

Macon County



MACON COUNTY BOARD OF COMMISSIONERS
APRIL 8, 2025
6 P.M.
AGENDA

1. Call to order and welcome by Chairman Young
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – None
6. Additions to agenda
7. Public Comment Period
8. Adjustments to and approval of the agenda
9. Reports/Presentations - None
10. Old Business
 - (A) Update on Highlands School Project – Project Coordinator Joe Allen and Representatives from Vannoy Construction
 - (B) Update on Macon County Recreation Park Pickleball Courts and Approval of Bid Package for Phase IA of the Recreation Master Plan – Mike Norris, McGill Associates
 - (C) Discussion and Approval of Bid Package for Macon County Recreation Park Tennis Courts – Parks and Recreation Director Seth Adams
 - (D) Update on Macon County Public Library Project – Project Coordinator Joe Allen
 - (E) Discussion Regarding Macon County Animal Services System Summary and Recommendations – County Manager Cabe
 - (F) Update on Cowee School – Mr. Cabe

- (G) Update and Discussion Regarding Upset Bid process for Offer to Purchase Surplus Property Located at 651 East Main Street - Attorney Eric Ridenour
- (H) Discussion Regarding Panther Drive and Porter Street Intersection Redesign – Mr. Cabe

11. New Business

- (A) Approval of Proclamation Declaring April 2025 as National County Government Month – Commissioner Young
- (B) Discussion and Approval of PARTF Grant Application – Parks and Recreation Director Seth Adams
- (C) Discussion Regarding Community Funding Pool – Mr. Cabe
- (D) Discussion and Approval of Reappointment of County Attorney Eric Ridenour – Mr. Cabe
- (E) Consideration and Approval of Resolution to Exempting Architectural Services for the Solid Waste Recovery Building from the Provisions of Article 3D of Chapter 143 of the North Carolina General Statutes – Mr. Cabe

12. Consent Agenda – Attachment #12

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

- (A) Minutes of the March 11, 2025, Regular Meeting
- (B) Budget Amendments #235-241
- (C) FY 2024-2025 Distribution Request-Public School Building Capital Fund-North Carolina Education Lottery
- (D) Capital Project Ordinance Amendment - Airport State Grant
- (E) Capital Project Ordinance - Airport Infrastructure Grants
- (F) Tax releases for the month of March 2025 in the amount of \$1,190.09
- (G) Monthly ad valorem tax collection report – no action necessary

13. Appointments

- (A) Board of Health (1 seat)

14. Closed session as allowed under NCGS 143-318.11

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – OLD BUSINESS

MEETING DATE: APRIL 8, 2025

10(A). Mr. Allen and representatives from Vannoy Construction will provide an update on the Highlands School Project.

10(B). Mike Norris with McGill Associates will provide an update on the pickleball courts. Approval of the bid package is needed.

10(C). Mr. Adams will provide an update on the tennis courts and will be requesting approval of the bid package.

10(D). Mr. Allen will present an update on the library facility's repairs and current findings.

10(E). Board Members have received a report on Animal Services. The Manager would like input from the Board concerning their desire to seek proposals from outside agencies to potentially operate the shelter, which could be included as part of the budget process

10(F). The current lease for Cowee School expires in April 2025. The current lease and a proposed renewal lease (a four-year option and a one-year option) are included in your packet. Mr. Cabe will be able to answer questions and provide further explanation as needed at the meeting.

10(G). Attorney Ridenour will provide an update on the upset bid process for surplus property located at 651 East Main Street and the next steps. The upset bid period ended on March 31, 2025, and no upset bids were received. The current offer, as presented at the March 11, 2025, regular meeting, is \$175,000.

10(H). Mr. Cabe has requested to discuss the North Carolina Department of Transportation (NCDOT) requirements for redesigning the intersection at Franklin High School.

NORTH CAROLINA

MACON COUNTY

**LEASE TO COWEE SCHOOL ARTS AND HERITAGE CENTER
FROM MACON COUNTY**

This lease is made this ___ day of April, 2025, by and between MACON COUNTY, a body corporate and politic organized and existing under the laws of the State of North Carolina, hereinafter called the "Lessor," and COWEE SCHOOL ARTS AND HERITAGE CENTER, a North Carolina Non-Profit Corporation, located in Macon County, North Carolina, hereinafter called the "Tenant."

WITNESSETH:

THAT WHEREAS, the State of North Carolina by way of N.C. Gen. Stat. § 160A-351 has established the following as policy for the State of North Carolina concerning recreation:

"The lack of adequate recreational programs and facilities is a menace to the morals, happiness, and welfare of the people of this State. Making available recreational opportunities for citizens of all ages is a subject of general interest and concern, and a function requiring appropriate action by both State and local government. The General Assembly therefore declares that the public good and the general welfare of the citizens of this State require adequate recreation programs, the creation, establishment, and operation of parks and recreation programs is a proper governmental function, and that it is the policy of North Carolina to forever encourage, foster, and provide these facilities and programs for all of its citizens."

; and

WHEREAS, N.C. Gen. Stat. § 160A-352 provides that "Recreation" means activities that are diversionary in character and aid in promoting entertainment, pleasure, relaxation, instruction, and other physical, mental and cultural development and leisure time experiences; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-444, Macon County is authorized to establish parks and provide recreational programs; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-449, Macon County is authorized to contract with and appropriate money to any person, association, or corporation, in order to carry out any public purpose that Macon County is authorized by law to engage in; and

WHEREAS, there is a need for recreation opportunities in the Cowee area of Macon County, North Carolina; and

WHEREAS, Macon County, owns the Old Cowee School, located at 51 Cowee School Drive, Franklin, NC 28734 and being the lands described in the Deed dated January 9, 2013, from Macon County Board of Education to Macon County recorded in Book J-35, at Pages 2206 - 2207, in the Office of the Register of Deeds for Macon County, North Carolina; and

WHEREAS, COWEE SCHOOL ARTS AND HERITAGE CENTER, a North Carolina Non-Profit Corporation, is willing to lease such real property in accordance with this Lease Agreement and as consideration for the same it is willing to agree with Macon County as provided for hereinafter that it will use such real property in part for public "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352 and that it will provide recreational opportunities to the general public at such location; and

WHEREAS, it is the intent and ultimate goal of the parties that the non-profit tenant, COWEE SCHOOL ARTS AND HERITAGE CENTER, Inc., becomes self-sufficient and able to provide for all maintenance, repairs, costs and improvements of the premises leased herein. Notwithstanding, Macon County reserves the right to appropriate and provide funds to COWEE SCHOOL ARTS AND HERITAGE CENTER, a North Carolina Non-Profit Corporation, within its discretion and in accordance with the provisions of N.C. Gen. Stat. § 153A-449 to further assist in carrying out the public purpose of providing recreation opportunities to the general public upon such real property.

NOW THEREFORE, IN CONSIDERATION of and subject to the terms and conditions hereinafter set forth, the Lessor does hereby demise and let and the Tenant does hereby rent and hire from the Lessor, those certain premises (hereinafter referred to as the "Premises") and being more particularly described as follows:

(1) Premises. Being the Old Cowee School Property, located at 51 Cowee School Drive, Franklin, NC 28734 and being more particularly described as the lands described in the Deed dated January 9, 2013, from Macon County Board of Education to Macon County recorded in Book J-35, at Pages 2206 - 2207, in the Office of the Register of Deeds for Macon County, North Carolina.

(2) Term. This lease shall commence on April 20, 2025 and shall continue for 1 year, expiring on April 20, 2026.

(3) Rent/Consideration. The consideration given by the COWEE SCHOOL ARTS AND HERITAGE CENTER, for the use of the property shall be the sum of \$1 and the further consideration of:

A: Tenant shall use a substantial part of the property for public "recreation" as by N.C. Gen. Stat. § 160A-352;

- B. Tenant shall provide substantial recreational opportunities to the general public at such location in the nature of those which it has heretofore provided at such location and which are consistent with definition of "recreation" as defined by N.C. Gen. Stat. § 160A-352;
- C. Tenant agrees to make the Old Cowee School open and available to members of the general public during reasonable days and hours for "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352 for the period between April 8, 2025, and the end of April 30, 2026, and it shall in fact provide substantial provide recreational opportunities to the general public at such location and during such hours;
- D. Tenant agrees to perform its obligations hereunder in a nondiscriminatory fashion appropriate for public activity and there shall be no discrimination by Sublessee on the basis of race, sex, national origin, religion or otherwise; and
- E. *Annual Report.* Upon request by the Landlord, Tenant shall be required to give a report at a regularly scheduled meeting of the Macon County Commissioners of Tenant's profit-loss statement, plans and progress toward becoming a self-sufficient entity, able to provide for the maintenance, repairs, costs and improvements of the premises and services required herein.

(4) Use of Premises. The leased premises shall only be used by Tenant for the operation of the COWEE SCHOOL ARTS AND HERITAGE CENTER, a North Carolina Non-Profit Corporation, consistent with the manner in which it has heretofore operated the same at such location and for also providing substantial recreational opportunities to the general public at such location in the nature of those which it has heretofore provided at such location and consistent with definition of "recreation" as that term is defined in N.C. Gen. Stat. § 160A-352.

