

MACON COUNTY BOARD OF COMMISSIONERS
December 10, 2019
AGENDA

1. Call to order and welcome by County Manager Derek Roland
2. Election of Chairman
3. Election of Vice Chairman
4. Announcements
5. Moment of Silence
6. Pledge of Allegiance
7. Public Hearing(s)
8. Public Comment Period
9. Additions to agenda
10. Adjustments to and approval of the agenda
11. Reports/Presentations
 - A. Fiscal Year 18-19' Audit Presentation- *Martin Starnes*
12. Old Business
 - A. Amendment to Contract for Medical Services at the Macon County Detention Center- *Derek Roland, County Manager, Chester Jones County Attorney*
 - B. Amendment to Memorandum of Transportation Agreement- *Derek Roland, County Manager, Chester Jones, County Attorney*
13. New Business
 - A. Resolution declaring old Macon County Jail (current location of Gem and Mineral Society) surplus property and accompanying lease to the Gem and Mineral Society for the period of January 9, 2020- January 8, 2021- *Chester Jones, County Attorney*
 - B. Resolution declaring Cowee School Building surplus property and accompanying lease to Cowee School Arts and Heritage Center for the period of January 1, 2020- December 31, 2020- *Chester Jones, County Attorney*

- C. Request from VVA Chapter 994 to place and fly POW/MIA flag in unison below the United States Flag at Macon County Courthouse- *Vietnam Veterans of America Chapter 994 Leadership*
- D. Consideration of Contract with Mountain Area Transportation Services for the transportation of involuntary commitment patients- *Derek Roland, County Manager, Chester Jones, County Attorney*
- E. Courthouse Security discussion concerning construction of "Sally Port" at Macon County Courthouse for loading and unloading of inmates- *Sheriff Robert Holland*

14. Consent Agenda – Attachment

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. November 12, 2019 Board meeting minutes
- B. Budget Amendments #117-122
- C. Tax Releases for November in the amount of \$608.36
- D. Tax Office Monthly Report

15. Appointments

- A. Macon County Board of Health (2 seats)

16. Closed session (if necessary)

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: December 10, 2019

DEPARTMENT/AGENCY: N/A

SUBJECT MATTER: Fiscal Year 18-19' Audit Presentation

COMMENTS/RECOMMENDATION:

Representatives with Martin Starnes will present the Fiscal Year 2018-2019' Audit to the Board of Commissioners.

Attachments _____ Yes No

Agenda Item 11A

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: December 10, 2019

DEPARTMENT/AGENCY: N/A

SUBJECT MATTER: Amendment to Detention Center Medical Contract

COMMENTS/RECOMMENDATION:

The Detention Center Medical Contract will be amended to reflect additional services that are now being provided by the Medical Contractor at the Macon County Detention Center. A copy of the revised contract will be made available at the meeting.

Attachments _____ Yes No

Agenda Item 12A

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: December 10, 2019

DEPARTMENT/AGENCY: N/A

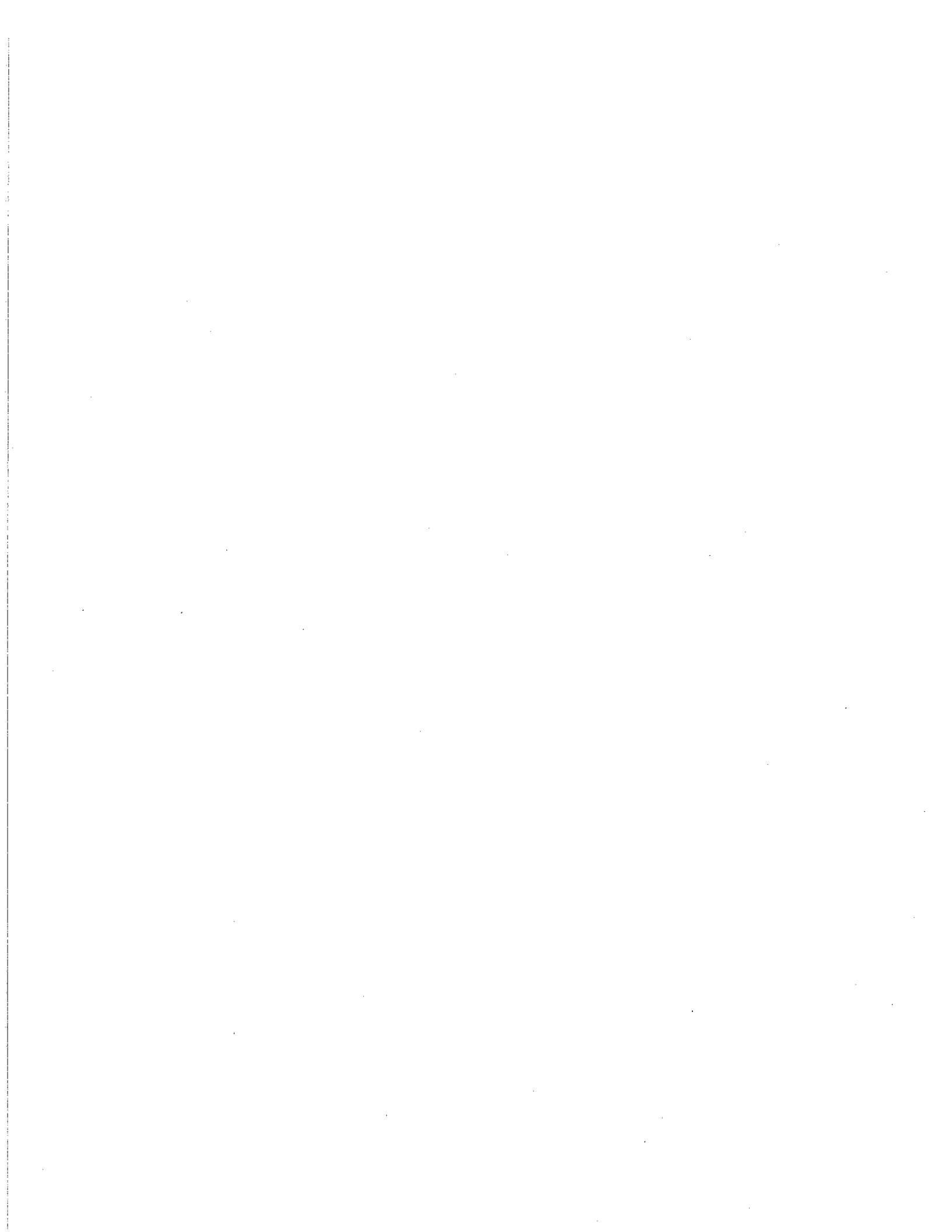
SUBJECT MATTER: Amendment to Memorandum of Transportation Agreement.

