with such litigation.
7. HAZARDOUS MATERIALS. With respect to any pollutants, contaminants, chemicals, or industrial, toxic or hazardous substance or material defined as such in, or for purposes of, all applicable environmental laws, rules, regulations and ordinances now or hereafter in effect ("Environmental Laws"), including without limitation, any waste constituents coming within the definition or list of hazardous substances in 40 C.F.R. §§ 261.1 through 261.33 ("Hazardous Material"), the **Lessee** represents, warrants and covenants that it will indemnify and hold **Lessor** harmless from and against any and all losses, liabilities, damages, injuries, interest, deficiencies, fines, penalties, costs, expenses, attorneys' fees, disbursements, and costs of investigation and clean-up, including without limitation, claims, suits, and proceedings by federal, state, or local government authorities with respect to, or as a direct or indirect result of (1) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or releasing from, the property of any Hazardous Material, if such occurs during the term of the lease, (2) any other environmental pollution, including without limitation, any contaminant, waste, irritant or pollutant, discharged into or otherwise contained in the environment at or adjacent to the property if such occurs during the term of

the lease, (3) non-compliance relating to the **Lessee's** business or the property with any Environmental Law or any other federal, state or local statute, law, ordinance, rule, regulation, order or decree, or (4) the inaccuracy, misrepresentation or violation or default of or under any matter set forth in this section unless any such loss, liability, damage, injury or the like is directly caused by negligent acts of the **Lessor**. In addition, the **Lessee** shall at all times keep on file with the Macon County Fire Marshall a list of any of the materials, substances, or chemicals described in this paragraph and stored or kept on the leased premises.

8. E-VERIFY. Each Party hereto shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if any party hereto utilizes a subcontractor, such party shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IN TESTIMONY WHEREOF, the parties have signed this lease in their respective corporate names by their appropriate corporate officers and affixed their corporate seals on the date first written above in duplicate originals, one of which is retained by each of the parties.

LESSOR:
Macon County

(OFFICIAL SEAL)

By: _____
James Tate,
Chairman, Board of Commissioners

ATTEST:

Derek Roland, Clerk to the Board

LESSEE:
Community Care Clinic of Franklin, Inc.

By: _____
Print Name: _____

ATTEST:

Secretary

NORTH CAROLINA
MACON COUNTY

I, _____, a Notary Public, for _____ County, North Carolina, do hereby certify that _____ and _____, personally appeared before me this day and acknowledged that they are the _____ of the Community Care Clinic of Franklin, Inc. and the Secretary of the Community Care Clinic of Franklin, Inc., and that by authority duly given and as the act of the Community Care Clinic of Franklin, Inc., the foregoing instrument was signed by such _____ of the Community Care Clinic of Franklin, Inc., sealed with its corporate seal and attested by such Secretary of the Community Care Clinic of Franklin, Inc..

WITNESS my hand and official seal, this the ____ day of _____, 2019.

(OFFICIAL SEAL)

Official Signature of Notary

Notary Public's printed or typed name

My Commission expires: _____

STATE OF NORTH CAROLINA
MACON COUNTY

I, _____, a Notary Public, for _____ County, North Carolina, do hereby certify that James Tate and Derek Roland, personally appeared before me this day and acknowledged that they are the Chairman of the Macon County Board of Commissioners and the Clerk to the Macon County Board of Commissioners for Macon County, North Carolina, and that by authority duly given and as the act of Macon County, North Carolina, the foregoing instrument was signed by such Chairman of the Macon County Board of Commissioners, sealed with its corporate seal and attested by such Clerk to the Macon County Board of Commissioners.

WITNESS my hand and official seal, this the ____ day of _____, 2019.

(OFFICIAL SEAL)

Official Signature of Notary

Notary Public's printed or typed name

My Commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF MACON

**RESOLUTION OF THE MACON COUNTY BOARD OF COUNTY COMMISSIONERS
DECLARING PROPERTY TO BE SURPLUS AND APPROVING A ONE YEAR LEASE
OF THE SAME BY MACON COUNTY TO COMMUNITY CARE CLINIC OF
HIGHLANDS-CASHIERS, INC., a North Carolina non-profit corporation**

THAT WHEREAS, Macon County owns certain real property being described in the Lease to COMMUNITY CARE CLINIC OF HIGHLANDS-CASHIERS, INC., a North Carolina non-profit corporation, a copy of which is attached hereto; and

WHEREAS, Macon County does not presently have a use for all of the same and the same will not be needed by Macon County during the term of the Lease; and

WHEREAS, Macon County desires to declare the same to be surplus and authorize the entry of the Lease to COMMUNITY CARE CLINIC OF HIGHLANDS-CASHIERS, INC., a North Carolina non-profit corporation, a copy of which is attached hereto, for the period of one year effective from July 1, 2019; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-272, Macon County is authorized to enter into the Lease to COMMUNITY CARE CLINIC OF HIGHLANDS-CASHIERS, INC., a North Carolina non-profit corporation, a copy of which is attached hereto, upon the passing of a Resolution authorizing the same.