(5) No Assignment, but certain Subleases allowed This lease shall not be assigned by Tenant but Tenant may sublet rooms within the buildings located upon the leased premises for purposes consistent with the recreational use of premises allowed unto the Tenant under the terms of this Lease Agreement. Any subleases shall include provisions which read as follows:

- A. E-Verification. Sublessee shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and specifically, N.C.G.S. §64-26, Verification of employee work authorization verification. Further, if Sublessee utilizes a subcontractor, Sublessee shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes;
- B. Sublessee agrees to fully cooperate with Sublessor in connection with Sublessor's contractual obligation under its Lease Agreement with Macon County as aforesaid to make the Old Cowee School open and available to members of the general public during reasonable days and hours for recreation as that term is defined by N.C. Gen. Stat. § 160A-352 and it shall cooperate with Sublessor's

efforts to provide recreational opportunities to the general public at such location;
and

- C. Sublessee shall fully cooperate with Sublessor in connection with Sublessor's obligation under its Lease Agreement with Macon County as aforesaid to perform its obligations hereunder in a nondiscriminatory fashion appropriate for public activity and there shall be no discrimination by Sublessee on the basis of race, sex, national origin, religion or otherwise.

(6) *Repairs and Maintenance.* Lessor's sole maintenance and repair obligations of the Lease Premises shall be as follows:

- A. The roof, outside walls and other structural parts of the building;
- B. The parking lot, driveways, and sidewalks;
- C. The sanitary sewer system, water pipes and other matters relating to plumbing;
- D. The electrical wiring; and
- E. The heat and air conditioning.

Tenant shall be responsible for all other maintenance and repairs of the Premises. Tenant accepts the premises in their present condition. At termination, Tenant shall 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.

(7) *Abatement of Nuisances and Appearance.* Tenant shall comply with all laws, rules and regulations of any governmental jurisdiction applicable to the leased premises and shall take all measures necessary to prevent or abate nuisances or other grievances arising out of the manner of the occupancy of the premises for its business purposes. Tenant shall further maintain the appearance of the premises in manner that is aesthetically pleasing and consistent with other business users in the neighborhood and shall not accumulate trash or debris nor display merchandise on the premises.

(8) *Utilities.* Lessor shall pay the cost of the utilities for the leased premises.

(9) *Alterations.* Tenant shall not make any alterations, additions or improvements to the premises without first obtaining written permission from the Lessor and any such alterations, additions or improvements which are permitted shall inure to the benefit of the Lessor upon expiration of the lease and surrender of the premises by the Tenant.

(10) *Indemnification.* Tenant 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 Tenant, its agents, licensees, concessionaires, customers or employees. In the event Lessor shall be made a party to any litigation, commenced by or against Tenant, its agents, licensees, concessionaires, customers or employees, then Tenant shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorneys' fees included or paid by Lessor in connection with such litigation.

(12) *Environmental Matters.* 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 Tenant 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 (i) 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, (ii) 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, (iii) non-compliance relating to the Tenant'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 (iv) 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 Tenant 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.

(13) *Incidents of Default.* The breach or threatened breach of any of the lease terms by the Tenant shall be deemed an incident of default. A declaration of insolvency or the filing of a petition of bankruptcy by the Tenant shall also be deemed an incident of default. In the event Tenant defaults as defined in this paragraph, Lessor may declare the lease terminated and retake possession of the premises upon allowing Tenant a reasonable time to vacate the premises and remove its personal property from the premises.

(14) *E-Verification.* Tenant shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Tenant enters into one or more subleases, Tenant shall require the sublessee(s) to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IN TESTIMONY WHEREOF, the parties have signed this lease on the date first written above in duplicate originals, one of which is retained by each of the parties.

COUNTY OF MACON

By: _____
Warren Cabe, Macon County Manager

COWEE SCHOOL ARTS AND HERITAGE CENTER, a
North Carolina Non-Profit Corporation

By: _____
Authorized Representative

PRE-AUDIT CERTIFICATE

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

This the ____ day of ____ 2025.

Macon County Finance

STATE OF NORTH CAROLINA
COUNTY OF MACON

**RESOLUTION OF THE MACON COUNTY BOARD OF COUNTY COMMISSIONERS
DECLARING PROPERTY TO BE SURPLUS AND APPROVING A FIVE YEAR LEASE
OF THE SAME BY MACON COUNTY TO
COWEE SCHOOL ARTS AND HERITAGE CENTER**

THAT WHEREAS, Macon County owns certain real property being described in the Lease to Cowee School Arts and Heritage Center, a copy of which they attach hereto; and

WHEREAS, Macon County does not presently have a use for the same; and

WHEREAS, Macon County desires to declare the same to be surplus and authorize the entry of the Lease to Cowee School Arts and Heritage Center, a copy of which is attached hereto, for the period of four years beginning _____ and ending _____; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-272, Macon County is authorized to enter into the Lease to Cowee School Arts and Heritage Center, a copy of which is attached hereto, upon the passing of a Resolution authorizing the same; and

WHEREAS, Macon County has duly published a Public Notice of Lease of County Property in connection with said lease as required by North Carolina Law.

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 will not have a need for the real property described in the Lease to Cowee School Arts and Heritage Center, a copy of which is attached hereto and incorporated herein by reference for and during the term of such lease and does hereby declare the same to be surplus property; and

RESOLVED, that Macon County does hereby authorize the Lease to Cowee School Arts and Heritage Center, a copy of which is attached hereto and incorporated herein by reference, for the period of four years from _____, through _____; and

RESOLVED, that Warren Cabe, Macon County Manager, is hereby authorized and directed to fill in any blanks within the same and execute said Lease to Cowee School Arts and Heritage Center on behalf of Macon County.

Adopted at the _____, 2025, Regular Meeting of the Macon County Board of Commissioners.

Josh Young, Chairman
Macon County Board of County Commissioners

ATTEST:

Warren Cabe, Ex Officio Clerk to the
Board

(Official Seal)

**NORTH CAROLINA
MACON COUNTY**

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WITNESSETH:

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; and

WHEREAS, N.C. Gen. Stat. § 160A-352 provides that "Recreation" means activities that are diversionary in character and aid in promoting entertainment, pleasure, relaxation, instruction, and other physical, mental and cultural development and leisure time experiences; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-444, Macon County is authorized to establish parks and provide recreational programs; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-449, Macon County is authorized to contract with and appropriate money to any person, association, or corporation, in order to carry out any public purpose that Macon County is authorized by law to engage in; and

WHEREAS, there is a need for recreation opportunities in the Cowee area of Macon County, North Carolina; and

WHEREAS, Macon County, owns the Old Cowee School, located at 51 Cowee School Drive, Franklin, NC 28734 and being the lands described in the Deed dated January 9, 2013, from Macon County Board of Education to Macon County recorded in Book J-35, at Pages 2206 - 2207, in the Office of the Register of Deeds for Macon County, North Carolina; and

WHEREAS, COWEE SCHOOL ARTS AND HERITAGE CENTER, a North Carolina Non-Profit Corporation, is willing to lease such real property in accordance with this Lease Agreement and as consideration for the same it is willing to agree with Macon County as provided for hereinafter that it will use such real property in part for public "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352 and that it will provide recreational opportunities to the general public at such location; and

WHEREAS, it is the intent and ultimate goal of the parties that the non-profit tenant, COWEE SCHOOL ARTS AND HERITAGE CENTER, Inc., becomes self-sufficient and able to provide for all maintenance, repairs, costs and improvements of the premises leased herein. Notwithstanding, Macon County reserves the right to appropriate and provide funds to COWEE SCHOOL ARTS AND HERITAGE CENTER, a North Carolina Non-Profit Corporation, within its discretion and in accordance with the provisions of N.C. Gen. Stat. § 153A-449 to further assist in carrying out the public purpose of providing recreation opportunities to the general public upon such real property.

NOW THEREFORE, IN CONSIDERATION of and subject to the terms and conditions hereinafter set forth, the Lessor does hereby demise and let and the Tenant does hereby rent and hire from the Lessor, those certain premises (hereinafter referred to as the "Premises") and being more particularly described as follows:

(1) *Premises.* Being the Old Cowee School Property, located at 51 Cowee School Drive, Franklin, NC 28734 and being more particularly described as the lands described in the Deed dated January 9, 2013, from Macon County Board of Education to Macon County recorded in Book J-35, at Pages 2206 - 2207, in the Office of the Register of Deeds for Macon County, North Carolina

(2) *Term.* Unless terminated earlier as provided herein, this lease shall commence on _____ and shall continue for 1 year, expiring on _____.

(3) *Early Termination.* Either party shall have the right to terminate this Agreement without cause on July 1st of each year by providing written notice to the other party at least 90 days prior to July 1.

(4) *Consideration.* The consideration given by the COWEE SCHOOL ARTS AND HERITAGE CENTER, for the use of the property shall be the sum of \$1 and the further consideration of:

- A: Tenant shall use a substantial part of the property for public "recreation" as by N.C. Gen. Stat. § 160A-352;
- B. Tenant shall provide substantial recreational opportunities to the general public at such location in the nature of those which it has heretofore provided at such location and which are consistent with definition of "recreation" as defined by N.C. Gen. Stat. § 160A-352;
- C. Tenant agrees to make the Old Cowee School open and available to members of the general public during reasonable days and hours for "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352 for the period between April 8, 2025, and the end of April 30, 2026, and it shall in fact provide substantial provide recreational opportunities to the general public at such location and during such hours;
- D. Tenant agrees to perform its obligations hereunder in a nondiscriminatory fashion appropriate for public activity and there shall be no discrimination by Sublessee on the basis of race, sex, national origin, religion or otherwise; and
- E. *Annual Report.* On or before July 1 of each year, and as requested by the County, Tenant shall give a report at a regularly scheduled meeting of the Macon County Commissioners of its profit-loss statement, plans and progress toward the ultimate goal of becoming a self-sufficient entity, able to provide for all maintenance, repairs, costs and improvements of the premises and the services required herein.