COMMENTS/RECOMMENDATION:

The Memorandum for Transportation Agreement, concerning the transportation of involuntary commitment patients that was approved by the Board of Commissioners on September 10, 2019, will be amended to incorporate Mountain Area Transportation Services (MATS). A hard copy of the agreement will be provided at the meeting.

Attachments _____ Yes No

Agenda Item 12B



MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: December 10, 2019

DEPARTMENT/AGENCY: N/A

SUBJECT MATTER: Macon County Gem and Mineral Society

COMMENTS/RECOMMENDATION:

Macon County Gem and Mineral Society lease renewal for the term of January 9, 2020- January 8, 2021. Also attached, please find a resolution declaring this property surplus.

Attachments X Yes No

Agenda Item 13A

RESOLUTION LEASING PROPERTY FOR A TERM OF ONE YEAR

WHEREAS, the County of Macon is the owner of a tract or parcel of land, in the Town of Franklin, Macon County, North Carolina, on the west side of Phillips Street, upon which is located the old Macon County Jail Building, including the Sheriff's living quarters, which the Board of Commissioners finds is currently surplus to the County's needs; and

WHEREAS, the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., (GEM & MINERAL SOCIETY OF FRANKLIN, N.C.) has previously rented the property for a term of five (5) years, during which major improvements to the building including an expenditures of over \$25,000 in 2006 for three mini-split air conditioning and heating units and re-carpeting, painting and installation of a new burglar alarm system at a cost of \$5,000 in 2007 were made; and

WHEREAS, the County and the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., have agreed upon a lease, under which the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., will lease the County's property for a term of one (1) year, beginning January 9, 2020; and

WHEREAS, in consideration of leasing the county's property, the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., has agreed to maintain the premises in good condition and provide to the public, free of charge, gem and mineral and Indian artifact displays and will pay the county an annual rent of \$10.00 and other good and valuable considerations; and

WHEREAS, Macon County will not have a need for the real property described in the Lease to the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., 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.

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

1. That the Board of Commissioners hereby approves the lease of the county property described above to the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., for one (1) year, a copy of which is attached hereto.
2. That Macon County will not have a need for the real property described in the Lease to the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., 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
3. That the Board of Commissioners hereby directs the appropriate County employees to execute any instruments necessary to the lease.

ADOPTED this the 10th day of December, 2019.

COUNTY OF MACON

James Tate, Chairman
Board of Commissioners

ATTEST:

Derek Roland, Clerk to the Board

**STATE OF NORTH CAROLINA
COUNTY OF MACON**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of the ____ day of _____, 20____, by and between **COUNTY of MACON**, and political subdivision of the State of North Carolina, ("**COUNTY**"), and **GEM & MINERAL SOCIETY OF FRANKLIN, N.C.**, a North Carolina non-profit corporation with its principal place of business being in the Town of Franklin, Macon County, North Carolina, ("**GEM & MINERAL SOCIETY OF FRANKLIN, N.C.**, ").

WITNESSETH:

WHEREAS, the COUNTY is the owner of the hereinafter described tract or parcel of land, upon which is located the old Macon County Jail Building, including the Sheriff's living quarters, located at 25 Phillips Street, in the Town of Franklin, Macon County, North Carolina ("**the Premises**"); and

WHEREAS, the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., has previously rented the Premises for a term of one (1) year, during which major improvements to the building were made, and has agreed to maintain the Premises in a good condition and to provide for the public, free of charge, gem and mineral and Indian artifact displays; and

WHEREAS, in the opinion of the duly elected Board of Commissioners of the County of Macon, it has been determined that said property, in its present condition, is not necessary for any public purpose of the County, and that there is no presently foreseen need for the use of said property for public purposes of the County during the term of this Lease; and

WHEREAS, the Board of Commissioners of the county of Macon has found said property to be currently surplus to the COUNTY's needs; and

WHEREAS, upon Resolution duly approved by the Board of Commissioners of the County of Macon, the execution of this Agreement has been approved; and

WHEREAS, the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., desires to lease the hereinafter described real estate, and improvements thereupon, and has agreed to maintain the same and keep it open as a museum, available to the public, pursuant to the terms hereof;

NOW, THEREFORE, for and in consideration of the premises, and the further sum of Ten Dollars (\$10.00) this day paid by the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., unto the COUNTY, the receipt of which is hereby acknowledged, and the further consideration of the matters and things to be performed by the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., hereinafter enumerated, the COUNTY does hereby let and lease unto the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., and the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., does hereby rent and take from the COUNTY, the following described property, to-wit:

All that certain tract of parcel of land, lying and being in the Town of Franklin, Macon County, North Carolina, on the west side of Phillips Street, and being more particularly described as follows:

BEGINNING at a concrete monument near the northwest corner of The Macon County Jailhouse, as the same is shown on the survey and Plat entitled Rankin Square, as surveyed by Gardner v. Holden, Registered Land Surveyor, under date of August 5, 1976, which plat is recorded in the office of the Register of Deeds for Macon County, North Carolina, in Plat Book 4 at page 128; runs thence from said Point of Beginning, South 18 degrees 55 minutes East 63.40 feet to the northwest corner of the old Library building; thence with the north wall of the same, North 71 degrees 05 minutes East approximately 48 feet to the west margin of the sidewalk along Phillips Street; thence with the west margin of said sidewalk, North 19 degrees 37 minutes 05 seconds East 63.32 feet to a point near the northeast corner of the old Jailhouse building; thence South 71 degrees 09 minutes West approximately 48 feet to the point of BEGINNING.

The terms and conditions of this Agreement are as follows:

1. The term of this Lease shall begin as of the 9th day of January, 2020, and unless sooner terminated as hereinafter provided, shall continue through and including the 8th day of January, 2021.

2. As rental for the Premises, the GEM & MINERAL SOCIETY OF FRANKLIN, N.C. shall pay unto the COUNTY an annual rental of Ten Dollars (\$10.00), the same to be payable in advance upon the execution hereof.