NOW THEREFORE, upon Motion of Commissioner _____, seconded by Commissioner _____, and duly approved, be it hereby resolved by the Macon County Board of County Commissioners as follows:

RESOLVED, that Macon County does hereby declare the real property described in the Lease to COMMUNITY CARE CLINIC OF HIGHLANDS-CASHIERS, INC., a North Carolina non-profit corporation, a copy of which is attached hereto and incorporated herein by reference, to be surplus property and the same will not be needed by Macon County during the term of the Lease; and

RESOLVED, that Macon County does hereby authorize the entry into the Lease to COMMUNITY CARE CLINIC OF HIGHLANDS-CASHIERS, INC., a North Carolina non-profit corporation, a copy of which is attached hereto and incorporated herein by reference, for the period of one year effective from July 1, 2019; and

RESOLVED, that James Tate, the Chairman of the Macon County Commissioners, is hereby

authorized and directed to fill in any blanks upon the same and execute said Lease to COMMUNITY CARE CLINIC OF HIGHLANDS-CASHIERS, INC., a North Carolina non-profit corporation, on behalf of Macon County.

Adopted at the June ____, 2019, Regular Meeting of the Macon County Board of Commissioners.

James Tate, Chairman of the Macon County Board
County Commissioners

ATTEST:

Derek Roland, Clerk to the Board

(Official Seal)

**NORTH CAROLINA
MACON COUNTY**

LEASE AGREEMENT

This lease is made this 1st day of July, 2019, by and between MACON COUNTY, a body politic organized and existing under the laws of the State of North Carolina, hereinafter called the "**Lessor**," and COMMUNITY CARE CLINIC OF HIGHLANDS-CASHIERS, INC., a North Carolina non-profit corporation with a principal office at 57 White Owl Lane, Cashiers, NC 28717, hereinafter called the "**Lessee**."

WITNESSETH:

1. That subject to the terms and conditions hereinafter set forth, the **Lessor** leases unto the **Lessee**, and the Lessee accepts as a tenant, that certain office and clinic space located on the lower level of the Macon County Public Health Center's Highlands Facility at Aunt Dora Lane off Buck Creek Road, Highlands, NC. The portion of the premises which are leased hereunder to **Lessee** consists of the space mutually agreed upon and presently and exclusively used by **Lessee** in the current storage area on the lower level of the Macon County Public Health Center's Highlands Facility at Aunt Dora Lane off Buck Creek Road, Highlands, NC, together with the nonexclusive right to use in common with **Lessor** and its assigns, the presently used interview rooms, exam rooms, offices, kitchen/lab/clinical area, height/weight/shot room and shared waiting, parking for and access to the leased premises.
2. TERM. This lease shall commence July 1, 2019, and end on June 30, 2020.
3. PURPOSE. **Lessee** shall use the leased premises only to maintain an office in order to provide a reduced-cost primary care medical clinic which shall be open to low income persons for approximately 36 hours per week on a non-profit basis and in order to further the public health interests of low income persons and the interest of Macon County in having reduced-cost primary care medical clinic available to low income persons in Macon County.

4. RENTAL. The rent and consideration for this Lease Agreement shall be \$0.00 per month payable by the tenth of each month and **Lessee's** express promise to at all times during the term of this Lease Agreement provide a reduced-cost primary care medical clinic which shall be open to low income persons for approximately 36 hours per week on a non-profit basis and in order to further the public health interests of low income persons and the interest of Macon County in having reduced-cost primary care medical clinic available to low income persons in Macon County. The monthly rental shall include electric service, heat and water provided by the **Lessor**. **Lessee** shall provide any other utilities and specifically its telephone service and garbage disposal.
5. MAINTENANCE & ALTERATION. Lessee agrees to accept the premises in their present condition, to make all necessary repairs during the term of this lease and at termination to surrender the premises to the Lessor in as good condition as they, now are, except for ordinary wear and tear incident to the use of the premises. Lessee shall not alter the premises in any way without the express written consent of Lessor.
6. INDEMNIFICATION. Lessee shall indemnify **Lessor** and hold it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury or damage to property occurring in or about, or arising out of, the leased premises, or occasioned wholly or in part by any act or omission of **Lessee**, its agents, licensees, concessionaires, customers or employees. In the event Lessor shall be made a party to any litigation, commenced by or against Lessee, its agents, licensees, concessionaires, customers or employees, then **Lessee** shall protect and hold **Lessor** harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by **Lessor** in connection with such litigation.
7. HAZARDOUS MATERIALS. With respect to any pollutants, contaminants, chemicals, or industrial, toxic or hazardous substance or material defined as such in, or for purposes of, all applicable environmental laws, rules, regulations and ordinances now or hereafter in effect ("Environmental Laws"), including without limitation, any waste constituents coming within the definition or list of hazardous substances in 40 C.F.R. §§ 261.1 through 261.33 ("Hazardous Material"), the **Lessee** represents, warrants and covenants that it will indemnify and hold **Lessor** harmless from and against any and all losses, liabilities, damages, injuries, interest, deficiencies, fines, penalties, costs, expenses, attorneys' fees, disbursements, and costs of investigation and clean-up, including without limitation, claims, suits, and proceedings by federal, state, or local government authorities with respect to, or as a direct or indirect result of (1) the presence on or under, or the escape, seepage, leakage, spillage,

discharge, emission, discharging or releasing from, the property of any Hazardous Material, if such occurs during the term of the lease, (2) any other environmental pollution, including without limitation, any contaminant, waste, irritant or pollutant, discharged into or otherwise contained in the environment at or adjacent to the property if such occurs during the term of the lease, (3) non-compliance relating to the **Lessee's** business or the property with any Environmental Law or any other federal, state or local statute, law, ordinance, rule, regulation, order or decree, or (4) the inaccuracy, misrepresentation or violation or default of or under any matter set forth in this section unless any such loss, liability, damage, injury or the like is directly caused by negligent acts of the **Lessor**. In addition, the **Lessee** shall at all times keep on file with the Macon County Fire Marshall a list of any of the materials, substances, or chemicals described in this paragraph and stored or kept on the leased premises.

8. E-VERIFY. Each Party hereto shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if any party hereto utilizes a subcontractor, such party shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IN TESTIMONY WHEREOF, the parties have signed this lease in their respective corporate names by their appropriate corporate officers and affixed their corporate seals on the date first written above in duplicate originals, one of which is retained by each of the parties.

LESSOR:
Macon County

(OFFICIAL SEAL)

By: _____
James Tate,
Chairman, Board of Commissioners

ATTEST:

Derek Roland, Clerk to the Board

LESSEE:
Community Care Clinic of Highlands-Cashiers, Inc.

By: _____
Print Name: _____

ATTEST:

Secretary

NORTH CAROLINA
MACON COUNTY

I, _____, a Notary Public, for _____ County, North Carolina, do hereby certify that _____ and _____, personally appeared before me this day and acknowledged that they are the _____ of the Community Care Clinic of Highlands-Cashiers, Inc. and the Secretary of the Community Care Clinic of Highlands-Cashiers, Inc., and that by authority duly given and as the act of the Community Care Clinic of Highlands-Cashiers, Inc., the foregoing instrument was signed by such _____ of the Community Care Clinic of Highlands-Cashiers, Inc., sealed with its corporate seal and attested by such Secretary of the Community Care Clinic of Highlands-Cashiers, Inc..

WITNESS my hand and official seal, this the ____ day of _____, 2019.

(OFFICIAL SEAL)

Official Signature of Notary

Notary Public's printed or typed name

My Commission expires: _____

STATE OF NORTH CAROLINA
MACON COUNTY

I, _____, a Notary Public, for _____ County, North Carolina, do hereby certify that James Tate and Derek Roland, personally appeared before me this day and acknowledged that they are the Chairman of the Macon County Board of Commissioners and the Clerk to the Macon County Board of Commissioners for Macon County, North Carolina, and that by authority duly given and as the act of Macon County, North Carolina, the foregoing instrument was signed by such Chairman of the Macon County Board of Commissioners, sealed with its corporate seal and attested by such Clerk to the Macon County Board of Commissioners.

WITNESS my hand and official seal, this the ____ day of _____, 2019.

(OFFICIAL SEAL)

Official Signature of Notary

Notary Public's printed or typed name

My Commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF MACON

**RESOLUTION OF THE MACON COUNTY BOARD OF COUNTY COMMISSIONERS
DECLARING PROPERTY TO BE SURPLUS AND APPROVING A ONE YEAR LEASE
OF THE SAME BY NORTH CAROLINA COMMUNITY CARE NETWORKS, INC., a
North Carolina non-profit corporation**

THAT WHEREAS, Macon County owns certain real property being described in the Lease to NORTH CAROLINA COMMUNITY CARE NETWORKS, INC., a North Carolina non-profit corporation, a copy of which is attached hereto; and

WHEREAS, Macon County does not presently have a use for the same and will not need the same during the term of such lease; and

WHEREAS, Macon County desires to declare the same to be surplus and authorize the entry of the Lease to NORTH CAROLINA COMMUNITY CARE NETWORKS, INC., a North Carolina non-profit corporation, a copy of which is attached hereto, for the period of one year effective from July 1, 2019; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-272, Macon County is authorized to enter into the Lease to NORTH CAROLINA COMMUNITY CARE NETWORKS, INC., a North Carolina non-profit corporation, a copy of which is attached hereto, upon the passing of a Resolution authorizing the same.

NOW THEREFORE, upon Motion of Commissioner _____, seconded by Commissioner _____, and duly approved, be it hereby resolved by the Macon County Board of County Commissioners as follows:

RESOLVED, that Macon County does hereby declare the real property described in the Lease to NORTH CAROLINA COMMUNITY CARE NETWORKS, INC., a North Carolina non-profit corporation, a copy of which is attached hereto and incorporated herein by reference, to be surplus property and it has determined that it does not presently have a use for the same and will not need the same during the term of such lease; and

RESOLVED, that Macon County does hereby authorize the entry into the Lease to NORTH CAROLINA COMMUNITY CARE NETWORKS, INC., a North Carolina non-profit corporation, a copy of which is attached hereto and incorporated herein by reference, for the period of one year effective from July 1, 2019; and

RESOLVED, that James Tate, the Chairman of the Macon County Commissioners, is hereby authorized and directed to fill in any blanks upon the same and execute said Lease NORTH CAROLINA COMMUNITY CARE NETWORKS, INC., a North Carolina non-profit corporation, on behalf of Macon County; and

Adopted at the June 11, 2019, Regular Meeting of the Macon County Board of Commissioners.

James Tate, Chairman of the Macon County Board
County Commissioners

ATTEST:

Derek Roland, Clerk to the Board

(Official Seal)

**STATE OF NORTH CAROLINA
COUNTY OF MACON**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into effective this the 1st day of July, 2019, by and between MACON COUNTY PUBLIC HEALTH (hereinafter referred to as **LESSOR**), and NORTH CAROLINA COMMUNITY CARE NETWORKS, INC., a North Carolina Non-Profit Corporation (hereinafter referred to as **LESSEE**),

WITNESSETH

THAT subject to the terms and conditions set forth herein below, lessor does hereby let and lease unto the Lessee and the Lessee does hereby accept as a tenant of the Lessor certain premises lying and being in the Township of Franklin, Macon County, North Carolina, and being more particularly described as follows:

Work Space: Three (3) cubicles, approximately 48 square feet each (total space 144 square feet)

Space Includes access to: Telephone (Including fax), internet connection (including WIFI access), waste disposal, meeting rooms, and parking for staff.

Location of Work Space leased: Human Services Building, Macon County Public Health Center
1830 Lakeside Drive, Franklin NC 28734.

1. The term of this lease shall be for a period of one year commencing on the 1st day of July, 2019, or as soon hereafter as the leased premises are ceded to the Lessee, and terminating on June 30, 2020.
2. The Lessee shall pay to the Lessor as rental for said premises the sum of Five Thousand, Seventy-Six Dollars (\$5,076), which sum shall be paid in three (3) equal monthly installments of Four Hundred and Twenty-Three (\$423.00) with the first such monthly installment being due and payable on July 1, 2019, and a like monthly installment being due on the first day of each month thereafter during the term of this Lease Agreement.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified or to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.
 - A. Heating facilities, air conditioning facilities, electrical facilities, adequate lighting fixtures and sockets, and hot and cold water facilities, and adequate toilet facilities with proper ventilation.
 - B. All utilities to include local telephone, and internet access.
 - C. This shall include maintenance and cleaning of lawns, shrubbery, sidewalks and parking areas.

- D. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
 - E. Parking
 - F. All fire and safety inspection fees and storm water fees to be the responsibility of the Lessor.
4. During the lease term, the Lessor shall keep the leased premises in good repair and tenable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but not be limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition fail, refuse or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee, in addition to any other remedy the Lessor may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.
 5. It is understood and agreed that the Lessor shall, at the beginning of said lease term as hereinabove set forth have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing, and electrical wiring suitable for the purpose for which the leased premises will be used by Lessee. By executing this Lease Agreement, Lessee stipulates and agrees that it is satisfied with the leased premises "as is".
 6. If the said premises be destroyed by fire or other casualty, without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired.
 7. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.
 8. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, or public calamity, by the elements, by act of God or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.
 9. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreement herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.
 10. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance.

No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.

11. Any hold over after the expiration of the said term or any extension thereat shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.
12. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local office on the premises leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee for lease payments hereunder.
13. The Lessee shall keep the premises in good repair and tenable condition during and upon the termination of this Lease Agreement.
14. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid addressed as follows: To the Lessor, MACON COUNTY, 5 West Main Street, Franklin, North Carolina 28734 and the Lessee, NORTH CAROLINA COMMUNITY CARE NETWORKS, INC., Attention: General Counsel, 2300 Rexwoods Drive, Raleigh, NC 27607. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.
15. E-VERIFY. Each Party hereto shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if any party hereto utilizes a subcontractor, such party shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

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

MACON COUNTY NORTH CAROLINA

NORTH CAROLINA COMMUNITY CARE
NETWORKS, INC.

James Tate, Chairman, Board of Commissioners

Tom Wroth, MD, President

(OFFICIAL SEAL)

ATTEST:

Derek Roland, Clerk of the Board

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: June 11, 2019

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Fireworks permits

COMMENTS/RECOMMENDATION:

Attached please find the following:

- (1) An application and supporting documentation from Nantahala Volunteer Fire and Rescue requesting a permit for a fireworks display to be held on Nantahala Lake on Saturday, June 29.
- (2) A letter from Linda Harbuck with the Franklin Area Chamber of Commerce requesting permission to conduct a fireworks display at the Macon County Veterans Memorial Park on July 4. Mrs. Harbuck or a chamber representative will be at the meeting to provide an update on the status of the chamber's application.

Attachments 1 Yes No

Agenda Item 11D(1) and (2)

STATE OF NORTH
CAROLINA COUNTY OF
MACON

**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 R. Bateman 191 Anderson Road, Andrews, NC 28901**

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: **Island on Nantahala Lake**

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? **No** . If so, what? ____ .

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(c), whichever is greater? **Yes** Attach full copy of the same.

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 Bateman, Gary Frazier, Rick Trammel, Paul Earwood**

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**.

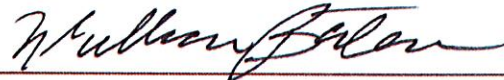
11. Will the display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, personally direct all aspects of

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 22nd day of April, 2019.

A handwritten signature in cursive script, appearing to read "William Bolton", is written above a horizontal line.

Display Operator/Applicant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Michelle Kugler	
	PHONE (A/C, No, Ext): 727-547-3070 FAX (A/C, No): 727-367-5895 E-MAIL ADDRESS: mkugler@alliedspecialty.com	
INSURED ZAMBELLI FIREWORKS MFG CO, INC., ETAL 120 Marshall Drive, Warrendale, PA 15086	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : T.H.E. Insurance Company	12866
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	CPP0103167-06	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Protection & Indemnity \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CPP0103167-06	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ELP0011081-06 GL Excess P & I Included	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	Coverage is afforded in the State(s) of:			PER STATUTE DTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine / Hull Excess Auto		CPP0103167-06 ELP0012954-00 VL	02/01/2019 02/01/2019	02/01/2020 02/01/2020	Hull Limit \$900,000 Show Limit \$1,500,000 EA OCC & AGGREGATE \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Display Date: June 29, 2019

Rain Date:

Location: Wayah Road, Nantahala Lake

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured, excess is follow form:

Nantahala Volunteer Fire & Rescue, Inc.; Richard Jones (property owner); Franklin Area Chamber of Commerce; Franklin Tourism Development Committee; State of North Carolina - ATIMA.

CERTIFICATE HOLDER

Nantahala Volunteer Fire & Rescue, Inc.
19036 Wayah Road
Topton, NC 28721

C# 516701


CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Shell Listing
Nantahala VFD
Topton, NC
June 29, 2019**

<i>Shell Description</i>	<i>Quantity of Shells</i>
 Three Inch Assorted Shells	210
Four Inch Assorted Shells	102
Five Inch Assorted Shells	40

NO STORAGE REQUIRED

Fireworks **will not** be stored onsite. All fireworks will be delivered on the day of the display on a Zambelli Co. truck.

PROCEDURES FOR FAILURES

In the event that a shell fails to ignite or malfunctions we will follow the NFPA 1123 "Post Display Operations", specifically 9.5.2.1 – Unfired shells shall be permitted to either be 1) fired in accordance with the code or 2) packaged and returned to the supplier in compliance with all applicable regulations.



Changes in NCDOT Operator(s) and Assistant(s)

Should the assigned NCDOT Operator(s) and/or Assistant Operator(s) become unavailable for a display due to illness, work schedule, emergency, etc... Zambelli will assign an equally qualified NCDOT Operator(s) and or Assistant Operator(s) who will carry with them evidence of their current licensing as provided by the NCDOT and will present such license to the AHJ upon request. Zambelli will also endeavor to notify all parties in the event any changes need to be made.

Boca Raton, FL
Raleigh, NC

Shafter, CA
Myrtle Beach, SC

20 South Mercer Street
New Castle, PA 16101
1.800.245.0397
Fax #724.658.8318

Walkersville, MD
Denver, CO

Cincinnati, OH

Current Pyrotechnic License Holders

Select License Type of Interest

- | | |
|---|---|
| <input checked="" type="radio"/> Pyrotechnic 1.3G | <input checked="" type="radio"/> Operator |
| <input type="radio"/> Pyrotechnic 1.4G | <input type="radio"/> Assistant |
| <input type="radio"/> Proximate Audience | |

Get License Holder Information

Pyrotechnic License Number **Driver's License Number**

1583

Holder's Full Name: William Ray Bateman
Business Name: Zambelli Fireworks
Government ID By: North Carolina
Government ID Type: Driver License
ID Number: ***7110



License Number: 1583
License Type: 1.3G Pyrotechnic
License Level: Operator
License Status: Valid
Expiration Date: 06/09/2019

Get a list of license holders by Last Name or Business/Employer

Last Name

Business/Employer



May 1, 2019

Mr. Derek Roland, County Manager
Macon County Board of Commissioners
5 West Main Street
Franklin, North Carolina 28734

To Whom This May Concern:

Pursuant to North Carolina Statutes Chapter 14, Article 54 (Sale, etc., of Pyrotechnics), Section 14-413 Permits for use at public exhibitions, the Franklin Area Chamber of Commerce hereby requests permission to conduct the annual July 4 public fireworks display at the Macon County Veterans Memorial Park on July 4, 2019.

I have the application that has to be completed by the Display Operator/Applicant but will not be able to complete it at this time. We are working with East Coast Pyrotechnics at this time and do not have the names of the individuals who will be handling the pyrotechnics yet. I will have all the information requested on the form before July 4th and will submit the form to you before then. I just want to make sure that we have permission from the County for this year's exhibition.

Thank you for your support of this event. If you have questions or concerns, please do not hesitate to contact me at the Franklin Chamber of Commerce (828-524-3161).

Kind regards,

Linda Harbuck, Executive Director
Franklin Area Chamber of Commerce
98 Hyatt Road
Franklin, North Carolina 28734
lindah@franklin-chamber.com

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: June 11, 2019

DEPARTMENT/AGENCY: Tourism Development Commissions

SUBJECT MATTER: Amendments and updates to documents

COMMENTS/RECOMMENDATION:

Per the County Attorney, he is preparing the following documents for the board's consideration and will present them at the meeting on Tuesday:

- (1) An amendment to the resolution creating the Franklin-Nantahala and the Highlands Area tourism development commissions.
- (2) Amendments to the by-laws for the Franklin-Nantahala Area Tourism Development Commission.
- (3) Amendments to the by-laws for the Highlands Area Tourism Development Commission.
- (4) Service contract with the Franklin Area Chamber of Commerce.
- (5) Service contract with the Highlands Area Chamber of Commerce.

Attachments _____ Yes No

Agenda Item 11E (1) through (5)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: June 11, 2019

DEPARTMENT/AGENCY: Human Resources

SUBJECT MATTER: Amendment to personnel policy

COMMENTS/RECOMMENDATION:

On behalf of the county's Insurance Committee, I am requesting a change in the county's personnel policy. During our discussions this year, the committee agreed that an employee would need to work 30 years for Macon County and retire in order to receive the health insurance benefit listed in Article VI (Employee Benefits), Section 2 (Hospitalization and Medical Benefits) of the personnel policy. As the policy reads now, it provides the benefit for those who "retire and have a minimum of 30 years of service in the State retirement system..." With the board's approval, I would seek authorization to work with the County Attorney to amend the policy with appropriate language to reflect this change and further ask that it be effective as of July 1, 2019. It would then affect all new hires on or after that date, giving future Human Resources personnel a clear line of delineation in the application of the policy. Eligible spouses would continue to be allowed to participate as long as the retiree remains eligible.

Attachments _____ Yes No

Agenda Item 11F

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: June 11, 2019

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Consent Agenda

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

- A. **Grant Project Ordinance for 2019 Urgent Repair Program** – See attached copy (12A). The Finance Director can provide additional information if needed.
- B. **Grant Project Ordinance for Weatherization Assistance Program FY 2020** – See attached copy (12B). The Finance Director can provide additional information if needed.
- C. **Grant Project Ordinance Amendment for Weatherization Assistance Program FY 2019** -- See attached copy (12C). The Finance Director can provide additional information if needed.
- D. **Ordinance Amending the Fiscal Year 2018-19 Budget** -- See attached copy (12D). The Finance Director can provide additional information if needed.
- E. **Capital Project Ordinance Amendment for School Technology** -- See attached copy (12E). The Finance Director can provide additional information if needed.
- F. **Capital Project Ordinance for Dog Park** -- See attached copy (12F). The Finance Director can provide additional information if needed.
- G. **Tax releases** – Consideration of tax releases for April 2019 in the amount of \$39.06, per Attachment 12G.
- H. **Ad valorem tax collection report** – Attachment 12H (this item does not require board approval).

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

Attachments X Yes No

Agenda Item 12 (A) – 12 (H)

**MACON COUNTY, NORTH CAROLINA
GRANT PROJECT ORDINANCE
2019 URGENT REPAIR PROGRAM**

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

SECTION 1. The project authorized is the 2019 Urgent Repair Program (URP19) administered through the NC Housing Finance Agency.

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

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

Urgent Repair	\$100,000
---------------	-----------

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

NC Housing Finance Agency	\$100,000
---------------------------	-----------

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

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

ADOPTED this 11th day of June, 2019.

James P. Tate, Chairman
Board of Commissioners

**MACON COUNTY, NORTH CAROLINA
GRANT PROJECT ORDINANCE
WEATHERIZATION ASSISTANCE PROGRAM FY 2020**

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

SECTION 1. The project authorized is a Weatherization Assistance Program and a Heating and Air Repair and Replacement Program administered through the NC Department of Environmental Quality.

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

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

Weatherization Services DOE	\$ 93,388
Weatherization Services DHHS	56,130
HARRP Services DHHS	<u>42,126</u>
Total	\$191,644

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

DOE WX Funds	\$ 93,388
DHHS LIHEAP WX Funds	56,130
DHHS HARRP Funds	<u>42,126</u>
Total	\$191,644

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

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

ADOPTED this 11th day of June, 2019.

James P. Tate, Chairman
Board of Commissioners

**MACON COUNTY, NORTH CAROLINA
GRANT PROJECT ORDINANCE
AMENDMENT
WEATHERIZATION ASSISTANCE PROGRAM FY 2019**

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

SECTION 1. The project authorized is a Weatherization Assistance Program and a Heating and Air Repair and Replacement Program administered through the NC Department of Environmental Quality.

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

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

Weatherization Services DOE	\$82,919
Weatherization Services DHHS	63,055
HARRP Services DHHS	<u>9,894</u>
Total	\$155,868

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

DOE WX Funds	\$82,919
DHHS LIHEAP WX Funds	63,055
DHHS HARRP Funds	<u>9,894</u>
Total	\$155,868

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

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

ADOPTED this 11th day of June, 2019.

James P. Tate, Chairman
Board of Commissioners

MACON COUNTY, NORTH CAROLINA
ORDINANCE AMENDING
The Fiscal Year 2018-2019 Budget

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

SECTION 1. The following amounts are hereby appropriated in the General Fund for the operation of the county government and its activities for the fiscal year beginning July 1, 2018, and ending June 30, 2019, in accordance with the chart of accounts heretofore established for this county:

Governing Board	\$ 612,934
Administration	474,019
Finance	583,068
Tax Supervision	696,849
Mapping	191,825
Tax Assessment	523,816
Legal	132,500
Human Resources	213,687
Board of Elections	296,144
Register of Deeds	327,808
Information Technology	1,570,242
Garage	395,045
Buildings & Grounds	2,569,740
Sheriff	4,821,829
Courthouse Security	513,929
NC Forest Service Contract	70,000
Governor's Highway Safety	-
Law Enforcement Center	2,868,598
Permitting, Planning, and Development	571,935
Emergency Medical Service	3,558,322
Emergency Management Services/Fire Task Force	1,673,660
E911 Addressing	126,693
Animal Control	357,613
Airport	36,200
Economic Development	125,294
Cowee School	59,020
Transit Services	1,429,899
Soil Conservation	265,074
Cooperative Extension	242,031
Health Department	6,934,797
Social Services	5,345,844
Mental Health/Handicapped	168,993
Juvenile Crime Prevention Council	115,439
Veterans Services	124,354
Senior Services	857,228
Library Services	1,019,390
Recreation	1,289,022
Education	9,754,132
Transfers to other funds	2,817,913
Special Appropriations	194,342
Non-Departmental	<u>1,298,694</u>
Total Appropriations	\$ 55,227,922

SECTION 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Tax Collections	\$ 28,601,224
Gross Receipts Tax	31,500
Local Option Sales Tax	8,257,412
Payments in Lieu of Taxes	352,000
Service Fees	3,616,256
Health Programs	4,366,855
JCPC Grants	89,324
Social Services Revenues	4,042,120
Transit Services Grants & Fees	1,200,966
Veterans Affairs	2,176
Senior Services Revenues & Fees	449,768
Recreation Fees	55,900
Interest Earnings	694,000
Rentals	62,000
ABC Funds	12,000
Miscellaneous Income	296,736
Fund Balance Appropriated	2,347,895
Grants	323,290
Transfers To General Fund	<u>426,500</u>
Total Estimated Revenues	\$ 55,227,922

SECTION 3. The following amounts are hereby appropriated in the Debt Service Fund for the payment of principal and interest on the outstanding and anticipated debt of the county and the fees relating thereto for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Principal payments	\$ 3,169,017
Interest payments	<u>909,297</u>
Total Appropriations	\$ 4,078,314

SECTION 4. It is estimated that the following revenues will be available in the Debt Service Fund for fiscal year beginning July 1, 2018, and ending June 30, 2019:

Transfer from General Fund	\$ 1,266,351
Transfer from Schools Capital Reserve Fund	2,100,978
Subsidy Refunds	368,230
Town of Franklin	42,755
Interest	-
Fund Balance Appropriated	-
Lottery	<u>300,000</u>
Total Estimated Revenues	\$ 4,078,314

SECTION 5. The following amounts are hereby appropriated in the Schools Capital Reserve Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Transfer to Debt Service Fund	\$ <u>2,100,978</u>
Total Appropriations	\$ 2,100,978

SECTION 6. It is estimated that the following revenues will be available in the Schools Capital Reserve Fund for the year beginning July 1, 2018, and ending June 30, 2019:

Local Option Sales Tax	\$ <u>2,100,978</u>
Total Estimated Revenues	\$ 2,100,978

SECTION 7. The following amounts are hereby appropriated in the Fire District Tax Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Franklin	\$	858,967
Clarks Chapel		326,681
Otto		333,391
Cullasaja		255,228
West Macon		312,008
Scaly Mountain		123,640
Burningtown/Iotla		226,624
Cowee		312,882
Nantahala		231,491
Highlands		378,421
Mountain Valley		<u>136,411</u>
Total Appropriations	\$	3,495,744

SECTION 8. The following tax rates, based upon an estimated collections rate of 97.99%, are hereby levied for the Fire Tax Districts for the fiscal year beginning July 1, 2018, and ending June 30, 2019. Rates are per \$100 of assessed valuation of taxable property.

<u>Fire District</u>	<u>Tax Rate</u>	<u>Levy</u>
Franklin	0.0545	\$ 858,967
Clarks Chapel	0.0765	326,681
Otto	0.0650	333,391
Cullasaja	0.0537	255,228
West Macon	0.0681	312,008
Scaly Mountain	0.0486	123,640
Burningtown/Iotla	0.1009	226,624
Cowee	0.1103	312,882
Nantahala	0.0643	231,491
Highlands	0.0108	378,421
Mountain Valley	0.1270	<u>136,411</u>
Total Estimated Revenues		\$ 3,495,744

SECTION 9. The following amounts are hereby appropriated in the Emergency 911 Surcharge Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

911 Program	\$	<u>467,825</u>
Total Appropriations	\$	467,825

SECTION 10. It is estimated that the following revenues will be available in the Emergency 911 Surcharge Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

911 Revenues	\$	160,223
Fund Balance Appropriated		<u>307,602</u>
Total Estimated Revenues	\$	467,825

SECTION 11. The following amounts are hereby appropriated in the Solid Waste Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Solid Waste Operations	\$	4,713,538
Transfers to Closure/Post closure Reserve		<u>485,483</u>
Total Appropriations	\$	5,199,021

SECTION 12. It is estimated that the following revenues will be available in the Solid Waste Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Landfill Fees	\$	2,550,000
Tipping Fees		1,500,000
Recycling Sales		275,000
State Reimbursements		115,063
Other Revenues		77,660
Fund balance appropriated		<u>681,298</u>
Total Estimated Revenues	\$	5,199,021

SECTION 13. The following amount is appropriated in the Old Sites Closure/Post-Closure Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Post-Closure Expenditures	\$	<u>115,000</u>
Total Appropriations	\$	115,000

SECTION 14. It is estimated that the following revenue will be available in the Old Sites Closure/Post-Closure Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Transfer from Solid Waste Fund	\$	<u>115,000</u>
Total Estimated Revenues	\$	115,000

SECTION 15. The following amounts are appropriated in the Cell I Closure/Post-Closure Reserve Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Closure Reserve	\$	304,725
Post-Closure Reserve		2,500
Remediation Reserve		<u>63,258</u>
Total Appropriations	\$	370,483

SECTION 16. It is estimated that the following revenue will be available in the Cell I Closure/Post-Closure Reserve Fund for fiscal year beginning July 1, 2018, and ending June 30, 2019:

Transfer from Solid Waste Fund	\$	<u>370,483</u>
Total Estimated Revenues	\$	370,483

SECTION 17. The following amount is appropriated in the Self-Insured Health Insurance Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Insurance Claims/Premium/Administration	\$	<u>5,976,558</u>
Total Appropriations	\$	5,976,558

SECTION 18. It is estimated that the following revenues will be available in the Self-Insured Health Insurance Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Contributions from Other Funds	\$	4,630,202
Cobra/Retirees Contributions		38,174
Interest Earnings		4,900
Transfer from general fund		1,103,282
Fund balance appropriated		<u>200,000</u>
Total Estimated Revenues	\$	5,976,558

SECTION 19. The following amounts are appropriated in the Federal/State Forfeiture Fund (fund 22) for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Federal Forfeiture Expenditures	\$	29,157
State Forfeiture Expenditures		<u>70,784</u>
Total Appropriations	\$	99,941

SECTION 20. It is estimated that the following revenues will be available in the Federal/State Forfeiture Fund (fund 22) for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Federal Forfeiture Revenues/Fund Balance Appropriated	\$	29,157
State Forfeiture Revenues/Fund Balance Appropriated		<u>70,784</u>
Total Estimated Revenues	\$	99,941

SECTION 21. The following amount is appropriated in the Economic Dev. Reserve Fund (fund 20) for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Transfer to general fund	\$	426,500
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SECTION 22. It is estimated that the following revenue will be available in the Economic Dev. Reserve Fund (fund 20) for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Revenues/Fund balance appropriated	\$	426,500
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SECTION 23. The following amount is appropriated in the Occupancy Tax Fund (fund 28) for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Occupancy Tax	\$	1,098,914
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SECTION 24. It is estimated that the following revenue will be available in the Occupancy Tax Fund (fund 28) for the fiscal year beginning July 1, 2018, and ending June 30, 2019:

Occupancy Tax Collections	\$	1,098,914
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SECTION 25. The Board of County Commissioners hereby levies a tax at the rate of 34.9 cents per one hundred dollars (\$100.00) valuation of property listed as of January 1, 2018, for the purpose of raising revenue included in "Tax Collections" in the General Fund in Section 2 of this ordinance.

This rate of tax is based upon an estimated total valuation of property for the purpose of taxation of \$8,062,561,074 and an estimated collection rate of 98.41% for real/personal and 100% for motor vehicles.

SECTION 26. The Board of County Commissioners hereby levies a per unit assessment fee for the fiscal year beginning July 1, 2018, and ending June 30, 2019, on solid waste disposal based upon the following schedule:

Residential Household/Mobile Home	\$	95.00
Commercial Buildings	\$	95.00

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

SECTION 27. The Board of Commissioners hereby levies a charge of \$66.00 per ton for non-residential tipping fees for demolition and commercial waste. A charge of \$10.00 per ton is levied for Materials Useful and a charge of \$30.00 per ton is levied for brush and stumps. A charge of \$8.75 per ton is levied for Highlands transfer fee to Macon County Landfill.

SECTION 28. The County Manager and/or Finance Director are hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

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

SECTION 29. The County Manager is hereby authorized to accept grant funding which has been previously approved for application by the Board of Commissioners, including any local match involved. The County Manager is authorized to execute any resulting grant documents. Also, the County Manager is authorized to enter into contracts for purchases of apparatus, supplies, materials, or equipment as described in G.S. 143-129(a) up to the limits stated therein for informal bidding which are within budgeted appropriations. The County Manager is authorized to enter into routine service contracts in the normal course of county operation within budgeted appropriations. Change Orders for capital project contracts previously approved by the Board of Commissioners may be approved by the County Manager up to the informal bidding limits referred to above, provided that sufficient funding is available. All contracts authorized by this ordinance are approved for signature by the Chairman of the Board of County Commissioners, the County Manager, and/or the Clerk to the Board of Commissioners as appropriate.

SECTION 30. Copies of this Budget Ordinance shall be furnished to the Clerk to the Board of Commissioners and to the Budget Officer and Finance Director to be kept on file by them for their direction in the disbursement of funds.

Adopted this 11th day of June, 2019.

James P. Tate
Chairman, Board of Commissioners

Derek Roland
Clerk to the Board of Commissioners

**MACON COUNTY, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
AMENDMENT
SCHOOL TECHNOLOGY**

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

SECTION 1. The project authorized is Macon County Schools Technology.

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

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

Technology	<u>\$ 300,000</u>
Total	<u>\$ 300,000</u>

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

Various Revenues	<u>\$ 300,000</u>
Total	<u>\$ 300,000</u>

SECTION 5. The Finance Director is hereby directed to maintain within the Capital Projects Fund sufficient specific detailed accounting records to satisfy the requirements of the General Statutes of the State of North Carolina.

SECTION 6. The Finance Director is hereby authorized to transfer appropriations between line items within the capital projects fund.

SECTION 7. Copies of this capital project ordinance shall be furnished to the County Manager and the Finance Director for direction in carrying out this project.

ADOPTED this 11th day of June, 2019.

James P. Tate, Chairman
Macon County Board of Commissioners

**MACON COUNTY, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
DOG PARK**

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

SECTION 1. The project authorized is a Dog Park funded by a transfer from the general fund.

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

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

Construction	<u>\$111,457</u>
Total	<u>\$111,457</u>

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

Transfer from the General Fund	<u>\$111,457</u>
Total	<u>\$111,457</u>

SECTION 5. The Finance Director is hereby directed to maintain within the Capital Project Funds sufficient specific detailed accounting records to satisfy the requirements of the General Statutes of the North Carolina.

SECTION 6. The Finance Director is hereby authorized to transfer appropriations between line items within the capital projects fund.

SECTION 7. Copies of this capital project ordinance shall be furnished to the County Manager and the Finance Director for direction in carrying out this project.

ADOPTED this 11th day of June, 2019.

James P. Tate, Chairman
Macon County Board of Commissioners