(5) *Use of Premises.* The leased premises shall only be used by Tenant for the operation of the COWEE SCHOOL ARTS AND HERITAGE CENTER, a North Carolina Non-Profit Corporation, consistent with the manner in which it has heretofore operated the same at such location and for also providing substantial recreational opportunities to the general public at such location in the nature of those which it has heretofore provided at such location and consistent with definition of "recreation" as that term is defined in N.C. Gen. Stat. § 160A-352.

(6) *No Assignment, but certain Subleases allowed* This lease shall not be assigned by Tenant but Tenant may sublet rooms within the buildings located upon the leased premises for purposes consistent with the recreational use of premises allowed unto the Tenant under the terms of this Lease Agreement. Any subleases shall include provisions which read as follows:

- A. E-Verification. Sublessee shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Sublessee utilizes a subcontractor, Sublessee shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes;
- B. Sublessee agrees to fully cooperate with Sublessor in connection with Sublessor's contractual obligation under its Lease Agreement with Macon County as aforesaid to make the Old Cowee School open and available to members of the

general public during reasonable days and hours for recreation as that term is defined by N.C. Gen. Stat. § 160A-352 and it shall cooperate with Sublessor's efforts to provide recreational opportunities to the general public at such location; and

- C. Sublessee shall fully cooperate with Sublessor in connection with Sublessor's obligation under its Lease Agreement with Macon County as aforesaid to perform its obligations hereunder in a nondiscriminatory fashion appropriate for public activity and there shall be no discrimination by Sublessee on the basis of race, sex, national origin, religion or otherwise.

(7) Repairs and Maintenance.

Repairs and maintenance shall be the responsibility of the Tenant. In the event that Tenant incurs expenses or repair costs in any given year that exceed Tenant's ability to pay, Lessor may provide financial assistance to make such maintenance and repairs. In such event, Lessor's maintenance and repair obligations of the premises is limited to:

- A. The roof, outside walls and other structural parts of the building;
- B. The parking lot, driveways, and sidewalks;
- C. The sanitary sewer system, water pipes and other matters relating to plumbing;
- D. The electrical wiring; and
- E. The heat and air conditioning.

Tenant accepts the premises in their present condition. At termination, Tenant shall 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.

(8) Abatement of Nuisances and Appearance. Tenant shall comply with all laws, rules and regulations of any governmental jurisdiction applicable to the leased premises and shall take all measures necessary to prevent or abate nuisances or other grievances arising out of the manner of the occupancy of the premises for its business purposes. Tenant shall further maintain the appearance of the premises in manner that is aesthetically pleasing and consistent with other business users in the neighborhood and shall not accumulate trash or debris nor display merchandise on the premises.

(9) Utilities. Tenant shall pay the cost of the utilities for the leased premises. In the event that Tenant incurs expenses or repair costs in any given year that exceed Tenant's ability to pay, Lessor may provide financial assistance to pay the utilities.

(10) Alterations. Tenant shall not make any alterations, additions or improvements to the premises without first obtaining written permission from the Lessor and any such alterations, additions or

improvements which are permitted shall inure to the benefit of the Lessor upon expiration of the lease and surrender of the premises by the Tenant.

(11) *Indemnification.* Tenant 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 Tenant, its agents, licensees, concessionaires, customers or employees. In the event Lessor shall be made a party to any litigation, commenced by or against Tenant, its agents, licensees, concessionaires, customers or employees, then Tenant shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorneys' fees included or paid by Lessor in connection with such litigation.

(12) *Environmental Matters.* 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 Tenant 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 (i) 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, (ii) 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, (iii) non-compliance relating to the Tenant'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 (iv) 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 Tenant 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.

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(14) *E-Verification.* Tenant shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Tenant enters into one or more subleases, Tenant shall require the sublessee(s) to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IN TESTIMONY WHEREOF, the parties have signed this lease on the date first written above in duplicate originals, one of which is retained by each of the parties.

COUNTY OF MACON

By: _____
Warren Cabe, Macon County Interim Manager

COWEE SCHOOL ARTS AND HERITAGE CENTER, a
North Carolina Non-Profit Corporation

By: _____
Authorized Representative

PRE-AUDIT CERTIFICATE

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

This the ___ day of ____ 2025.

Macon County Finance

STATE OF NORTH CAROLINA
COUNTY OF MACON

RESOLUTION ACCEPTING BID AND AUTHORIZING SALE OF SURPLUS PROPERTY
651 E. Main St. Franklin, NC
PIN 6595413500

WHEREAS, on March 11, 2025, the Macon County Board of Commissioners approved a Resolution authorizing the sale of surplus property through the upset bid procedure of North Carolina General Statute §160A-269 for that 0.37 acre tract of a real property with a physical address of 651 E. Main St, Franklin, NC 28734; and

WHEREAS, Linda Huscusson made an initial offer for the property in the amount of \$175,000; and

WHEREAS, Notice of the offer and the upset bid process was properly advertised, posted and published; and

WHEREAS, no upset bid was received within the time noticed and published as provided in NCGS §160A-269.

NOW THEREFORE, it is Resolved by the Macon County Board of Commissioners to accept the offer by Linda Huscusson in the amount of \$175,000, and authorize the sale of the property described below subject to the following terms and conditions:

BEING that 0.37 +/- acre tract of real property with a physical address of 651 E. Main St. Franklin, NC 28734, bearing PIN# 6595413500 and more particularly described in Book Z-41, Page 1155 and more particularly depicted in Plat Card 5, Slide 12100 of the Macon County Registry.

SUBJECT to a 15' Greenway and Walking Easement reserved by Macon County. Said 15' easement is defined as the western bound of that "Proposed 30' Greenway Easement" and the centerline of that "Proposed 30' Greenway Walking Easement" as depicted in Plat Card 5, Slide 12100 of the Macon County Registry.

It is further resolved that upon receipt of \$166,390.24, which purchase price is derived from the \$175,000 offer, \$26 recording fees, \$114.24 publication costs incurred, less the \$8,750 bond previously deposited by Linda Huscusson with the County, the Board authorizes County Manager, Warren Cabe, to execute and record a Special Warranty Deed for the above described property to Linda Huscusson. The amount above is expected to be tendered within a reasonable amount of time, not to exceed 30 days.

Adopted this the 8^h day of April, 2025.

MACON COUNTY, NORTH CAROLINA

Josh Young, Chairman of the Macon County Board of Commissioners

ATTEST:

Tammy Keezer, Deputy Clerk to the Board

SEAL

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: APRIL 8, 2025

11(A). Included in your packet for approval is a proclamation declaring the month of April as National County Government Month.

11(B). Mr. Adams will provide information about a PARTF (Parks and Recreation Trust Fund) grant opportunity and request approval to submit an application.

11(C). Membership of the Community Funding Pool will be discussed. Funding is usually approved by the Community Funding Pool Committee and brought to the Board of Commissioners in May or June for distribution.

11(D). Included in your packet is the renewal contract for County Attorney Eric Ridenour.

11(E). A resolution exempting architectural services for the Solid Waste Recovery Building is included in your packet for consideration and approval. Mr. Cabe will provide information about the project at the meeting.



A PROCLAMATION RECOGNIZING APRIL 2025 AS NATIONAL COUNTY GOVERNMENT MONTH

WHEREAS, the nation's 3,069 counties serving more than 330 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of our residents' lives; and

WHEREAS, counties as intergovernmental partners enact local, state and federal programs to address the needs of all residents; and

WHEREAS, Macon County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

WHEREAS, Macon County provides many valuable services to the citizens and visitors of the area efficiently and effectively with the lowest tax rate in North Carolina;

NOW, THEREFORE, BE IT RESOLVED THAT I, Josh Young, Chairman of the Macon County Board of Commissioners, do hereby proclaim April 2025 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

Adopted this the 8^h day of April, 2025.

Josh Young, Chairman
Macon County Board of Commissioners

Community Funding Pool		
Member	Term Date	Term Date to Expire
Bobbie Contino	1-11-2022	1-11-2025
Patrick Bentancourt	1-11-2022	1-11-2025
Kyle Garner	1-11-2022	1-11-2025
Diane Cotton	1-11-2022	1-11-2025
Karen Stiwinter	1-11-2022	1-11-2025
Jessica Jenkins	1-11-2022	1-11-2025
Karen Wallace	1-11-2022	1-11-2025
Bonnie Potts	1-11-2022	1-11-2025
Andrea Anderson	1-11-2022	1-11-2025

MACON COUNTY COMMUNITY FUNDING POOL COMMITTEE BY-LAWS

ARTICLE I NAME

The name of this committee shall be the "Macon County Community Funding Pool Committee, hereinafter referred to as "Committee".

ARTICLE II ORGANIZATIONAL STATUS

The Committee shall be an advisory committee established by the Macon County Board of Commissioners (hereinafter referred to as "Board of Commissioners") to serve at its pleasure pursuant to the provisions of N.C. Gen. Stat. §§ 153A-76 and 153A-77 .

ARTICLE III PURPOSES AND BASIC POLICIES

The purpose of the Committee is to receive and review applications from non-profit organizations which desire to receive funding from Macon County under the provisions of N.C. Gen. Stat. §153A-449 in order to carry out any public purposes that Macon County is authorized by law to engage in and the Committee shall make recommendations unto the Board of Commissioners as to which such entities that apply, in its opinion, should be funded by the County from its budgeted funds for the Community Funding Pool and the amount, in its opinion, of appropriations to each. The Committee shall only serve as an advisory committee to the Board of Commissioners.