3. The GEM & MINERAL SOCIETY OF FRANKLIN, N.C., shall have the right and shall be obligated to perform at its sole cost, all repairs to the interior of said building, and the roof thereof, as shall be required to keep the same in a safe and usable condition.

4. The GEM & MINERAL SOCIETY OF FRANKLIN, N.C., shall, at its sole cost and expense, provide all maintenance necessary to maintain the leased Premises and all portions thereof in good, same and attractive condition.

5. The GEM & MINERAL SOCIETY OF FRANKLIN, N.C., shall make no structural changes or alterations to exterior of the improvements upon the Premises without the prior written approval of the COUNTY.

6. The GEM & MINERAL SOCIETY OF FRANKLIN, N.C., shall, at its sole cost and expense, further make all improvements which may be required to insure that the Premises comply with all governmental requirements, including but not limited to the Americans with Disabilities Act.

7. Neither all nor any portion of the leased Premises shall be sub-leased without the prior written approval of the COUNTY.

8. The GEM & MINERAL SOCIETY OF FRANKLIN, N.C., as a part of the consideration hereof, expressly agrees to maintain its present level of services to the citizens of Macon County and the Public, in general, all without charge or fee, unless prior written approval to a change thereof shall first have been obtained from the COUNTY.

9. The GEM & MINERAL SOCIETY OF FRANKLIN, N.C., shall pay all charges for the furnishings of utilities to the leased Premises, the charges therefor to be billed to the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., and in no way billed or charged to the COUNTY.

10. The COUNTY shall not be liable for any damage to property of the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., or property of other parties, or for damage to persons, whether employees or customers, having property upon or being upon the leased Premises, nor for the loss of or damage to any property or person, by theft or otherwise. The COUNTY shall not be liable for any injury or damage to the demised Premises, persons or property resulting from fire, explosion, deficiency in the structure or any other cause of whatsoever nature; and the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., agrees to save the COUNTY harmless from all claims for damages to person or property occurring in or on the leased Premises; nor shall the COUNTY be liable for any such damage caused by other persons in or upon the leased Premises or caused by operation in construction of any private, public or quasi-public works; nor shall the COUNTY be liable for any latent defects in the demised Premises. During the term of this Lease, the respective parties may carry such fire, liability and extended coverage for the benefit of both parties, with minimum limits of \$100,000.00 - \$300,000.00, and shall carry landlord-tenant standard fire and extended coverage insurance, in the maximum insurable value of the improvements upon the Premises. All proceeds from the respective insurance policies other than those required to be carried

by the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., (in the event of loss) shall be payable to the owner thereof, without claim of or by the other party or its insurer.

11. Should the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., fail to pay the rent, as herein specified, or otherwise default in its obligation under this Agreement, then and in that event, the COUNTY shall have the right to take immediate possession of the Premises, without prejudice to any and all other rights it may have to collect rent, or otherwise enforce the terms and provisions hereof.

12. At the end of the term, the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., shall return the Premises to the COUNTY, in as good a condition as when the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., took possession of the same, as improved and repaired pursuant to the prior provisions hereof, ordinary wear and tear expected.

13. This Agreement shall be terminable at will by either part, by the giving of written notice of the intention to terminate, at least sixty (60) days prior to the date of termination.

14. All notices required hereby shall be given by mail as follows:

As to the COUNTY:

County of Macon
Attn: County Manager
5 West Main Street, Courthouse Annex
Franklin, NC 28734

As to the GEM & MINERAL SOCIETY OF FRANKLIN, N.C.:

Gem & Mineral Society of Franklin, N.C.
25 Phillips Street
Franklin, NC 28734

IN TESTIMONY WHEREOF, the COUNTY has caused these presents to be signed in its name by its Chairman, attested by its County Manager, Ex-Officio Clerk to the Board, and its corporate seal to be hereunto affixed, all pursuant to action authorized by its governing Board, and the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., has caused these presents to be signed in its corporate name by its President, attested by its Secretary, and its corporation seal to be hereunto affixed, all pursuant to action of its Board of Directors, in duplicate originals, one of which is retained by each of the parties, the date and year first above written.

COUNTY OF MACON

By: _____
James Tate
Chairman, Board of Commissioners

ATTEST:

(CORPORATE SEAL)

Derek Roland,
Clerk to the Board, Ex Officio

GEM & MINERAL SOCIETY OF FRANKLIN, N.C.,
a North Carolina non-profit corporation

By: _____
President

ATTEST:

(CORPORATE SEAL)

Secretary

NORTH CAROLINA
MACON COUNTY

I, _____, Notary Public for Macon County, North Carolina, certify that Derek Roland, personally came before me this day and acknowledged that he is the Clerk of the Board of Commissioners of Macon County and that by authority duly given and as the act of Macon County, the foregoing instrument was signed in its name by the Chairman of its Board of Commissioners, sealed with its seal and attested by himself its Clerk to the Board of Commissioners.

Witness my hand and official seal, this the ____ day of _____, 20____.

(OFFICIAL SEAL)

_____, Notary Public
Printed Name of Notary
My Commission Expires: _____

NORTH CAROLINA
MACON COUNTY

I, _____, Notary Public for Macon County, North Carolina, certify that _____, personally came before me this day and acknowledged that he (or she) is secretary of GEM AND MINERAL SOCIETY OF FRANKLIN, N.C., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal, and attested by himself (or herself) as its secretary foregoing on behalf of the corporation.

Witness my hand and official seal, this the ____ day of _____, 20____.

(OFFICIAL SEAL)

_____, Notary Public
Printed Name of Notary
My Commission Expires: _____

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: December 10, 2019

DEPARTMENT/AGENCY: N/A

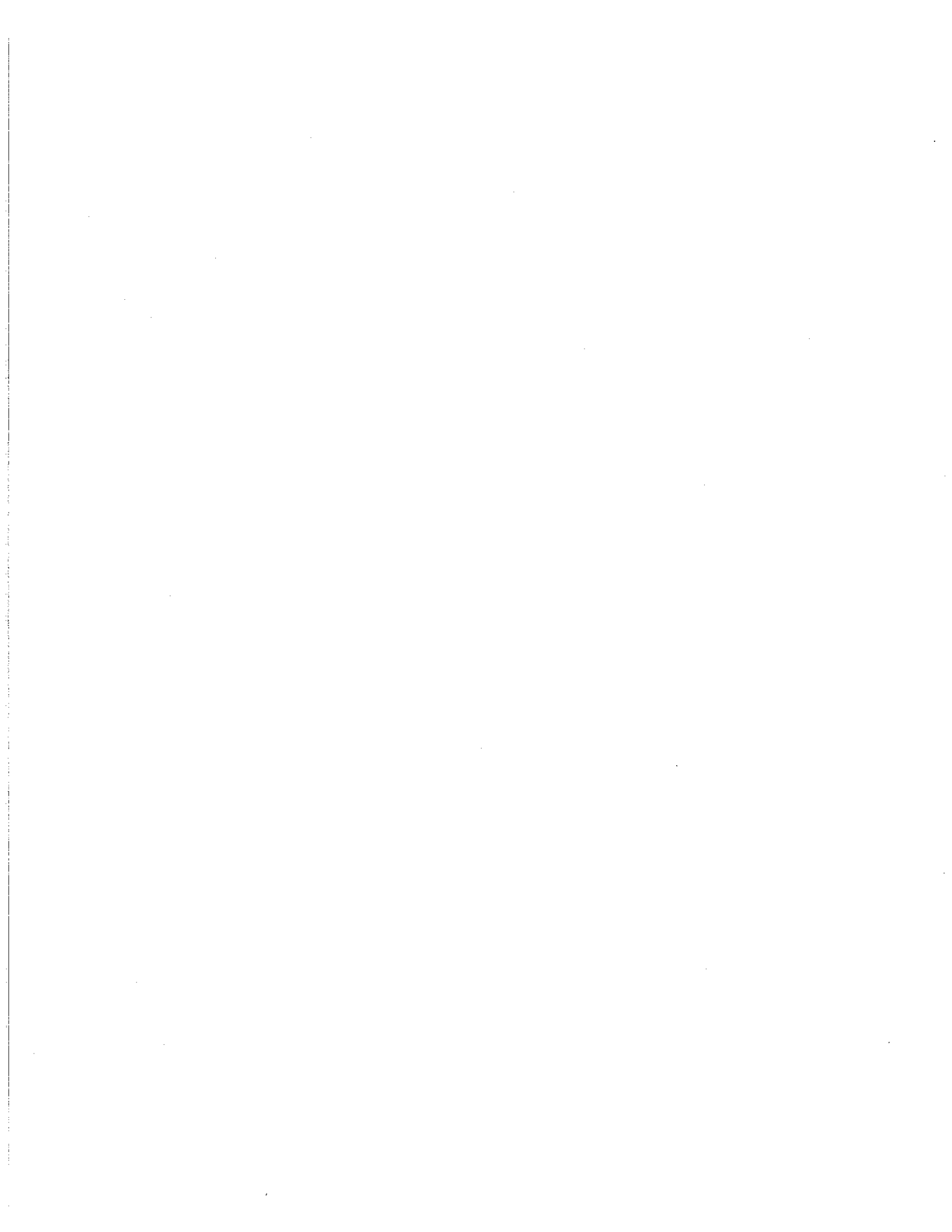
SUBJECT MATTER: Cowee School Arts and Heritage Center

COMMENTS/RECOMMENDATION:

Cowee School Arts and Heritage Center lease renewal for the term of January 1, 2020- December 31, 2020. Also attached for consideration, a resolution declaring this county owned property surplus.

Attachments Yes No

Agenda Item 13B



STATE OF NORTH CAROLINA
COUNTY OF MACON

**RESOLUTION OF THE MACON COUNTY BOARD OF COUNTY COMMISSIONERS
DECLARING PROPERTY TO BE SURPLUS AND APPROVING A ONE YEAR LEASE
OF THE SAME BY MACON COUNTY TO
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 one year from January 1, 2020; 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.

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 entry into 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 one year from January 1, 2020, through the end of December 31, 2020; and

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

Adopted at the December 10, 2019, Regular Meeting of the Macon County Board of Commissioners.

James Tate, Chairman
Macon County Board of County Commissioners

ATTEST:

Derek Roland, Macon County Manager
and Clerk to the Board

(Official Seal)

**NORTH CAROLINA
MACON COUNTY**

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

This lease is made this 1st day of January, 2020, 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, does own a building known as 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 Macon County does reserve 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.* Subject to the terms below, this lease shall commence January 1, 2020, and shall continue for a term expiring at the end of December 31, 2020.

(3) *Rent.* The rent payable by the COWEE SCHOOL ARTS AND HERITAGE CENTER, a North Carolina Non-Profit Corporation, shall be as follows:

- A. It shall as provided for hereinafter use a substantial part of such real property for public "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352;
- B. It shall as provided for hereinafter 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 that term is defined in 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 January 1, 2020, and the end of December 31, 2020, 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 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. COWEE SCHOOL ARTS AND HERITAGE CENTER, a North Carolina Non-Profit Corporation, shall account to Macon County for its uses of resources provided by Lessor to it and for its uses of the leased premises in accordance with paragraph 3 A, B and C above.

(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. 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 for the period between January 1, 2020, and the end of December 31, 2020, and it shall cooperate with Sublessor’s efforts to provide recreational opportunities to the general public at such location; and
- C. Sublessee acknowledges and agrees to 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.

Except as provided for hereinabove, Tenant shall be responsible for any and all other maintenance and repairs of the Sublease Premises. Tenant agrees to accept the premises in their present condition and to maintain the interior components of the portion of the premises leased to Tenant in a good state of repair during the term of this lease not set forth as part of the Lessor's obligations hereinabove. 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 will provide 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.

(11) 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.

(12) Incidents of Default. Each and every term of this lease is a material part of this lease and continuation of the lease is conditioned on the parties' adherence to its terms. 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.

(13) 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: _____
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 _____, 2019.

Macon County Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF MACON

**SUBLEASE AGREEMENT WITH
COWEE SCHOOL ARTS AND HERITAGE CENTER**

THIS SUBLEASE AGREEMENT is made and entered into effective January 1, 2020, by and between Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation, located in Macon County, North Carolina, hereinafter referred to as "Sublessor" and hereinafter referred to as "Sublessee";

WITNESSETH:

THAT WHEREAS, Sublessor did enter into a Lease Agreement with Macon County, a North Carolina County and body politic for the lands and improvements known as the "Old Cowee School", located in the Cowee Township of Macon County, North Carolina, and being more particularly 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, Sublessor operates the Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation, located in Macon County, North Carolina, upon said lands described hereinabove; and

WHEREAS, pursuant to the terms of such Lease Agreement, Sublessor has the right to sublease room space upon said lands described hereinabove; and

WHEREAS, Landlord desires to sublease room space to Sublessee and Sublessee desires to sublease from Sublessor certain room space upon said lands described hereinabove.