The following are basic policies of the Committee:

- A. The Committee shall be non-sectarian, non-partisan, and non-commercial.
- B. Neither the name of the Committee, nor the names of any of its officers or members, in their official capacities, shall be used in connection with commercial concerns nor with any partisan interest or for any purpose not appropriately related to the promotion of the objects of this Committee.
- C. It shall be the operational policy of this Committee not to discriminate against any person or persons on the basis of race, color, religion, creed, sex, or national origin.
- D. No portion of the activities of this Committee shall be the carrying-on of propaganda, or otherwise attempting to influence legislation, and this Committee shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) of any candidate for public office.

ARTICLE IV
MEMBERSHIP

Section 1 - Appointment.

The Committee shall have 13 members appointed by the Board of Commissioners.

Section 2 - Compensation.

All members of the Committee shall serve without compensation as volunteers.

Section 3 - Vacancies.

Vacancies in the membership of this Committee shall be filled by the Board of Commissioners. Members appointed to serve vacancies shall serve for the remainder of the unexpired term of the member for whose term they are appointed to fill.

Section 4 - Term of Membership.

Members shall serve three (3) year terms.

Section 5 - Removal of Member, Resignation or Death.

The Board of Commissioners may remove any appointed member of the Committee for cause.

Any member of the Committee may resign from the Committee by giving thirty (30) days written notice to the Board of Commissioners.

Any vacancy which results from a member's removal for cause or who resigns or who has died in office shall be filled as provided for elsewhere in these By-Laws.

Section 6 - Responsibilities and Duties.

The Committee shall receive and review applications from non-profit organizations which desire to receive funding from Macon County under the provisions of N.C. Gen. Stat. §153A-449 in order to carry out any public purposes that Macon County is authorized by law to engage in and the Committee shall make recommendations unto the Board of Commissioners as to such entities that apply, in its opinion, should be funded by the County from its budgeted funds for the Community Funding Pool and the amount, in its opinion, of appropriations to each. The Committee shall take into consideration that there is a finite sum of money budgeted by the County for the Community Funding Pool and it shall therefore endeavor to recommend appropriations to those non-profit entities which seek to carry out public purposes that Macon County is authorized by law to

engage in and which will likely benefit Macon County and its Citizens the most and such recommendations shall not exceed Macon County's Community Funding Pool Budget.

The Committee shall prepare and utilize a standard application form to the Macon County Community Funding Pool and instruction sheet for its use in evaluating funding requests of non-profits from Macon County under the provisions of N.C. Gen. Stat. §153A-449 in order to carry out any public purposes that Macon County is authorized by law to engage in and otherwise fulfilling its responsibilities and duties.

The Committee shall prepare and utilize a standard evaluation form for the Macon County Community Funding Pool for its use in evaluating applications and requests by non-profits for funding from Macon County under the provisions of N.C. Gen. Stat. §153A-449 in order to carry out any public purposes that Macon County is authorized by law to engage in and otherwise fulfilling its responsibilities and duties.

The Committee shall prepare and utilize a standard press release form for the Macon County Community Funding Pool announcing the Community Funding Cycle for its use in evaluating in fulfilling its responsibilities.

The Committee shall prepare and utilize a standard Macon Community Funding Pool Background sheet and Frequently Asked Questions sheet for its use in fulfilling its responsibilities.

The Committee shall prepare and utilized a standard Final Report form to be completed by non-profits who receive appropriations from Macon County under the provisions of N.C. Gen. Stat. §153A-449 in order to carry out any public purposes that Macon County is authorized by law to engage in.

The Committee shall report unto the County Manager and County Finance Officer upon his or her request and unto the Board of Commissioners upon request of the Board of Commissioners regarding its recommendations unto the Board of Commissioners as to which such entities that apply, in its opinion, should be funded by the County from its budgeted funds for the Community Funding Pool and the amount, in its opinion, of appropriations to each.

The Committee shall not present unto the Board of Commissioners any recommendations to fund non-profits for to perform any public purposes that Macon County, itself, is not authorized by law to engage in.

The Committee shall only serve as an advisory committee to the Board of Commissioners and it shall have no authority to bind Macon County to its opinions and recommendations.

ARTICLE V
MEETINGS

Section 1 - Time and Notice.

The Committee shall meet as a Committee as often as is necessary for it to conduct its business and fulfill its duties and responsibilities set forth herein. The Committee is a "Public Body" within the meaning of Article 33C of Chapter 143 of the North Carolina General Statutes regarding "Meetings of Public Bodies", and as such, it shall comply with the provisions of Article 33C of Chapter 143 of the North Carolina General Statutes regarding "Meetings of Public Bodies". The Committee may establish a regular schedule of meetings in accordance with the provisions of N.C. Gen. Stat. § 143-318.12. The Committee may hold special meetings in accordance with the provisions of N.C. Gen. Stat. § 143-318.12.

ARTICLE VI
QUORUM

A majority of the members of the Committee then in office shall constitute a quorum for the transaction of any authorized business of the Committee, and the act of the majority of the members of the Committee present at any meeting at which a quorum is present shall be considered a complete, full and proper act of the Committee.

ARTICLE VII
OFFICERS

Officers of the Committee shall be a Chairperson, Vice Chairperson, and a Secretary. The Chairperson shall be elected by the members of the Committee. The Vice Chairperson shall be elected by the members of the Committee. The Secretary shall be elected by the members of the Committee. Each Officer of the Committee shall be elected and hold such office for one fiscal year to correspond with Macon County's Fiscal Year.

Section 1 - Chairperson.

The Chairperson shall preside at all meetings of the Committee and shall sign such documents and present such reports, recommendations and opinions of the Committee to the Board of Commissioners and the County Manager and County Finance Officer as are authorized by the Committee, and perform such other duties as may be specified in these By-Laws as the Committee may assign to him or her.

Section 2 - Vice Chairperson.

The Vice Chairperson shall perform such duties as the Committee or the Chairperson may

assign to him or her. In the absence of a Chairperson, the Vice Chairperson shall preside at the meetings of the Committee and perform all other duties and responsibilities of the Chairperson.

Section 3 - Secretary.

The Secretary shall serve in the absence of the Chairperson and the Vice Chairperson as the presiding officer at all meetings of the Committee. The Secretary shall also be the parliamentarian at all meeting of the Committee except those meetings at which the Secretary is acting as the presiding officer. In such cases, another member of the Committee shall be appointed parliamentarian for the purposes of that meeting. The Secretary shall keep accurate meetings of the action and proceedings of the meetings of the Committee and the same shall comply with the provisions of Article 33C of Chapter 143 of the North Carolina General Statutes regarding "Meetings of Public Bodies". The Secretary shall give all notices required by law and these By-Laws. The Secretary shall have general charge of the books and records of the Committee and shall make the same available for inspection and/or copying upon request of the Macon County Manager, the Macon County Finance Officer, and the Macon County Board of Commissioners or members thereof. The Secretary shall sign such documents as may require his or her signature, and in general perform all duties incident to the Office of Secretary and such other duties as may be assigned th him or her from time to time by the Chairperson or by the Committee.

Section 4 - Vacancies.

In the event a vacancy occurs in any office, it shall be filled by a Committee member by majority vote of the Committee.

Section 5 - Removal.

Any Officer of the Committee may be removed by the Committee for cause, by majority vote of its members.

ARTICLE VIII
CONFLICTS OF INTEREST

Should any member of the Committee have a conflict of interest regarding any matter which is being discussed by or voted upon by the Committee, then such member shall immediately disclose the same and in any event disclose the same prior to any votes being taken in connection with the same and such member shall recuse himself or herself from participating in any such discussion and/or vote regarding the matter.

ARTICLE IX
MISCELLANEOUS

Section 1 - Fiscal Year.

The Fiscal Year for the Committee shall begin on July 1 and end at the end of June 30 on the subsequent calendar year.

Section 2 - Rules of Order.

All meetings of the Committee shall be governed by these By-Laws and where procedure is not provided for herein, then Robert's Rules of Order shall apply where they are applicable and otherwise consistent with these By-Laws.

Section 3 - Books and Records.

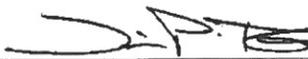
The Committee shall be responsible to make sure that the Committee, through its Secretary, keeps correct and complete minutes of the proceedings of meetings of the members of the Committee. Members of the Committee may inspect the same at any time. All minutes, books and/or records of the Committee which are public records within the meaning of Chapter 132 of the North Carolina General Statutes and which are not subject to the exceptions contained in such Chapter may be inspected by the public in accordance with the provisions of Chapter 132 of the North Carolina General Statutes.

ARTICLE TEN
AMENDMENTS

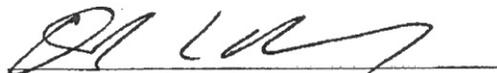
These By-Laws may be amended at any regular or special meeting of the Board of Commissioners by a majority vote of the members of the Board of Commissioners then in office, which amendment shall become effective when approved.

APPROVED this the 12th day of March, 2019.