NOW THEREFORE, IN CONSIDERATION OF the sublease payments from Sublessee to Sublessor as provided for herein, Sublessor does sublease unto Sublessee and Sublessee does sublease from Sublessor the following Sublease Premises upon the following terms and conditions:

1. Sublease Premises.

The Sublease Premises under this Sublease shall be Room # _____ in the Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation located at 51 Cowee School Drive, Franklin, NC 28734, being a portion of 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.

The term of this Sublease shall be from January 1, 2020 through and including December 31, 2020. **THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, LESSOR MAY END THIS LEASE UPON 30 DAYS NOTICE TO TENANT WITHOUT LEGAL CONSEQUENCE.**

3. Holdover.

Should Sublessee maintain possession of the Sublease Premises for any period after the end of the Term of this Sublease, then Sublessee shall become a Sublessee at sufferance and shall pay Sublessor for any holdover period at the monthly Sublease Payment rate.

4. Lease Payment.

Sublessee shall make monthly Sublease payments to Sublessor as follows:

The room sublease rate for the Sublease Premises is \$ _____ per month, payable on the first day of each month during the Term of this Sublease, with the first such monthly payment being due and payable on January 1, 2020. Sublease payments shall be made by Sublessee to Sublessor at 51 Cowee School Drive, Franklin, NC 28734.

Tenant shall upon execution hereof also pay to Landlord a "Security Deposit" in the amount of \$ _____, the same being equal to one month of rent hereunder.

5. Late Sublease Payments.

In the event that Sublessee fails to make a Sublease payment specified by this Sublease Agreement in a timely manner, Sublessee shall pay a late fee in the amount of 10% of the required Sublease payment. However, nothing contained herein shall require Sublessor to reinstate this Sublease Agreement upon Sublessee's breach of the same for failing to make Sublease payments required herein in a timely manner.

6. Returned Checks.

In the event that Sublessee pays a Sublease payment by check and such check is returned for insufficient funds or because Sublessee did not have an account at the bank upon which check was drawn, then Sublessor may, pursuant to N.C. Gen. Stat. § 25-3-506, collect from Sublessee a processing fee of \$25.00 and the fees authorized by N.C. Gen. Stat. § 6-21.3(a).

7. Possession of Sublease Premises.

Sublessee shall be entitled to possession of the Sublease Premises on the first day of the Term

of this Sublease, and shall yield and return possession to Sublessor on the last day of the Term of this Sublease.

8. Use of Sublease Premises.

Sublessee may use the Sublease Premises only for the following purpose(s): _____

_____ and no other purposes whatsoever.

9. Keys.

Sublessor shall provide Sublessee with the key code to the outside door to the building in which the Sublease Premises is located and a key to the room Sublessee subleased. Sublessee shall pay a \$25.00 deposit for such key and shall forfeit such deposit unto Sublessor should Sublessee fail to return such key to Sublessor at the end of the Term of this Sublease.

10. Remodeling and/or Structural Improvements.

Sublessee shall, at Sublessee's own expense, have the obligation to conduct any construction or remodeling that may be reasonably required to use the Sublease Premises as specified hereinabove and may do so provided that it first secures written permission from Sublessor for the same, second that such construction or remodeling does not in anyway harm the historical character of the building or otherwise undermine the structural character of the building and third that Sublessee shall at the end of the Term of this Sublease and upon request of Sublessor restore the Subleased Premises to substantially the same condition of the Subleased Premises at the commencement of this Sublease. Notwithstanding anything to the contrary contained herein, Sublessor shall have the sole and absolute discretion to give or withhold permission for Sublessee's requested construction or remodeling.

Any additions or improvements to the Sublease Premises which are permitted by Sublessor shall, within the sole discretion of the Sublessor, inure to the benefit of the Sublessor upon expiration of the lease and surrender of the premises by the Sublessor.

11. Maintenance and Repairs.

Sublessor's sole maintenance and repair obligations of the Sublease 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.

Except as provided for hereinabove, Sublessee shall be responsible for any and all other maintenance and repairs of the Sublease Premises.

Sublessee agrees to and does hereby accept the Sublease Premises in their present condition and agrees to repair and maintain the interior components of the Sublease Premises in a good state of repair during the term of this Sublease.

12. Access by Sublessor to Sublease Premises.

Sublessor shall have the right to enter the Sublease Premises at reasonable times to make inspections, provide necessary services and/or show the unit to prospective buyers, mortgagees, subtenants or workers. Sublessor shall work with Sublessee regarding the same.

13. Utilities.

Sublessor shall be responsible for providing the utilities presently provided in connection with the Sublease Premises.

14. Property Insurance.

Sublessor and Sublessee shall each be responsible to maintain appropriate insurance for their respective interests in the Sublease Premises and their respective properties located at or within the Sublease Premises.

15. Dangerous Materials and Environmental Matters.

Sublessee shall not keep or have upon the Sublease Premises any article or thing which is dangerous, flammable or explosive in character which might substantially increase the danger of fire on the Sublease Premises or the Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation, or that may be considered hazardous, unless prior written consent of the Sublessor is obtained by Sublessee and Sublessee presents unto Sublessor proof of insurance coverage satisfactory to Sublessor within its sole discretion.

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 Sublessee represents, warrants and covenants that it will indemnify and hold Sublessor 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 Sublessee'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 Sublessor. In addition, the Sublessor 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.

16. Destruction or Condemnation of Sublease Premises.

If the Sublease Premises are partially or totally destroyed in a manner which prevents the Sublessee from conducting Sublessee's use of the Leased Premises as contemplated by the parties in this Sublease, or if the Subleased Premises are condemned, this Sublease shall terminate.

17. Default.

Each and every term of this Sublease is a material part of this Sublease and continuation of the Sublease is conditioned on the parties' adherence to its terms. The breach or threatened breach of any of the Sublease terms by the Sublessee shall be deemed an incident of default. A declaration of insolvency or the filing of a petition of bankruptcy by the Sublessee shall also be deemed an incident of default. In the event Sublessee defaults as defined in this paragraph, Sublessor may declare this Sublease 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. Upon termination of this Sublease by Sublessor, the Sublessee shall immediately surrender possession of the Sublease Premises unto Sublessor. Notwithstanding any termination of this Sublease, Sublessee's obligations hereunder shall survive.

18. Usability of Sublease Premises.

Sublessee has inspected the Sublease Premises and acknowledges and agrees that the same are in a reasonable and acceptable condition of usability for its intended uses and that Sublessor makes no warranties, express or implied, unto Sublessee regarding the usability, suitability or appropriateness of the Sublease Premises for the intended use of the Sublessee hereunder.

19. Assignment or Sub-Subletting.

Sublessee may neither assign nor sublet any interest of the Sublessee in and to the Sublease Premises.

20. Notices.

Notices under this Sublease shall be deemed valid and given upon posting in the United States Postal Service, by First Class U.S. Mail, postage prepaid and addressed as follows:

For Sublessor:

Cowee School Arts and Heritage Center
51 Cowee School Drive
Franklin, NC 28734

For Sublessee:

Such addresses of either party may be changed from time to time by such party by providing notice of the same as set forth hereinabove.

21. Entire Agreement and Amendments.

This Sublease contains the entire agreement of the parties hereto and there are no other promises or conditions in any other agreement whether written or oral. This Sublease may be modified or amended only in writing duly executed by both parties hereto.

22. Severability.

If any part of this Sublease shall be held to be invalid or unenforceable for any reason the remaining provisions of this Sublease shall continue to be valid and enforceable.

23. Cumulative Rights.

The rights of the parties under this Sublease shall be cumulative and shall not be construed as exclusive unless otherwise required by applicable law.

24. Indemnification.

Sublessee shall indemnify Sublessor 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 Subleased Premises, or occasioned wholly or in part by any act or omission of Sublessee its agents, licensees, concessionaires, customers or employees. In the event Sublessor shall be made a party to any litigation, commenced by or against Sublessee, its agents, licensees, concessionaires, customers or employees, then Sublessee shall protect and hold Sublessor harmless and shall pay all costs, expenses and reasonable attorneys' fees included or paid by Sublessor in connection with such litigation.

25. Abatement of Nuisances and Appearance.

Sublessee 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. Sublessee shall further maintain the appearance of the premises in manner that is aesthetically pleasing and consistent with other business users at the Cowee School Arts and Heritage Center and shall not accumulate trash or debris on the Sublease Premises.

26. Security Deposit.

The Security Deposit shall be held by Sublessor without liability for interest and as security for the performance by Sublessee of Sublessee's covenants and obligations under this Sublease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Sublessor's damages in case of default by Sublessee. Unless otherwise provided by mandatory non-waivable law or regulation, Sublessor may commingle the Security Deposit with Sublessor's other funds. Sublessor may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Sublessee hereunder. Following any such application of the Security Deposit, Sublessee shall pay to Sublessor on demand the amount so applied in order to restore the Security Deposit to its original amount. If Sublessee is not in default at the termination of this Sublease, the balance of the Security Deposit remaining after any such application shall be returned by Sublessor to Sublessee. If Sublessor transfers its interest in the Sublease Premises during the term of this Sublease, Sublessor may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

27. Governing Law.

This Sublease shall be construed in accordance with the laws of the State of North Carolina.

28. Miscellaneous Terms and Conditions.

- A. Subleases of any portions of Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation, are generally for one year, within the sole discretion of the Board for Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation, and may be renewed upon agreement of the parties and such agreement may be withheld by Sublessor within its sole discretion;
- B. Sublessee and its uses of the Sublease Premises shall at all times be subject to and shall comply with the overall rules and procedures of Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation, then in effect and Sublessee acknowledges that Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation, has the right to change, amend, add to or take away from such overall rules and procedures from time to time within its sole discretion;
- C. Sublessee acknowledges and agrees that its use of the Sublease Premises shall reflect the overall mission of the Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation;
- D. Sublessee shall cause its Sublease Premises to be open to the general public at least 16 hours per week during normal operating hours for the Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation, and those hours shall be consistently scheduled and appropriately posted for the benefit of the public and the Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation;
- E. Sublessee shall have the Sublease Premises open to the Public during all events of Cowee School Arts and Heritage Center;
- F. Sublessee agrees that it will make space in the Sublease Premises available to the Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation, during Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation, events including but not limited to Cowee Christmas, Folk Festival, Concerts and School Children Visits;
- G. Sublessee agrees that any change in the decor of the Sublease Premises shall be first approved in writing by the Cowee School Arts and Heritage Center,, a North Carolina Non-Profit Corporation, located in Macon County, North Carolina, within its sole discretion; and
- H. Sublessee Agrees that upon vacating the Sublease Premises, that Sublessee shall restore the same to its original state unless otherwise authorized and agreed to by the Board for the Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation, located in Macon County, North Carolina;

- I. 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;
- J. 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 for the period between January 1, 2020, and the end of December 31, 2020, and it shall cooperate with Sublessor's efforts to provide recreational opportunities to the general public at such location; and
- K. Sublessee acknowledges and agrees to 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.

Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation

By: _____
Duly authorized Representative of
Cowee School Arts and Heritage Center, a
North Carolina Non-Profit Corporation

Name _____

By: _____

Representative Capacity: _____



MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: December 10, 2019

DEPARTMENT/AGENCY: N/A

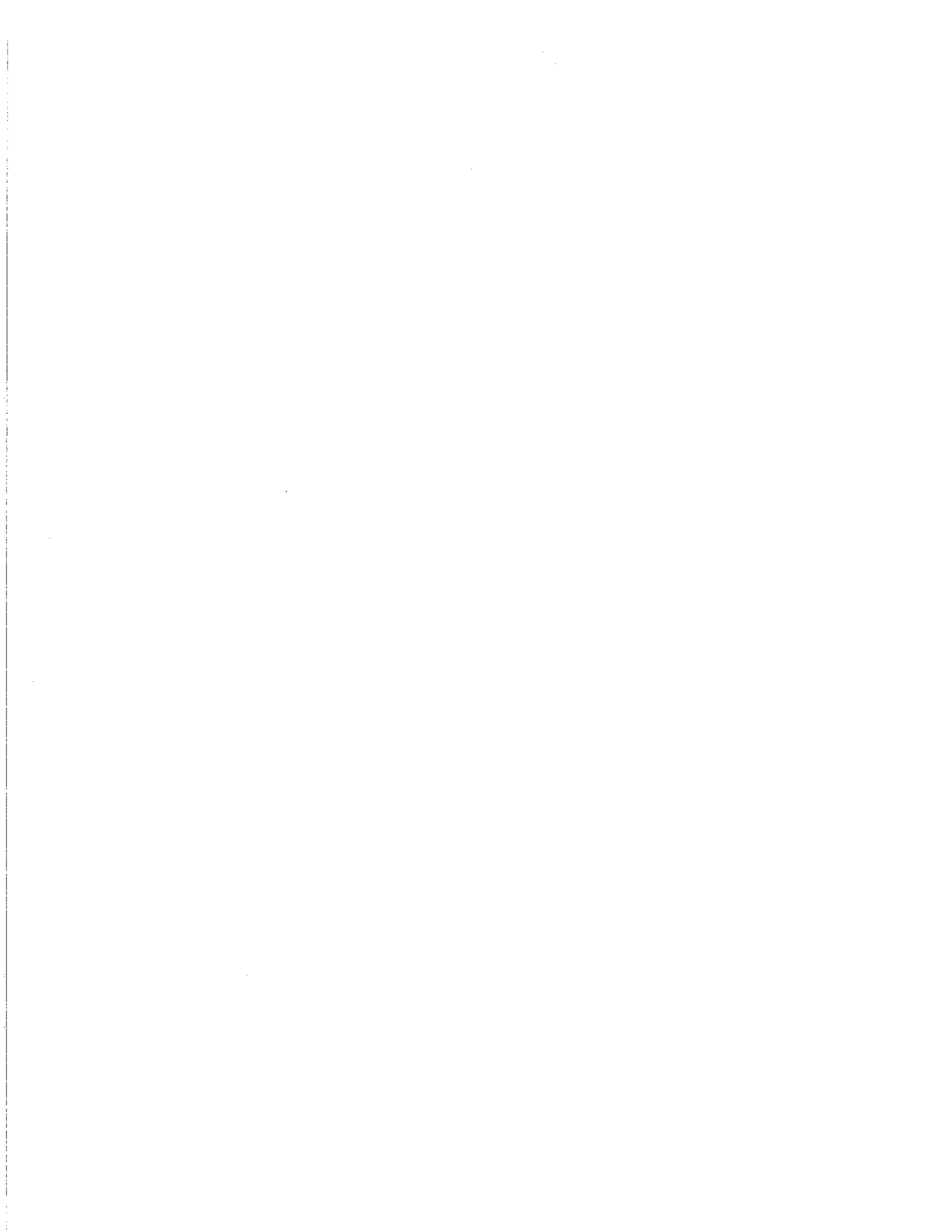
SUBJECT MATTER: POW/MIA Flag Request

COMMENTS/RECOMMENDATION:

Leadership from the Vietnam Veterans of America Chapter 994 will request for the Board of Commissioners to place and fly the POW/MIA flag in unison below the United States Flag at the Macon County Courthouse 24/7 365 days per year, permanently .

Attachments _____ Yes No

Agenda Item 13C



MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: December 10, 2019

DEPARTMENT/AGENCY: N/A

SUBJECT MATTER: Mountain Area Transportation Services

COMMENTS/RECOMMENDATION:

A contract with Mountain Area Transportation Services (MATS) will be presented to the board for consideration. MATS is a third party transportation provider that upon contract execution will be begin assisting the Macon County Sheriff's Department with the transportation of Involuntary Commitment patients. A contract will be presented for consideration at the meeting.

Attachments _____ Yes No

Agenda Item 13D

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: December 10, 2019

DEPARTMENT/AGENCY: Macon County Sheriff

SUBJECT MATTER: Courthouse Security "Sally Port" construction.

COMMENTS/RECOMMENDATION:

Sheriff Robert Holland will discuss the need to a construct a "Sally Port" or secure portal for inmates entering and exiting the Macon County Courthouse. Further details will be provided by Sheriff Holland at the meeting.

Attachments _____ Yes No

Agenda Item 13E



MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: December 10, 2019

DEPARTMENT/AGENCY: N/A

SUBJECT MATTER: Consent Agenda

COMMENTS/RECOMMENDATION:

- **14A.** Minutes of the November 12, 2019 Regular meeting
- **14B.** Budget Amendments # 117 - 122
- **14C.** Tax Releases for November in the amount of \$608.36
- **14D.** Tax Office Monthly Report

Attachments Yes No

Agenda Item 14A-14D

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # _____

FROM: Lindsay Leopard **117**

DEPARTMENT: Sheriff's Office

EXPLANATION: Move money to cover the cost of 12 week K9 and Handler training course in Pennsylvania.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
114310 - 558901	Travel	\$17,500.00	
113850 - 445800	Donations	\$17,500.00	

REQUESTED BY DEPARTMENT HEAD *[Signature]*
 RECOMMENDED BY FINANCE OFFICER *[Signature]*
 APPROVED BY COUNTY MANAGER _____
 ACTION BY BOARD OF COMMISSIONERS 12/10/19 meeting
 APPROVED AND ENTERED ON MINUTES DATED _____
 CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # _____

Date: 11/19/2019

DEPARTMENT: HEALTH **118**

EXPLANATION: Insurance settlement from June/July claim for vaccine refrigerator losses, less deductible, used to pay repair invoices. Per Kim Camp.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113839-485000	Insurance Settlement	\$ 1,065.00	
115145-555106	Communicable Disease/Contracted Services	\$ 1,065.00	

REQUESTED BY DEPARTMENT HEAD *Kim Camp*

RECOMMENDED BY FINANCE OFFICER *Brian Carpenter*

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS *12/10/19 meeting*

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 120

Date: 11/19/2019

DEPARTMENT: HEALTH

EXPLANATION: Using Medicaid Cost Settlement funds to cover the enrollment costs for CCPN contract. This contract is to support our Medicaid Transformation efforts.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113511-438551	Medicaid Cost Settlement Funds	\$ 2,500.00	
115111-555106	Operations/Contracted Services	\$ 2,500.00	

REQUESTED BY DEPARTMENT HEAD Carmine Hines

RECOMMENDED BY FINANCE OFFICER David Carpenter

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 12/10/19 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # _____

121

DEPARTMENT: HEALTH

EXPLANATION: Received new grant monies from Community Foundation of WNC.
Need to increase budget in expenditures and revenue.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115128-555113	Community Foundation Expenses	50,000	
113511-436016	Community Foundation of WNC	50,000	

REQUESTED BY DEPARTMENT HEAD Carmel Howard-James D. Clark

RECOMMENDED BY FINANCE OFFICER Heun Carpenter

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 12/10/19 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 122

Date: 11/25/2019

DEPARTMENT: HEALTH

EXPLANATION: New subaward monies being received. NC State University subaward #2019-0812-03 for \$9935 in year 1 of 3.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113511-438562	Nutrition Education	\$ 9,935.00	
115153-565029	Nutrition Education/DPP	\$ 9,935.00	

REQUESTED BY DEPARTMENT HEAD Carme D'Accio

RECOMMENDED BY FINANCE OFFICER Adam Carpenter

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 12/10/19 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Cde	Check Number	Trans Rev	Descriptn
3	10/28/19	135844	19A7504487724	G01 F04	155.15- 23.06-	155.15- 23.06-	0.00 0.00		0.00 0.00					
***		DENNIS, L. D. TRUSTEE			178.21-	178.21-	0.00	0.00	0.00	0.00	R			CLERICA
5	10/31/19	139556	19A139556.12	G01 F01	20.96- 3.05-	20.96- 3.05-	0.00 0.00		0.00 0.00					
***		HUNTINGTON TECHNOLOGY			24.01-	24.01-	0.00	0.00	0.00	0.00	R			CLERICA
2	10/21/19	76739	19A6583004777	L01	95.00-		0.00	95.00-	0.00					
***		MCCONNELL, JAMES B LIFE ESTATE			95.00-		0.00	95.00-	0.00	0.00	R			CLERICA
4	10/31/19	18168	19A18168.07	L01	95.00-		0.00	95.00-	0.00					
***		NORRIS, HARRY LORAN			95.00-		0.00	95.00-	0.00	0.00	R			CLERICA
1	10/01/19	101966	19A6567826686	G01 F07	168.62- 47.52-	168.62- 47.52-	0.00 0.00		0.00 0.00					
***		WELCH, CHRISTOPHER ERVIN			216.14-	216.14-	0.00	0.00	0.00	0.00	R			CLERICA
Tax Code Totals														
				F01*19- FR FIRE	3.05-	3.05-	0.00	0.00	0.00	0.00				
				F04*19- CULL FR	23.06-	23.06-	0.00	0.00	0.00	0.00				
				F07*19- BT FIRE	47.52-	47.52-	0.00	0.00	0.00	0.00				
				G01*19- GEN TAX	344.73-	344.73-	0.00	0.00	0.00	0.00				
				L01*19- RES FEE	190.00-		0.00	190.00-	0.00	0.00				
Total for Group					608.36-	418.36-	0.00	190.00-	0.00	0.00				
REL*19*10														

***** Totals By Tax Cycle *****
 Cycle Current Delinquent

A 608.36- 0.00

MACON COUNTY MONTHLY
AD VALOREM TAX COLLECTIONS REPORT

Nov-19

Month to Date	Beginning Balance	Lewy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance
General Tax	14837940.13	1948.65	-344.73	-3.47	14839540.58	-4174096.22	27783.4	1545.74	-4144767.08	10694773.5
Fire Districts	2138036.23	539.8	-73.63	-0.65	2138501.75	-636123.39	0	131.97	-635991.42	1502510.33
Landfill User Fee	1396012.94	0	-190	-3.08	1395819.86	-472931.3	0	19.55	-472911.75	922908.11
Totals	18371989.3	2488.45	-608.36	-7.2	18373862.19	-5283150.91	27783.4	1697.26	-5253670.25	13120191.94

Year to Date	Beginning Balance	Lewy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance	Collection Percentage
General Tax	0	28997473.5	-12554.26	-1156.31	28983762.93	-18365854.38	56350.63	20514.32	-18288989.43	10694773.5	63.1
Fire Districts	0	3996256.74	-1830.28	-171.52	3994254.94	-2493942.86	0	2198.25	-2491744.61	1502510.33	62.38
Landfill User Fee	0	2554455	-1235	-11.29	2553208.71	-1631637.48	0	1336.88	-1630300.6	922908.11	63.85
Totals	0	35548185.24	-15619.54	-1339.12	35531226.58	-22491434.72	56350.63	24049.45	-22411034.64	13120191.94	63.07

63.1% collected in 2019 general taxes, late listing penalties, discoveries and deferred taxes as of 11/30/2019 as compared to 64.44% collected as of 11/30/2018

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: December 10, 2019

DEPARTMENT/AGENCY: N/A

SUBJECT MATTER: Appointments

COMMENTS/RECOMMENDATION:

A. Macon County Health Board (2 Seats)

Attachments Yes No

Agenda Item 15A

Derek Roland

From: Carmine Rocco <crocco@maconnc.org>
Sent: Wednesday, December 4, 2019 12:39 PM
To: Derek C Roland; Mike Decker
Cc: Commissioner Paul Higdon; Melissa Bell
Subject: Recommendations for Board of Health

Importance: High

The Board of Health at their November 26th meeting and after careful consideration reached consensus on recommendations for the 2 currently vacant seats on the Board of Health. There were several excellent applicants to consider and the Board appreciates the opportunity to provide their recommendations to the Commissioners.

The Board of Health recommends the following:

- Dr. Foley would be appointed to the General Public Member slot previously held by Gena Futral for a term of January 1, 2020 to December 31, 2023.
- Ms. Gosia Tiger would be appointed, in lieu of an Optometrist previously held in 2016 by Dr. Frank Killian, as a General Public member allowed by NC General Statute 130A-35 (b). Ms. Tiger's term would be January 1, 2020 to December 31, 2023, unless a qualified Optometrist comes forward to serve on the Board of Health before the end of Ms. Tiger's term.

Please let me know if there are any questions. The original applications should be available through Mike Decker.

Thanks

Carmine

Mr. Carmine F. Rocco, MS

Interim Health Director

Macon County Public Health

1830 Lakeside Drive

Franklin, NC 28734

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Fax (828) 349-2501

emailto: crocco@maconnc.org

<http://www.maconnc.org/health-department.html>

Macon Local Priorities Video: <https://video214.com/play/H2hWvnBZt7B4uDLhPUxiYA/s/dark>



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