Macon County

By: 
James Tate, Chairman
Macon County Board of Commissioners

Attest:


Clerk to the Board
(Seal)

**RESOLUTION CONFIRMING AND RATIFYING THE EXISTENCE OF THE
MACON COUNTY COMMUNITY FUNDING POOL COMMITTEE**

WHEREAS, some time back, a Macon County Board of Commissioners did form an advisory Board or Committee to receive and review applications for non-profit organizations which desired to receive financial funding from Macon County, North Carolina; and

WHEREAS, such Macon County Board of Commissioners did appoint individuals to serve upon such advisory Board of Committee; and

WHEREAS, such advisory Board or Committee has in fact served as an advisory Board of Committee to the Macon County Board of Commissioners for a number of years and has been referred to by a few names including but not limited to "Macon County Community Funding Pool" and/or "Macon County Community Fund Task Force"; and

WHEREAS, such advisory Board or Committee has and continues to provide valuable advisory service to the Macon County Board of County Commissioners; and

WHEREAS, the Macon County Board of Commissioners realized that a number of the appointments to such advisory Board of Committee needed to be made to such Board or Committee so that it could fully function in its advisory role and such appointments were made on November 14, 2017 or December 12, 2017, for three years each as follows:

1. Diane Cotton, appointed November 14, 2017;
2. Kyle Garner, appointed November 14, 2017;
3. Rick Westerman, appointed November 14, 2017;
4. Emily Quinn Ritter, appointed November 14, 2017;
5. Robert T. Shook, appointed November 14, 2017;
6. Andrea Anderson, appointed November 14, 2017;
7. Bobbie Contino, appointed November 14, 2017;
8. Robert E. Smith, appointed November 14, 2017;
9. R. Patrick Betancourt, appointed November 14, 2017;
10. Karen Wallace, appointed November 14, 2017;

11. Jennifer Jones, appointed November 14, 2017;
12. Sheila Jenkins, appointed November 14, 2017; and
13. Karen Stiwinter, appointed December 12, 2017.

WHEREAS, it was determined that there were never by-laws adopted by the Macon County Board of Commissioners under which such advisory Board or Committee was and is to operate; and

WHEREAS, it is determined that the clarity of purpose, the continuity, and the effectiveness of such advisory Board or Committee will be enhanced if its name is made official, the appointments as referenced hereinabove are ratified and confirmed and by-laws for such advisory Board or Committee are adopted by the Macon County Board of Commissioners; and

WHEREAS, the provisions of N.C. Gen. Stat. § 153A-77, specifically provides that a County Board of Commissioners is authorized to appoint advisory Boards or Committees; and

WHEREAS, in furtherance of the foregoing, the Macon County Board of Commissioners does desire to adopt the Resolution which follows.

NOW, THEREFORE, the Board of Commissioners of the County of Macon doth resolve as follows:

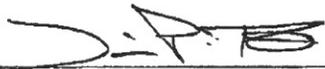
1. That the Macon County advisory Board or Committee referenced hereinabove which received and reviewed applications from non-profit organizations which desired to receive financial funding from Macon County, North Carolina, and which has been referred to by a few names including but not limited to "Macon County Community Funding Pool" and/or "Macon County Community Funding Task Force" is hereby officially named "Macon County Community Funding Pool Committee"; and
2. That the appointments for three year terms of the following individuals to make up the membership of the Macon County Community Funding Pool Committee on November 14, 2017, or December 12, 2017, are hereby ratified and confirmed:
 - A. Diane Cotton, appointed November 14, 2017;
 - B. Kyle Garner, appointed November 14, 2017;
 - C. Rick Westerman, appointed November 14, 2017;
 - D. Emily Quinn Ritter, appointed November 14, 2017;
 - E. Robert T. Shook, appointed November 14, 2017;

- F. Andrea Anderson, appointed November 14, 2017;
- G. Bobbie Contino, appointed November 14, 2017;
- H. Robert E. Smith, appointed November 14, 2017;
- I. R. Patrick Betancourt, appointed November 14, 2017;
- J. Karen Wallace, appointed November 14, 2017;
- K. Jennifer Jones, appointed November 14, 2017;
- J. Sheila Jenkins, appointed November 14, 2017; and
- K. Karen Stiwinter, appointed December 12, 2017.

- 3. That the Macon County Community Funding Pool Committee By-Laws, a copy of which are attached hereto and incorporated herein by reference are hereby adopted as the By-Laws for the Macon County Community Funding Pool Committee and shall control and govern the Macon County Community Funding Committee.

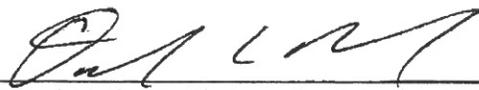
ADOPTED this the 12th day of March, 2019.

COUNTY OF MACON



James Tate, Chairman
Board of Commissioners

ATTEST:



Derek Roland, Clerk to the Board

(Official Seal)

COUNTY OF MACON
STATE OF NORTH CAROLINA

COUNTY ATTORNEY APPOINTMENT and FEE AGREEMENT

The COUNTY OF MACON, a North Carolina body politic, hereinafter “County,” and Eric Ridenour of the law firm, RIDENOUR & GOSS, PA, hereinafter “Attorney,” enter into this Appointment and Fee Agreement this ___ day of April, 2025.

WITNESSETH:

WHEREAS, the County has offered to appoint and Attorney has agreed to serve as the Macon County Attorney; and

WHEREAS, unless this Agreement is terminated earlier by either party, this appointment shall be for a period of four years.

NOW THEREFORE, the County and Attorney agree as follows:

A. Attorney agrees to:

1. Serve as the Macon County Attorney at the rate of \$240 per hour, not to exceed \$130,000 per fiscal year;
2. Attend all regularly scheduled County meetings on the 2nd Tuesday of each month and such other meetings as required by the County Board of Commissioners or County Manager;
3. Represent and advise the County on all matters requested by the County;
4. Represent and advise other entities and departments that operate under the direction of the County as directed;
5. Submit a detailed billing statement at the end of each month.

B. County agrees to:

1. Pay Attorney’s law firm monthly for billing submitted in accordance with this Agreement;
2. Reimburse Attorney’s law firm for all out of pocket expenses advanced including but not limited to publication costs, deposition costs, travel, court costs, filing fees, expert witness fees, etc.

C. Miscellaneous:

1. The parties confirm that the County Attorney serves at the pleasure of the Commissioners. This appointment may be terminated at any time, by either party, with or without reason;
2. It is understood that while Eric Ridenour shall serve as the County Attorney, other lawyers within his law firm may perform legal services for the County as needed at the same hourly rate;
3. All W-9 and 1099 tax forms shall be submitted by and to the law firm of RIDENOUR & GOSS, PA, with inclusion of the law firm's Employment Identification Number, rather than Attorney's personal Social Security Number.

Approved;

Warren Cabe, Manager
County of Macon

Date

Mr. Joshua Young, Chairman
Macon County Board of Commissioners

Date

Eric Ridenour, Attorney
RIDENOUR & GOSS, PA

Date

PREAUDIT CERTIFICATE OF FINANCE OFFICER:

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

This the ___ day of April, 2025.

Ms. Lori M. Carpenter,
Macon County Finance Officer

**RESOLUTION EXEMPTING ARCHITECT SERVICES FROM THE PROVISIONS
OF ARTICLE 3D OF CHAPTER 143 OF THE NORTH CAROLINA GENERAL
STATUTES**

SOLID WASTE RECOVERY BUILDING

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

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

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

WHEREAS, Macon County is now in need of architect services for the proposed "Solid Waste Recovery Building" in connection with the work contemplated for such Solid Waste Recovery Building by Macon County; and

WHEREAS, the estimated professional fee for the proposed "Solid Waste Recovery Building" in connection with the work contemplated for such Solid Waste Recovery Building by Macon County is in an amount less than fifty thousand (\$50,000) dollars.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MACON that the proposed architect services for the "Solid Waste Recovery Building" in connection with the work contemplated for such Solid Waste Recovery Building by Macon County is hereby exempted in writing from the provisions of Article 3D of Chapter 143 of North Carolina General Statutes pursuant to the provisions of N.C. Gen. Stat. §143-64.32.

Adopted this 8th day of April, 2025.

Josh Young, Chairman
Macon County Board of Commissioners

ATTEST:

Clerk to the Board
(SEAL)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CONSENT AGENDA

MEETING DATE: APRIL 8, 2025

Item 12A. Draft minutes from the March 11, 2025, regular meeting are attached for the board's review and approval. (Tammy Keezer)

Item 12B. Budget Amendments #235-241 are attached for your review and approval. (Lori Carpenter)

Item 12C. FY 2024-2025 Distribution Request-Public School Building Capital Fund-North Carolina Education Lottery. (Lori Carpenter)

Item 12D. Capital Project Ordinance Amendment - Airport State Grant. (Lori Carpenter)

Item 12E. Capital Project Ordinance - Airport Infrastructure Grants. (Lori Carpenter)

Item 12D. Tax releases for the month of March 2025 in the amount of \$1,190.09, per the attached memorandum from Tax Collections Supervisor Delena Raby.

Item 12E. A copy of the ad valorem tax collection report as of March 31, 2025, is included in your packet. Report only. No action is necessary. (Delena Raby)



**MACON COUNTY BOARD OF COMMISSIONERS
MARCH 11, 2025
REGULAR MEETING MINUTES**

Chairman Young called the meeting to order at 6:00 p.m. All Board Members, Interim County Manager Warren Cabe, Deputy Clerk Tammy Keezer, Finance Director Lori Carpenter, and County Attorney Eric Ridenour were present, as were a number of county employees, media, and citizens.

ANNOUNCEMENTS:

- (A)** Mr. Cabe recognized Ms. Tammy Keezer, who has earned the designation of Certified Municipal Clerk with the International Institute of Municipal Clerks, which he said is a first for Macon County.
- (B)** Mr. Cabe announced that a copy of the report on animal services, as talked about in the January regular meeting, has been provided to board members and is now available on Macon County's web page. He said the report has some options for the board to consider, a recommendation to look at the ordinance, and gives some good discussion points to talk about as we move into our budget season.
- (C)** Commissioner Breeden said he should have said at the last meeting when Chairman Young addressed the Fontana Regional Library (FRL) contract that he is not interested in pulling out of the FRL. He said the board signed that contract ten years ago, and at this time, he has no interest in doing that.
- (D)** Commissioner Shields expressed his thanks to *The Franklin Press* and reporter Thomas Sherrill for alerting us to a situation last week regarding the closing of the Franklin Social Security office. He shared an email from Senator Corbin saying the problem is resolved and the Franklin Social Security office will not be closing.
- (E)** Commissioner Shearl commented on the clock tower refurbishment, saying it looks fantastic and the crew did a great job at a very reasonable price. He informed board members that the Recreation Commission met this morning and has approved a new set of plans for pickleball courts and changed the plan for tennis courts and feels that everyone will be pleased when the plan is finalized. Commissioner Shearl also announced that the old senior softball field is being redone to make an outdoor amphitheater with a concert planned for May 3rd. Lastly, Commissioner Shearl said that anyone who wants to reach out to him with a pat on the back, a concern, or a complaint please include their name so he knows who to reach out to.

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

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

PUBLIC HEARING(S):

(A) NAMING OF NEW ROADS AND CHANGING NAMES OF CURRENT ROADS – Commissioner Young opened the public hearing at 6:09 p.m. 911 Addressing Coordinator Brandon Crone informed the board that this was standard procedure and that a list of the road names had been provided in the agenda packet, the posting requirements for the public hearing had been met, and he needed approval for the name changes. With no one from the public signed up to speak, Commissioner Young closed the public hearing at 6:10 p.m. Commissioner Shearl made a motion, seconded by Commissioner Shields, to approve the road names as requested. The vote was unanimous.

PUBLIC COMMENT PERIOD: **James Burch** said he works for Macon County Convenience Center and has worked there for twenty years. He said he would like to make suggestions for severance or retirement benefits based on years of service for those part-time workers. **Scott Baste** said he thought we should make plans for any changes that should come down from the federal government review and changes that are happening currently. **Constance Neely** expressed thanks for improvements that have been made to the animal shelter. She encouraged citizen engagement in any discussions about privatization of the shelter and also mentioned being prepared for changes happening at the federal level. Pat Hedrick with the North Carolina Senior Tar Heel Legislature spoke about what the group does and what they do for Region A. She explained that there is a delegate for each county that works on issues impacting NC senior citizens, and she is the Macon County Delegate. **Betsy Baste** expressed thanks to the board for being open to listening to the citizens regarding pickleball courts, animal shelter staffing, and the three-minute public comment rule. She requested the board choose wisely for the library board appointments and not take a cookie cutter approach.

ADDITIONS, ADJUSTMENTS TO AND APPROVAL OF THE AGENDA: Upon a motion by Commissioner Shields, seconded by Commissioner Breeden, the board voted unanimously to approve the agenda, as presented.

REPORTS/PRESENTATIONS:

(A) PROGRAM REPORT AND APPROVAL OF RESOLUTION DECLARING APRIL 20, 2025, THROUGH APRIL 26, 2025, MACON COUNTY VOLUNTEER WEEK TO HONOR THE VOLUNTEERS AT MACON COUNTY CRAWFORD SENIOR CENTER – Senior Services
Administrative Officer Jennifer Hollifield expressed appreciation for the volunteers at the Crawford Senior Center. She provided some data about the volunteer hours given and the dollar value of those hours and requested approval of a resolution in support of Volunteer Appreciation Week. Mr. Cabe read the resolution into the record and requested Commissioner Shields and Commissioner Antoine join him in recognizing Reesa Boyce, a part-time Community Support Services Assistant at the Crawford Center who turned 91 years old on November 17th. Ms. Boyce was presented flowers, a Macon County lapel pin, and a pen set. She shared a few words and closed by saying she was delighted and thrilled to work with seniors in the community.

(B) CAPITAL IMPROVEMENT PLAN UPDATE - Mitch Brigulio with Davenport & Company, LLC provided a brief presentation as well as a full written report regarding credit ratings, use of fund balance for one time expenditures per the policies and usually for those items in the

capital improvement plan, compliance with the 10-year payout, debt to/assessed value, and debt service to expenditures policies. He said Macon County has debt capacity if we wanted to take on more debt with the purpose of tonight's presentation about capital projects is to give the board a look at all of the requests that have come in from the departments. Mr. Brigulio said no recommendations are being made at this time as the process for prioritizing and funding projects will occur through the budget process. He shared that the highest cost project received was East Franklin School, which included a to-be-determined date for public school capital fund grant and said the grant may not be possible to get as we got one for Franklin High School. Mr. Brigulio said that to fully fund this Capital Improvement Plan would require a mix of grants, pay-as-you-go capital cash funded – fifty percent debt funded. He shared two scenarios for funding the projects as requested by the departments, indicated that in either scenario we are in compliance with the policies, and to fund them as requested would require additional revenue. Mr. Cabe said he hopes the board likes this approach for the board to see the department requests early so the projects can be prioritized and we can look at options.

OLD BUSINESS:

(A) CONSIDERATION OF SURPLUS PROPERTY OFFER FOR PROPERTY LOCATED AT 651 EAST MAIN STREET

– Attorney Ridenour said an offer had been made in the amount of \$175,000. Commissioner Shearl said he had looked at the property and, based on his assessment of the needed repairs on the property and the use of the building, that it is a liability for the County. He said he would like to move forward with accepting the offer and entering into the upset bid process. Commissioner Breeden said we had done our due diligence. Commissioner Shearl made a motion, seconded by Commissioner Breeden, to accept the offer of \$175,000 and enter into the upset bid process. Attorney Ridenour said the successful bidder would be liable for the publication costs. Commissioner Young said we typically try to follow the tax assessed value of a property, but he cannot see a use for a County department out of this building, agrees with entering into the upset bid process, and encourages additional bids. Attorney Ridenour explained that the ten days for the upset bid would begin at each publication date in *The Franklin Press*. The vote was unanimous.

(B) CONSIDERATION AND APPROVAL OF CONTRACT FOR AND HIRING OF COUNTY MANAGER

– Attorney Ridenour said he was asked by the board to prepare an employment agreement, and a copy of the proposed contract has been provided to the board. Commissioner Young said we had some interest from applicants, but very few were qualified and made a motion, seconded by Commissioner Shields, to approve the contract for Mr. Warren Cabe. The vote was unanimous.

NEW BUSINESS:

(A) CONSIDERATION AND APPROVAL OF RESOLUTION TO ABANDON A PORTION OF SR1300 BYRD GAP ROAD

- Attorney Ridenour said we had a request from Andy Russell, Division Engineer with the North Carolina Department of Transportation, showing this road is deemed as a public road. He said he was unable to find any evidence of it being a public road, and it is privately maintained. Attorney Ridenour said if the board approves the request to deem the road private, the State will not maintain this road. Commissioner Breeden made a motion, seconded by

Commissioner Shields, to approve the request as presented. The vote was unanimous.

(B) CONSIDERATION AND APPROVAL OF RESOLUTION RECOGNIZING AMERICA'S 250 CELEBRATION - Mr. Cabe stated that 2026 will be the 250th anniversary of the signing of the Declaration of Independence and requested approval of a resolution acknowledging the significant date and establishing a committee that will establish some priorities and events to commemorate the year. Mr. Cabe suggested a kick-off meeting with the core group consisting of representatives from the Town of Franklin, the Town of Highlands, the Tourism Development Commission, Commissioner Shearl, and Commissioner Breeden, and then bring in others as appropriate. Commissioner Shields made a motion, seconded by Commissioner Breeden, to approve the resolution as presented. The vote was unanimous.

(C) DISCUSSION REGARDING A CHANGE TO THE MACON COUNTY BOARD OF COMMISSIONERS RULES OF PROCEDURES, RULE 12(3) - Commissioner Young said we have discussed this change two to three meetings in a row and explained the total time for public comment is 45 minutes, with each speaker allotted five minutes. He said that if we cut the time to three minutes, this gives more people the opportunity to speak. Commissioner Antoine made a motion, seconded by Commissioner Shearl, to decrease the time from five minutes to three minutes per speaker as requested. Commissioner Young stated the change will be effective at the April meeting. The vote was 4-1 with Commissioner Antoine, Commissioner Shearl, Commissioner Breeden, and Commissioner Young voting in favor of the motion and Commissioner Shields opposed.

CONSENT AGENDA: Upon a motion by Commissioner Breeden, seconded by Commissioner Antoine, the board voted unanimously to approve the consent agenda as presented which includes: (A) Minutes of the February 11, 2025, regular meeting, the February 13, 2025, joint meeting, and the March 4, 2025, continued session, (B) Budget Amendments #208-210, (C) Approval of FY 2024-25 audit contract with martin Starnes & Associates, CPAs, P.A., (D) Wantoot-Playmore tax refund in the amount of \$4,318.48 for overpayment of City of Highlands tax, (E) Report of unpaid taxes in the amount of \$2,409,232.40 and approval for the Tax Collector to advertise the tax liens, (F) Tax releases for the month of February 2025 in the amount of \$3,759.01, (G) Monthly ad valorem tax collection report - not action necessary.

APPOINTMENTS:

(A) REAPPOINTMENT OF TAX ADMINISTRATOR ABBY BRASWELL - Mr. Cabe said this is a routine action that has to be taken every four years. Ms. Braswell read her request letter included in the packet including identification of the achievements of her department and the goals for the next four years. Commissioner Shields made a motion, seconded by Commissioner Antoine, to approve the appointment as requested. The vote was unanimous.

(B) BOARD OF EQUALIZATION AND REVIEW (5 SEATS) - Attorney Ridenour explained the role of the Board of Equalization and Review as basically your appeal process for property tax issues and then explained the voting and appointment process. Attorney Ridenour distributed paper ballots and read the results into the record. Board

members consented to discuss these appointments further during a closed session before making a final decision.

(C) MACON COUNTY PUBLIC LIBRARY BOARD (2 SEATS) - Attorney Ridenour distributed paper ballots and read the results into the record. The results were approval of the appointment of Vivian Honey and Kathy Smith.

(D) FONTANA REGIONAL LIBRARY BOARD (1 SEAT) - Attorney Ridenour distributed paper ballots and read the results into the record. The results were approval of the appointment of William McGaha.

(E) PLANNING BOARD (1 SEAT) - Attorney Ridenour distributed paper ballots and read the results into the record. The results were approval of the appointment of Mark Hehn.

CLOSED SESSION: At 7:58 p.m., upon a motion by Commissioner Breeden, seconded by Commissioner Shields, the board voted unanimously to go into closed session as allowed under NCGS 143-318.11(a)(3) to consult with the attorney to preserve the attorney- client privilege. At 8:08 p.m., upon a motion by Commissioner Young, seconded by Commissioner Breeden, the board voted unanimously to come out of closed session and return to open session.

Commissioner Young called the meeting back to order at 8:10 p.m. and stated that the closed session was to allow for discussion about whether William Trick and Gary Drake were able to serve as a representative of Highlands on the Board of Equalization and Review. He said that both Mr. Trick and Mr. Drake are from District 1, and a revote was needed to select the fifth member of the Board of Equalization and Review. Attorney Ridenour distributed paper ballots and read the results into the record. Commissioner Breeden made a motion, seconded by Commissioner Antoine, to approve the appointments of Kristine Flag, Donald Holland, Richard Lightner, William Trick, and Dwight Vinson to the Board of Equalization and Review. The vote was unanimous.

ADJOURN: With no other business, at 8:14 p.m., upon a motion from Commissioner Breeden, seconded by Commissioner Antoine, the board voted unanimously to adjourn.

Warren Cabe
Ex Officio Clerk to the Board

Josh Young
Board Chair

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI Use Only

Approved By: _____

Date: _____

Date of Request: 4/1/2025

County: MACON

Contact Person: LORI M. CARPENTER

LEA: 560

Title: FINANCE DIRECTOR

Address: 5 W MAIN ST, FRANKLIN, NC 28734

Phone: 828-349-2027

Project Title: 2024-2025 DEBT SERVICE ON SCHOOLS

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. ***Distribution requests 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 _____		338,411.33
TOTAL _____	\$ _____	338,411.33

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 \$ 338,411.33 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, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE AMENDMENT
AIRPORT RENOVATION OF HANGAR/REPAIR SHOP**

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

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

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

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

Construction	\$ 129,250
Total	<u>\$ 129,250</u>

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

State Funds	\$ 100,000
Local Funds	<u>29,250</u>
Total	<u>\$ 129,250</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 8th day of April 2025.

Josh Young, Chairman
Macon County Board of Commissioners

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**MACON COUNTY, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
AIRPORT INFRASTRUCTURE GRANTS (AIG)**

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 projects authorized are Crack Sealing/Repair and Obstruction Clearing and Fence Repair with an allocation of federal funds from the Infrastructure Investment and Jobs Act – Airport Infrastructure Grants (AIG).

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

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

Crack Sealing/Repair	\$ 82,805
Obstruction Clearing and Fence Repair	<u>63,647</u>
Total	<u>\$ 146,452</u>

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

Federal Funds (AIG)	<u>\$ 146,452</u>
Total	<u>\$ 146,452</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 8th day of April 2025.

Josh Young, Chairman
Macon County Board of Commissioners

—

COLLECTIONS MONTHLY TOTALS REPORT
 Macon County - Year To Date March 2025 Tax Year 2024

**Macon County
 Advalorem Tax Collections Report
 Year To Date March 2025 Tax Year 2024**

TAX YEAR 2024 Month To Date March 2025 Tax Year 2024								
Month to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance
General Tax	1,699,655.31	705.18	-2,434.10	0.00	-9.28	1,697,917.11	-298,271.79	1,399,645.32
Fire Districts	286,823.42	140.86	-631.24	0.00	-1.93	286,331.11	-50,002.55	236,328.56
Landfill User Fee	259,270.42	0.00	-568.67	0.00	-2.66	258,699.09	-42,097.33	216,601.76
TOTAL:	2,245,749.15	846.04	-3,634.01	0.00	-13.87	2,242,947.31	-390,371.67	1,852,575.64

TAX YEAR 2024 Year To Date March 2025 Tax Year 2024									This Year	Last Year
Year to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance	Collection Percentage Tax Year 2024 As of 3/31/2025	Collection Percentage Tax Year 2023 As of 3/31/2024
General Tax	0.00	34,254,229.81	-20,061.61	0.00	-1289.80	34,232,878.40	-32,833,233.08	1,399,645.32	95.91%	97.21
Fire Districts	0.00	5,353,685.22	-3,957.26	0.00	-252.11	5,349,475.85	-5,113,147.29	236,328.56	95.58%	96.73
Landfill User Fee	0.00	3,347,880.00	-16,067.87	0.00	-20.20	3,331,791.93	-3,115,190.17	216,601.76	93.50%	94.87
TOTAL:	0.00	42,955,795.03	-40,086.74	0.00	-1562.11	42,914,146.18	-41,061,570.54	1,852,575.64	95.68%	96.98

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



Phone: (828) 349-2149
draby@maconnc.org

TO: MACON COUNTY COMMISSIONERS

FROM: Macon County Tax Collector's Office
Delena Raby, Tax Collections Supervisor

DATE: April 2, 2025

RE: Releases for March 2025

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

AMOUNT OF RELEASES FOR MARCH 2025: \$ 1,190.09

NAME	BILL NUMBER	Release Reason	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
23693 AARON TERMITE/PEST CONTROL INC	2023-54463	DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 8:24:49 AM			
					G01 ADVL TAX	5,000.00	13.50
					G01 PEN FEE	5,000.00	1.35
					F01 ADVL TAX	5,000.00	2.62
					F01 PEN FEE	5,000.00	0.26
01 FRANKLIN		SOLD BUSINESS IN 2022 PER 2025 LISTING FORM				Total Releases:	17.73
23693 AARON TERMITE/PEST CONTROL INC	2024-54463	DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 8:25:26 AM			
					G01 ADVL TAX	5,000.00	13.50
					G01 PEN FEE	5,000.00	1.35
					F01 ADVL TAX	5,000.00	3.50
					F01 PEN FEE	5,000.00	0.35
01 FRANKLIN		SOLD BUSINESS IN 2022 PER 2025 LISTING FORM				Total Releases:	18.70
140029 ANDRION, ALBERT	2024-58104	DY:ORP:6508145071 ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE	DLR	12/31/9999 3:49:29 PM			
					G01 ADVL TAX	0.00	9.22
					L01 FFEEFEE	0.00	0.90
					F09 ADVL TAX	0.00	1.66
09 NANTAHALA						Total Releases:	11.78
80220 ELROD, LEWIS FRANKLIN	2018-109	DY: RP:0000322437 CLERICAL ERROR	ZAD	12/31/9999 3:20:12 PM			
					A0 FFEEFEE	4,720.00	5.00
					G01 ADVL TAX	4,720.00	16.47
03 ELLIJAY		CLERICAL ERROR REMOVED MINERAL INTEREST				Total Releases:	21.47
2052 HIGDON, T B SR HEIRS	2018-121	DY: RP:0000400353 CLERICAL ERROR	LAS	12/31/9999 8:41:56 AM			
					A0 FFEEFEE	5,000.00	5.00
					G01 ADVL TAX	5,000.00	17.45
04 SUGARFORK		REMOVED MINERAL INTEREST				Total Releases:	22.45
1279 HIGDON, T B SR HEIRS	2015-63	DY: RP:0000201391 CLERICAL ERROR	LAS	12/31/9999 8:42:43 AM			
					G01 ADVL TAX	3,000.00	10.47
					A0 FFEEFEE	3,000.00	5.00
02 MILLSHOAL		REMOVED MINERAL INTEREST				Total Releases:	15.47
2052 HIGDON, T B SR HEIRS	2015-121	DY: RP:0000400353 CLERICAL ERROR	LAS	12/31/9999 8:40:02 AM			
					G01 ADVL TAX	5,000.00	17.45
					A0 FFEEFEE	5,000.00	5.00
04 SUGARFORK		REMOVED MINERAL INTEREST				Total Releases:	22.45

NAME	BILL NUMBER	Release Reason	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
1279 HIGDON, T B SR HEIRS	2016-63	DY: RP:0000201391 CLERICAL ERROR	LAS	12/31/9999 8:43:19 AM			
					G01 ADVL TAX	3,000.00	10.47
					A0 FFEEFEE	3,000.00	5.00
					Total Releases:		15.47
02 MILLSHOAL 2052 HIGDON, T B SR HEIRS	2016-121	REMOVED MINERAL INTEREST DY: RP:0000400353 CLERICAL ERROR	LAS	12/31/9999 8:40:43 AM			
					G01 ADVL TAX	5,000.00	17.45
					A0 FFEEFEE	5,000.00	5.00
					Total Releases:		22.45
04 SUGARFORK 1279 HIGDON, T B SR HEIRS	2017-63	REMOVED MINERAL INTEREST DY: RP:0000201391 CLERICAL ERROR	LAS	12/31/9999 8:43:53 AM			
					A0 FFEEFEE	3,000.00	5.00
					G01 ADVL TAX	3,000.00	10.47
					Total Releases:		15.47
02 MILLSHOAL 2052 HIGDON, T B SR HEIRS	2017-121	REMOVED MINERAL INTEREST DY: RP:0000400353 CLERICAL ERROR	LAS	12/31/9999 8:41:16 AM			
					A0 FFEEFEE	5,000.00	5.00
					G01 ADVL TAX	5,000.00	17.45
					Total Releases:		22.45
04 SUGARFORK 1279 HIGDON, T B SR HEIRS	2018-63	REMOVED MINERAL INTEREST DY: RP:0000201391 CLERICAL ERROR	LAS	12/31/9999 8:44:30 AM			
					G01 ADVL TAX	3,000.00	10.47
					A0 FFEEFEE	3,000.00	5.00
					Total Releases:		15.47
02 MILLSHOAL 116479 RAYMOND, ISABELLA	2021-51601	REMOVED MINERAL INTEREST DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 2:07:45 PM			
					G01 ADVL TAX	3,822.00	15.29
					F02 ADVL TAX	3,822.00	3.07
					Total Releases:		18.36
01 FRANKLIN 116479 RAYMOND, ISABELLA	2022-51601	PROPERTY WAS SOLD 2019 BUT ACCT WAS NOT DELETED DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 2:08:59 PM			
					G01 ADVL TAX	3,478.00	13.91
					F02 ADVL TAX	3,478.00	2.79
					Total Releases:		16.70
01 FRANKLIN 116479 RAYMOND, ISABELLA	2024-51601	PROPERTY WAS SOLD 2019 BUT ACCT WAS NOT DELETED DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 2:11:54 PM			
					G01 ADVL TAX	2,300.00	6.21
					F02 ADVL TAX	2,300.00	1.24
					Total Releases:		7.45

NAME	BILL NUMBER	Release Reason	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
116479 RAYMOND, ISABELLA	2023-51601	DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 2:09:35 PM			
					G01 ADVL TAX	3,478.00	9.39
					F02 ADVL TAX	3,478.00	1.87
01 FRANKLIN		PROPERTY WAS SOLD 2019 BUT ACCT WAS NOT DELETED				Total Releases:	11.26
122411 ROGERS, MIKE	2023-51832	DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 8:27:49 AM			
					G01 ADVL TAX	6,930.00	18.71
					L01 FFEEFEE	6,930.00	108.00
					F02 ADVL TAX	6,930.00	3.73
01 FRANKLIN		SOLD IN 2020 AFTER MIKE ROGERS' DEATH 11/19/2020. ACCT WAS NOT CLOSED SOONER BY MISTAKE.				Total Releases:	130.44
122411 ROGERS, MIKE	2024-51832	DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 8:28:24 AM			
					G01 ADVL TAX	6,240.00	16.85
					L01 FFEEFEE	6,240.00	120.00
					F02 ADVL TAX	6,240.00	3.36
01 FRANKLIN		SOLD IN 2020 AFTER MIKE ROGERS' DEATH 11/19/2020. ACCT WAS NOT CLOSED SOONER BY MISTAKE.				Total Releases:	140.21
122411 ROGERS, MIKE	2021-51832	DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 8:26:38 AM			
					G01 ADVL TAX	9,464.00	37.86
					L01 FFEEFEE	9,464.00	108.00
					F02 ADVL TAX	9,464.00	7.59
01 FRANKLIN		SOLD IN 2020 AFTER MIKE ROGERS' DEATH 11/19/2020. ACCT WAS NOT CLOSED SOONER BY MISTAKE.				Total Releases:	153.45
122411 ROGERS, MIKE	2022-51832	DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 8:27:14 AM			
					G01 ADVL TAX	8,612.00	34.45
					L01 FFEEFEE	8,612.00	108.00
					F02 ADVL TAX	8,612.00	6.91
01 FRANKLIN		SOLD IN 2020 AFTER MIKE ROGERS' DEATH 11/19/2020. ACCT WAS NOT CLOSED SOONER BY MISTAKE.				Total Releases:	149.36
4118 ROSENTHALL, ARTHUR J	2018-93	DY: RP:0000301012 CLERICAL ERROR	LAS	12/31/9999 8:46:52 AM			
					A0 FFEEFEE	10,000.00	5.00
03 ELLIJAY		ADVERTISEMENT FEE WAS NOT REMOVED ON PREVIOUS RELEASE				Total Releases:	5.00

NAME	BILL NUMBER	Release Reason	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
4118 ROSENTHALL, ARTHUR J	2017-93	DY: RP:0000301012 CLERICAL ERROR	LAS	12/31/9999 8:46:25 AM			
					A0 FFEEFEE	10,000.00	5.00
03 ELLIJAY		ADVERTISEMENT FEE WAS NOT REMOVED ON PREVIOUS RELEASE				Total Releases:	5.00
4118 ROSENTHALL, ARTHUR J	2016-93	DY: RP:0000301012 CLERICAL ERROR	LAS	12/31/9999 8:45:56 AM			
					A0 FFEEFEE	10,000.00	5.00
03 ELLIJAY		ADVERTISEMENT FEE WAS NOT REMOVED ON PREVIOUS RELEASE				Total Releases:	5.00
4118 ROSENTHALL, ARTHUR J	2015-93	DY: RP:0000301012 CLERICAL ERROR	LAS	12/31/9999 8:45:28 AM			
					A0 FFEEFEE	10,000.00	5.00
03 ELLIJAY		ADVERTISEMENT FEE WAS NOT REMOVED ON PREVIOUS RELEASE				Total Releases:	5.00
3207 SHAMIAMI ENTERPRISES INC	2018-172	DY: RP:0000700553 CLERICAL ERROR	ZAD	12/31/9999 3:22:24 PM			
					G01 ADVL TAX	1,450.00	5.06
					A0 FFEEFEE	1,450.00	5.00
07 SMITHBRIDGE		CLERICAL ERROR REMOVED MINERAL INTEREST				Total Releases:	10.06
4898 SINGERLY, WILLIAM HEIRS	2019-96	DY: RP:0000301338 CLERICAL ERROR	ZAD	12/31/9999 3:40:02 PM			
					A0 FFEEFEE	1,750.00	5.00
					G01 ADVL TAX	1,750.00	6.56
03 ELLIJAY		CLERICAL ERROR REMOVED MINERAL INTEREST				Total Releases:	11.56
4898 SINGERLY, WILLIAM HEIRS	2020-96	DY: RP:0000301338 CLERICAL ERROR	ZAD	12/31/9999 3:40:43 PM			
					A0 FFEEFEE	1,750.00	5.00
					G01 ADVL TAX	1,750.00	6.56
03 ELLIJAY		CLERICAL ERROR REMOVED MINERAL INTEREST				Total Releases:	11.56
4898 SINGERLY, WILLIAM HEIRS	2021-217390	DY: RP:0000301338 CLERICAL ERROR	ZAD	12/31/9999 3:41:19 PM			
					G01 ADVL TAX	1,750.00	7.00
					A0 FFEEFEE	1,750.00	5.00
03 ELLIJAY		CLERICAL ERROR REMOVED MINERAL INTEREST				Total Releases:	12.00
4898 SINGERLY, WILLIAM HEIRS	2022-217390	DY: RP:0000301338 CLERICAL ERROR	ZAD	12/31/9999 3:42:02 PM			
					G01 ADVL TAX	1,750.00	7.00
					A0 FFEEFEE	1,750.00	5.00
03 ELLIJAY		CLERICAL ERROR REMOVED MINERAL INTEREST				Total Releases:	12.00

NAME	BILL NUMBER	Release Reason	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
4898 SINGERLY, WILLIAM HEIRS	2015-96	DY: RP:0000301338 CLERICAL ERROR	ZAD	12/31/9999 3:24:00 PM			
					A0 FFEEFEE	17,500.00	5.00
					G01 ADVL TAX	17,500.00	61.08
03 ELLIJAY		CLERICAL ERROR REMOVED MINERAL INTEREST				Total Releases:	66.08
4898 SINGERLY, WILLIAM HEIRS	2016-96	DY: RP:0000301338 CLERICAL ERROR	ZAD	12/31/9999 3:26:38 PM			
					G01 ADVL TAX	17,500.00	61.08
					A0 FFEEFEE	17,500.00	5.00
03 ELLIJAY		CLERICAL ERROR REMOVED MINERAL INTEREST				Total Releases:	66.08
4898 SINGERLY, WILLIAM HEIRS	2017-96	DY: RP:0000301338 CLERICAL ERROR	ZAD	12/31/9999 3:38:31 PM			
					G01 ADVL TAX	17,500.00	61.08
					A0 FFEEFEE	17,500.00	5.00
03 ELLIJAY		CLERICAL ERROR REMOVED MINERAL INTEREST				Total Releases:	66.08
4898 SINGERLY, WILLIAM HEIRS	2018-96	DY: RP:0000301338 CLERICAL ERROR	ZAD	12/31/9999 3:39:18 PM			
					A0 FFEEFEE	17,500.00	5.00
					G01 ADVL TAX	17,500.00	61.08
03 ELLIJAY		CLERICAL ERROR REMOVED MINERAL INTEREST				Total Releases:	66.08
Total Taxes - Release:							1,190.09

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – APPOINTMENTS

MEETING DATE: APRIL 8, 2025

13A. **Board of Health (1 seat)** – Please see the attached application for Courtney Patrick, who is requesting an appointment in the designated licensed pharmacist role under NCGS 130A-35. Ms. McGaha has recommended the appointment of Ms. Patrick. No additional applications have been received for this designation. The licensed optometrist designation remains vacant with no applications received for that slot.

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

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

Mail to: County Manager's Office
5 West Main Street
Franklin, North Carolina 28734

or FAX to: 828-349-2400

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

Name of Authority, Board or Committee applying for:

Name

Address City NC Zip

Telephone: Home Work

Occupation

Business Address

Email Address

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

Educational Background

Business and Civic Experiences/Skills:

Areas of Expertise and Interest/Skills:

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

SIGNATURE:



DATE: