

Macon County



MACON COUNTY BOARD OF COMMISSIONERS OCTOBER 13, 2020 AGENDA

1. Call to order and welcome by Chairman Tate
2. Announcements – Recognition of Chester Jones for his 11 years of service as County Attorney
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – **6 p.m.** Proposed Amended and Restated Wireless Telecommunication Facilities Ordinance

NOTE: Immediately following the close of the public hearing, the board members may act on the amended and restated ordinance.

6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
 - (A) Update on new Southwestern Community College (SCC) burn building – Curtis Dowdle, Dean of Public Safety Training
 - (B) Tourism Development Commission (TDC) budget presentation – Linda Harbuck, Executive Director, Franklin Chamber of Commerce
10. Old Business
 - (A) Update on Macon Middle School renovation project
 - (1) Consideration of amended prequalification policy
 - (2) Consideration of prequalification form and rating matrix
11. New Business
 - (A) Proposed lease with Blue Ridge Broadcasting Corporation

- (B) Amendment to the agreement for the Guy Taylor Memorial Scholarship
- (C) Draft lease for use of the Smoky Mountain Center for the Performing Arts as an alternative jury trial site
- (D) Housing Department
 - (1) Resolution declaring certain property surplus
 - (2) Resolution making donation of a truck to Central Piedmont Community Action, Inc.
- (E) Free flu shots for uninsured individuals
- (F) Contract documents for Hospice House

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 July 14, 2020 regular meeting and the August 11, 2020 regular meeting
- (B) Budget Amendments #76-90
- (C) Tax Releases in the amount of \$2,135.55 for September 2020
- (D) Settlement report for 2019 taxes
- (E) Refund of taxes for Phil Scruggs
- (F) Monthly ad valorem tax collection report – no action necessary

13. Appointments

14. Closed session as allowed under NCGS 143-318.11(a)(3) for the purpose of preserving the attorney/client privilege.

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – PUBLIC HEARINGS

MEETING DATE: October 13, 2020

We have a public hearing on the agenda in connection with the proposed Amended and Restated Wireless Telecommunication Facilities Ordinance.

A copy of the notice of public hearing is attached, and the notice appeared twice in The Franklin Press, first on September 23rd and again on September 30th, and we have received the affidavit of publication.

A copy of the proposed ordinance is also attached in a “red letter/strike through” format.

Also attached are letters of support from the Macon County Economic Development Commission and the Macon County Board of Education, as well as photographs supplied by Joe Allen of the Planning, Permitting and Development Department.

Immediately following the close of the public hearing, the board may act on the proposed ordinance.

NOTICE OF PUBLIC HEARING

Please take notice that the Macon County Board of County Commissioners will conduct a public hearing on Tuesday, October 13, 2020, at 6:00 o'clock, p.m., in the Commissioners Board Room located on the third floor of the Macon County Courthouse, located at 5 West Main Street, Franklin, NC 28734, concerning the proposed Amended and Restated "Wireless Telecommunication Facilities Ordinance" of Macon County, North Carolina, which amends and restates the presently existing Wireless Telecommunication Facilities Ordinance of Macon County, North Carolina. Public comment upon the same shall be received at this public hearing. The public is invited to attend this public hearing.

This the 18th day of September, 2020

Macon County Board of
County Commissioners

**AN ORDINANCE OF THE MACON COUNTY BOARD OF COMMISSIONERS FOR
AN *AMENDED AND RESTATED* "WIRELESS TELECOMMUNICATION FACILITIES
ORDINANCE" OF MACON COUNTY, NORTH CAROLINA, WHICH ~~CHANGES THE
NAME OF,~~ AMENDS AND RESTATES THE EXISTING **WIRELESS
TELECOMMUNICATION FACILITIES TOWER** ORDINANCE OF MACON
COUNTY, NORTH CAROLINA, ~~PRESENTLY CODIFIED IN CHAPTER 154:
TELECOMMUNICATIONS TOWER ORDINANCE OF THE MACON COUNTY,
NORTH CAROLINA CODE OF ORDINANCES~~**

WHEREAS, the Macon County Board of Commissioners **did on September 13, 2016**, adopted the **Amended and Restated Wireless Telecommunications Facilities Tower Ordinance** of Macon County, North Carolina, **which changed the name of, amended and restated the then existing Wireless Telecommunication Tower of Macon County** ~~on or about May 5, 1998~~; and

~~**WHEREAS**, the Board of Commissioners did again amend the same on or about December 3, 2001;~~
and

WHEREAS, the Board of Commissioners wishes to ~~change the name of such ordinance~~, make certain specific amendments to the Ordinance, and restate such ordinance in its entirety as set forth hereinafter; and

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

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

The presently **existing Wireless Telecommunication Facilities Ordinance** ~~codified Chapter 154: Telecommunication Towers in the Code of Ordinances of the County of Macon, North Carolina~~, as heretofore amended, is now hereby ~~renamed~~; amended and restated in its entirety, as follows:

CHAPTER 154: Wireless Telecommunication Facilities Ordinance

§ 154.01 TITLE:

This chapter shall be known and may be cited as the *Wireless Telecommunication Facilities Ordinance of Macon County, North Carolina*, codified as Chapter 154 of The Macon County Code of Ordinances

Ordinance passed 5-5-1998

Ordinance revised 12-3-2001 and (09-13-2016)

§ 154.02 AUTHORITY AND JURISDICTION:

(A) This chapter is established by the Macon County Board of Commissioners pursuant to the authority conferred in G.S. § 153A-121(a) and the provisions of Part 3B of Article 18 of Chapter 153A of the North Carolina General Statutes. The Board of Commissioners hereby ordains and enacts into law the following articles and sections.

(B) The provisions of this chapter shall apply to all unincorporated areas of Macon County, but shall not be applicable to and shall not be enforced within the corporate limits or the extraterritorial jurisdiction of any municipality in the county. The following types of installations are excluded from the scope of this chapter:

- (1) Wireless Support Structures less than 50 feet in height.
- (2) Premise antennas less than one meter (39.4 inches) in height or diameter.
- (3) Premise antennas located totally within an enclosed building capable of structurally supporting the antenna.

§ 154.03 PURPOSE:

The purpose of this ordinance is to ensure the safe and efficient integration of facilities necessary for the provision of advanced mobile broadband and wireless services throughout the community and to ensure the availability of reliable wireless services. The intent of this chapter is to minimize the negative impact of wireless support structures and wireless facilities, establish a fair and efficient process for the review and approval of applications, assure an integrated, comprehensive review of environmental impacts of such facilities, and protect the health, safety and welfare of the citizens of Macon County. The placement of, construction, or modifications of wireless communication facilities shall be in conformity with the Federal Communications Act of, 47 U.S.C. §332 as amended, section 6409 of the federal Middle Class Tax relief and Job Creation Act of 2012, 47 U.S.C. §1455(a), and in accordance with the rules promulgated by the Federal Communications Commission.

§ 154.04 APPLICABILITY:

A wireless support structure as herein defined may be placed, erected and/or maintained in the jurisdiction of Macon County only in conformance with the standards, procedures and other requirements of this chapter.

§ 154.05 DEFINITIONS:

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALTERNATIVE STRUCTURE: A structure which is not primarily constructed for the purpose of holding antennas but on which one or more antennas may be mounted. Alternative structures, include, but are not limited to, buildings, silos, water tanks, pole signs, lighting standards, steeples, billboards and electric transmission towers.

ANTENNA: Communications equipment that transmits, receives, or transmits and receives electromagnetic radio signals used in the provisions of all types of wireless communication services.

ANTENNA, CONCEALED: An antenna that is designed and erected on or in a building in such a way that it blends in with the existing facade and/or is located such that it is not readily visible to an individual at adjacent road level.

APPLICATION: A formal request submitted to the County to construct or modify a wireless support structure or a wireless facility.

BASE STATION: A station at a specific site authorized to communicate with mobile stations, generally consisting of radio receivers, antennas, coaxial cables, power supplies and associated electronics.

BUILDING PERMIT: An official administrative authorization issued by the County prior to beginning construction consistent with the provisions of N.C. Gen. Stat. § 153A-357.

COLOCATION: The placement or installation of wireless facilities on existing structures, including electrical transmission towers, water towers, buildings, and other structures capable of structurally supporting the attachment of wireless facilities in compliance with applicable codes.

COMMERCIAL WIRELESS SERVICE PROVIDER: Persons who operate radio systems requiring an FCC license and who employ those facilities to provide fixed wireless (including microwave) or mobile wireless communication services to third parties for compensation. Commercial wireless service providers include, but are not limited to, cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging, and competitive local exchange carriers (CLEC) utilizing point-to-multipoint microwave.

CREST: The uppermost line of a mountain or a chain of mountains from which the land falls away on at least two sides to a lower elevation.

DISCERNIBLE: Capable of being distinguished with the eye or mind from its surroundings as a wireless support structure.

ELIGIBLE FACILITIES REQUEST: A request for modification of an existing wireless tower or base station that involves colocation of new transmission equipment or replacement of transmission equipment but does not include a substantial modification.

EQUIPMENT COMPOUND: An area surrounding or near the base of a wireless support structure within which a wireless facility is located.

EQUIPMENT ENCLOSURE: A building, cabinet or shelter used to house transmitters, receivers and other electronic equipment and accessories in an equipment compound.

FALL ZONE: The Area in which a wireless support structure may be expected to fall in the event of a structural failure, as measured by engineering standards.

GOVERNMENTAL USER: Federal, state or local governments, or agencies or instrumentalities thereof, volunteer fire departments or rescue squads which operate radio systems (including microwave) requiring an FCC license and which employ those facilities exclusively for intra-governmental or inter-governmental public service, public safety or administrative purposes.

ORDINANCE ADMINISTRATOR: The Macon County Planner or his designee as assigned by the Board of Commissioners to enforce this chapter.

PRIVATE BUSINESS USER: Persons who operate radio facilities (including microwave) requiring the FCC license solely for intra-company communications and who do not employ those facilities to offer fixed or mobile wireless communication services to third parties for compensation.

PROTECTED MOUNTAIN RIDGE: A ridge at or above 3,000 feet with an elevation of 500 feet or more above the elevation of an adjacent valley floor.

RIDGE: The elongated crest or series of crests at the apex or uppermost point of the intersection between two opposite slopes or sides of a mountain, including all land within 100 feet below the elevation of any portion of such line or surface along the crest.

SEARCH RING: The area in which a wireless support facility or wireless facility must be located in order to meet service objectives of the wireless service provider using the wireless facility or wireless support structure.

SUBSTANTIAL MODIFICATION: The mounting of a proposed wireless facility on a wireless support structure that substantially changes the physical dimensions of the support structure. A mounting is presumed to be a substantial modification if it meets any one or more of the criteria listed below: The burden is on the County to demonstrate that a mounting that does not meet the listed criteria constitutes a substantial change to the physical dimensions of the wireless support structure.

- 1) Increasing the existing vertical height of the structure by the greater of i) more than ten percent (10%) or ii) the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet.
- 2) Except where necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable, adding an appurtenance to the body of a wireless support structure that protrudes horizontally from the edge of the wireless support structure the greater of i) more than 20 feet or ii) more than the width of the wireless support structure at the level of the appurtenance.
- 3) Increasing the square footage of the existing equipment compound by more than 2,500 square feet.

TELECOMMUNICATIONS: Technology involving the transmission or reception of wireless signals

TOWER HEIGHT: The vertical distance measured from the ground to the uppermost point of the telecommunications tower and any antenna affixed thereto, but excluding any lightning protection rods extending above the tower and attached equipment.

TOWER SITE: The real property which an applicant is required to have ownership of, leasehold interest in, or easement over, pursuant to § 154.08(B) of this chapter.

UTILITY POLE: A structure that is designed for and used to carry lines, cables, or wires for telephone, cable television, or electricity, or to provide lighting.

VEGETATIVE CANOPY. Trees which create a roof-like layer of spreading branches.

WATER TOWER: A water storage tank, a standpipe, or an elevated tank situated on a support structure originally constructed for use as a reservoir or facility to store or deliver water.

WIRELESS FACILITY: The set of equipment and network components, exclusive of the underlying wireless support structure or tower, including antennas, transmitters, receivers, base stations power supplies, cabling, and associated equipment necessary to provide wireless data and wireless telecommunications services to a discrete geographic area.

WIRELESS SUPPORT STRUCTURE: A new or existing structure such as a monopole, lattice tower, or guyed tower that is designed to support or capable of supporting wireless facilities.

§ 154.06 BUILDING PERMIT REQUIRED:

It shall be unlawful for any person, corporation, partnership or other entity to erect within the jurisdiction of this Chapter any wireless support structure without first obtaining a Building Permit

for the same from the Macon County Building Inspections Office. However, prior to the issuance of any such Building Permit, the Ordinance Administrator shall receive the applications for the same, review the same, and provide approval of the application for such Building Permit if appropriate. Thereafter, such Building Permit is to be issued by the Macon County Building Inspections Office.

The owner of any wireless support structure to be replaced shall cause the same to be removed within 90 days of the issuance of a Certificate of Occupancy for the new wireless support structure which is to replace the older wireless support structure."

§ 154.07 APPLICATION SUBMISSION AND REVIEW PROCESS:

(A) *Application requirements.* Anyone desiring to construct a new wireless support structure or substantially modify a wireless support structure shall submit an application to the County for a building permit and shall pay a fee. Any charges or fees assessed by the County, which are hereby specifically authorized, on account of an outside consultant shall be fixed in advance and incorporated into a permit or application fee and shall be based on the reasonable costs to be incurred by the County in connection with the regulatory review authorized by N.C. Gen. Stat. § 153A-349.52. On request, the amount of the consultant charges incorporated into the permit or application fee shall be separately identified and disclosed to the applicant. The fee imposed by the County for review of the application may not be used for either of the following:

- Travel time or expenses, meals, or overnight accommodations incurred in review of an application by a consultant or other third party;
- Reimbursements for a consultant or other third party based upon contingent fee basis or a results-based arrangement.

The site development plan and preliminary design plan shall contain the following information and be part of the wireless support structure permit application:

(1) *Site Development Plan-* A site development plan shall be prepared by a North Carolina registered land surveyor, registered landscape architect or registered professional engineer, and shall contain the following:

- (a) The name of the wireless telecommunications facilities owner and/or property owner, tax parcel identification number, scale, north arrow, a copy of the site plan showing the proposed site, and latitude/longitude coordinates;
- (b) The name, address, signature and seal of the professional preparing the plan;
- (c) All identifiable structures located on the parcel, all private and public roads, highways and underground and overhead utilities;

- (d) Surveyed boundary lines of the parcel containing the proposed wireless support structure construction area and its fall area;
- (e) All existing towers on the property or any towers whose fall area encroaches onto the property;
- (f) Property owner's names, tax parcel numbers, and mailing addresses;
- (g) The ground elevation of the proposed wireless support structure's base, all proposed support structures, property corners and a permanent site bench mark.

(2) *Preliminary Wireless Support Structure Design Plan*- A preliminary wireless support structure design plan prepared by a North Carolina registered professional engineer containing the following:

- (a) The wireless support structure permit applicant's name and address, scale, north arrow, vicinity map and tax parcel identification number;
- (b) The name, address, signature and seal of the engineer preparing the preliminary wireless support structure design plan;
- (c) A plan showing the base of the wireless support structure and the foundations for all guy line anchors and support structures, all proposed buildings, and utility connections
- (d) A wireless support structure elevation drawing showing the proposed lighting, height of the wireless support structure and all proposed antennas;
- (e) The proposed wireless support structure design loads.
- (f) Wireless support structures shall be earth toned colors, or remain unpainted.
- (g) The proposed wireless support structure shall be designed and constructed to permit the capability for colocation of at least two other equal telecommunication uses, unless the wireless support structure is located on a protected ridge in which case one colocation provision is required.

(3) Nothing contained in this Section shall be construed to:

(a). Authorize the County to require information on or evaluate an applicant's business decisions about its designed service, customer demand for its service, or quality of its service to or from a particular area or site;

(b). Authorize the County to require information that concerns the specific need for the wireless support structure, including if the service to be provided from the wireless support structure is to add additional wireless coverage or additional wireless capacity; and

(c). Authorize the County to require proprietary, confidential, or other business information to justify the need for the new wireless support structure, including propagation maps and telecommunication traffic studies.

(4) *Proof of Regulatory Compliance-* Written statements from the Federal Aviation Administration (FAA) and the Federal Communications Commission (FCC) showing that the proposed wireless support structure complies with all building permit regulations administered by that agency, or evidence that the proposed wireless support structure is exempt from those regulations.

(5) *Colocation Alternatives-* Applicants for new wireless facilities shall evaluate the reasonable feasibility of collocating new antennas and equipment on an existing wireless support structure or structure within the applicant's search ring. Colocation on an existing wireless support structure is not reasonably feasible if colocation is technically or commercially impractical or the owner of the existing wireless support structure is unwilling to enter into a contract for such use at a fair market value. Applicants shall provide County with information to determine whether colocation on existing wireless support structures is reasonably feasible.

(6) The applicant must present to the Ordinance Administrator proof of fee simple ownership, a recorded leasehold interest or an easement from the record owner of all property within a radius of one time the height of the wireless support structure. The required area may include Department of Transportation right-of-way if the applicant provides written consent to that effect by the Division Engineer.

(7) Wireless support structure building permit approval is conditional upon the owner providing written authorization that the tower may be shared by other telecommunication facilities at customary and usual charges.

(8) The applicant shall provide a letter to the ordinance administrator (See 158.08(G)) providing public entities the use of a wireless support structure at fair market value on a non-interfering basis. If it is determined that the proposed wireless support structure is situated in a location that will benefit the telecommunication system of the county, a municipality within the county, a volunteer fire department serving the county, or other public entity, the wireless

support structure shall be engineered and constructed to accommodate the additional telecommunication equipment beneficial to the public system.

(9) The County shall issue a written decision approving or denying an application within a reasonable period of time consistent with the issuance of other land-use permits in the case of other applications, each as measured from the time the application is deemed complete.

§ 154.08 CRITERIA FOR ISSUING A BUILDING PERMIT FOR CONSTRUCTION OF A NEW WIRELESS SUPPORT STRUCTURE OR SUBSTANTIAL MODIFICATIONS TO AN EXISTING WIRELESS SUPPORT STRUCTURE:

Applications for construction of wireless support structures, increases in wireless support structure height, or substantial increases in height of alternative structures (as defined in this chapter), shall be submitted in writing to the Ordinance Administrator and shall contain all information required by this chapter as well as any additional information the Ordinance Administrator deems necessary and appropriate, including the following:

(A) No wireless support structure shall exceed 175 feet in height. No wireless support structure located on any protected mountain ridge shall have at its highest point an elevation greater than 40 feet higher than the vegetative canopy immediately surrounding the base of the wireless support structure. If no vegetative canopy exists at the protected ridge, then the maximum wireless support structure height allowed shall be 100 feet.

(B) A single sign listing the name of the wireless telecommunication service provider operating the site, the site name or number and an emergency telephone number shall be posted at or near the entrance to the site so as to be readily visible to persons outside the site's security fencing. Equipment hazard warning and informational signs are permitted. The posting of any other signs or advertising is prohibited at any wireless telecommunication facility or upon any wireless support structure.

(C) The application must be accompanied by the payment of a nonrefundable processing fee. The county may elect to retain outside consultants or professional services to review the application and make determinations and recommendations regarding the application. Private business users operating a single wireless telecommunication facility at their principal place of business and governmental users are exempt from the application fee.

(D) If construction is not started within 6 months from the date of issuance, the wireless support structure building permit shall expire.

(E) No antenna shall be constructed on a structure which a National Register or other locally designated historic landmark is located.

(F) Fall zones and setbacks: Wireless support structures shall conform to each of the following minimum setback requirements:

- (1) A fall zone on the parcel containing the tower site equal to the height of the wireless support structure shall be required. The fall zone shall have a minimum 25-foot setback from all property lines.

(G) The owner of the proposed wireless support structure shall record in the Macon County Register of Deeds office a letter of intent prior to the issuance of the building permit. The letter of intent must contain:

- (1) The conditions of approval from the Macon County Board of Commissioners.
- (2) Written authorization that the wireless support structure may be shared by other telecommunication facilities at customary and usual charges.
- (3) Written authorization must also be submitted allowing Macon County to locate public safety equipment for Emergency Management, Fire Departments and Macon County Sheriff's Department on the wireless support structure.
- (4) Written maintenance/removal agreement concerning the wireless support structure signed and notarized by Lessor and Lessee **if Applicant leases or plans to lease the property upon which the wireless support structure is to be located or a written maintenance/removal agreement concerning the wireless support structure if Owner/Applicant owns or will own the property upon which the wireless support structure is to be located.**
- (5) The letter of Intent must include language that binds subsequent owners of the wireless support structures to the original letter of intent filed in the Macon County Register of Deeds office.

§ 154.09 APPROVAL OF APPLICATION AND PUBLIC HEARING REQUIRED:

Applications for new wireless support structures or substantial modifications of wireless support structures shall be approved or denied by the Macon County Board of Commissioners and require a quasi-judicial public hearing to be held before the Macon County Board of Commissioners before any decision is made to approve or deny an application. If the Macon County Board of Commissioners approves the application for the permit, such approval and permit shall require the facilities to be constructed within at least 24 months.

(A) *Public Notice Required-* Notice of an application for a proposed wireless support structure shall comply with the provisions of G.S. §§ 153A-323 and 153A-343 as amended and, at a minimum, shall comply with the following:

(1) *Newspaper Notice*- The Ordinance Administrator shall cause a notice of any public hearing to be published as a legal advertisement in a newspaper of general circulation in Macon County once a week for two consecutive weeks, the first publication of which shall not appear less than ten days or more than 25 days prior to the date set for public hearing. The notice shall include the date, time, and place of the hearing as well as information about the wireless support structure including its type, height, location and any other information the Ordinance Administrator shall deems necessary or appropriate.

(2) *Notice to Adjacent or Abutting Property Owners*- The applicant shall mail notice to affected property owners in accordance with the following provisions, and shall provide the Ordinance Administrator with a signed certification of compliance listing the names, addresses, and means of notification before any public hearing shall be conducted:

(a) Adjacent or abutting property owners. Notice of any public hearing shall be sent by certified mail (return receipt requested) or by Priority Mail with Delivery Confirmation to the owners of all parcels of land adjacent to or abutting the site of the proposed wireless support structure at the last address listed for such owners in the county property tax records.

(b) Timeliness of notice. Any notices required under the above subsections shall be mailed at least 10 but not more than 25 days prior to the date of the public hearing.

(3) *Posted Notice*- A sign advertising the application for a proposed wireless support structure, and any scheduled public hearing, shall be posted by the Ordinance Administrator in a prominent location on or near the parcel containing the proposed wireless support structure, or on a nearby public road. Such signs shall be posted at least ten days prior to any public hearings.

(B) *Special Conditions*- During the public hearing, the Board of Commissioners shall have the authority to require special conditions in order to make the wireless support structure more compatible with surrounding properties, including one or more of the following but not limited to:

(1) The portion of the wireless support structure extending above the vegetative canopy shall be camouflaged to appear like the top of a coniferous tree with all antennas concealed within simulated foliage;

(2) Appropriate landscaping or other means shall be used to screen the facility as much as possible from neighboring properties;

(3) Eliminating the requirement of additional spaces for colocations in order to reduce the height of the wireless support structure. See 154.07(2) (g).

§ 154.10 EXCEPTIONS. ADMINISTRATIVE REVIEW AND APPROVAL OR DENIAL OF APPLICATIONS TO CONSTRUCT A NEW WIRELESS SUPPORT STRUCTURE OR TO SUBSTANTIALLY MODIFY A WIRELESS SUPPORT STRUCTURE WHEN SUCH WIRELESS SUPPORT STRUCTURE INCLUDING THE WIRELESS FACILITY AFFIXED THERETO WILL BE BETWEEN 50 FEET AND 125 FEET IN HEIGHT, NOT INCLUDING ANY LIGHTENING PROTECTION RODS EXTENDING ABOVE THE STRUCTURE AND ATTACHED EQUIPMENT, AND WHEN SUCH WIRELESS SUPPORT STRUCTURE AND WIRELESS FACILITY AFFIXED THERETO SHALL BE USED EXCLUSIVELY FOR PROVIDING BROADBAND SERVICES.

That notwithstanding any of the provisions of this Ordinance to the contrary, Applications to construct a new Wireless Support Structure or to substantially modify a Wireless Support Structure when such Wireless Support Structure including the wireless facility to be affixed thereto which will be between 50 feet and 125 feet in height, not including any lightning protection rods extending above the structure and attached equipment, and when such Wireless Support Structure and wireless facility affixed thereto shall be used exclusively for providing broadband services, shall be administratively approved or denied by the Ordinance Administrator in accordance with the provisions of this Section rather than approved or denied by the Macon County Board of Commissioners.

Such Applications shall comply with the provisions of §§ 154.07 and 154.08 of this Ordinance except that the following provisions thereof shall not have application to such applications:

- A. §154.07 (A)(2)(g);
- B. § 154.07 (A)(7);
- C. §154.07 (A)(8);
- D. § 154.08 (A);
- E. § 154.08 (G)(1);
- F. § 154.08 (G)(2); and
- G. § 154.08 (G)(3).

Such Applications shall comply with the following additional provisions:

- A. No such wireless support structure including the wireless facility to be affixed thereto shall exceed 125 in height, not including any lightning protection rods extending above the

structure and attached equipment and the such wireless support structure and the wireless facility to be affixed thereto shall be used exclusively for providing broadband services; and

- B. No such wireless support structure including the wireless facility to be affixed thereto located on any protected mountain ridge shall have at its highest point an elevation greater than 40 feet higher than the vegetative canopy immediately surrounding the base of the wireless support structure, not including any lightening protection rods extending above the structure and attached equipment. If no vegetative canopy exists at the protected ridge, then the maximum height of wireless support structure including the wireless facility to be affixed thereto shall be 100 feet, not including any lightening protection rods extending above the structure and attached equipment.

Such applications shall not be subject to the provisions of § 154.09 and § 154.14 of this Ordinance.

In the event that the such an application is denied by Ordinance Administrator, then and in that event the Applicant shall have the right to appeal the decision of Ordinance Administrator to the Macon County Planning Board by giving notice of appeal within thirty (30) days of its receipt of the notice of denial by the Ordinance Administrator.

Notice of Appeal to the Macon County Planning Board shall state the grounds for the appeal with specificity, and shall be submitted to the Clerk to the Macon County Board of Commissioners on behalf of the Macon County Planning Board.

The Chairman of the Macon County Planning Board shall set a reasonable time and date and time for hearing the appeal within 30 days of the receipt of the Notice of Appeal, and provide notice thereof to the Applicant and Ordinance Administrator of the date and time set for hearing of the appeal. The Macon County Planning Board shall hear the appeal and give written notice of its decision.

In the event that Applicant is dissatisfied with the decision of the Macon County Planning Board, the Applicant may appeal the same to the General Court of Justice for the State of North Carolina, Superior Court Division, in Macon County, North Carolina, within 30 days of its receipt of the decision of the Macon County Planning Board.

§ 154.101 COLOCATION AND ELIGIBLE FACILITIES REQUESTS OF WIRELESS SUPPORT STRUCTURES:

- (A) There shall be an application submitted to County for colocations and eligible facilities requests in connection with wireless support structures. In the case of an application for a colocation or eligible facilities request in connection with wireless support structures, the Ordinance Administrator shall review the preliminary application and determine whether

the applicant meets the criteria for a colocation or eligible facilities request. The Ordinance Administrator may require additional information from the applicant, in order to make the determination. If the Ordinance Administrator determines that the application is complete, and that the applicant meets the criteria for a colocation or eligible facilities request he shall approve the special use permit, and no hearing shall be required.

- (B)** The Ordinance Administrator shall issue a written decision approving or denying a colocation or eligible facilities request application within 45 days of such application being deemed complete.
- (C)** A nonrefundable application fee shall be required for review of colocations and eligible facilities requests. Private business users operating a single wireless telecommunication facility at their principal place of business and governmental users are exempt from the application fee.

The county may impose a fee not to exceed \$1,000.00 for technical consultation and the review of a colocation or eligible facilities request application. The fee must be based on the actual, direct and reasonable administrative costs incurred for the review, processing, and approval of a colocation application. County may engage a third-party consultant for the technical consultation and review of a colocation or eligible facilities request application.

- (D)** Pursuant to section 640 of the federal Middle Class Tax Relief and Job Creation Act of 2012, 47 U.S.C. § 1455(a), County may not deny and shall approve any eligible facilities request as provided in N.C. Gen. Stat. § 153A-349.53.
- (E)** Nothing in this Ordinance requires an application and approval for routine maintenance or limits the performance of routine maintenance on wireless support structures and facilities, including in-kind replacement of wireless facilities. Routine maintenance includes activities associated with regular and general upkeep of transmission equipment, including the replacement of existing wireless facilities with facilities of the same size.
- (F)** A colocation or eligible facilities request application is deemed complete unless County provides notice that the application is incomplete in writing to the Applicant within 45 days of submission or within some other mutually agreeable time frame. The notice shall identify the deficiencies in the application which, if cured, would make the application complete. County may deem an application incomplete if there is insufficient evidence provided to show that the proposed colocation or eligible facilities request will comply with federal, State, and local safety requirements. County may not deem an application incomplete for any issue not directly related to the actual content of the application and subject matter of the colocation or eligible facilities request. An application is deemed complete upon resubmission if the additional materials cure the deficiencies indicated.

§ 154.1+2 OTHER PROVISIONS:

(A) *Temporary Facilities-* Temporary wireless telecommunication facilities shall be allowed as follows:

- (1) In the event of a natural disaster, catastrophic event or public emergency that either renders an existing wireless telecommunication facility unusable, or creates an urgent need for supplemental capacity to manage the emergency, temporary facilities may be placed.

(B) *Nonconforming Uses-* Any wireless telecommunication facility in existence on the date of enactment of this chapter which does not comply in all respects with the provisions of this chapter shall be deemed a nonconforming use. Such pre-existing facilities may not be increased in height without complying with the provisions of this chapter.

(C) *Wireless Support Structure and Wireless Facility Lighting:*

- (1) No wireless support structure or wireless facility shall be of a type or height, or placed in a location, that the Federal Aviation Administration would require the wireless support structure or wireless facility to be lighted or painted.

- (2) A wireless support structure and/or a wireless facility may utilize a security light controlled by a motion-detection sensor at or near the entrance to the facility.

(D) *Macon County Airport Restrictions-* No new wireless support structure or wireless facility shall interfere with or protrude into the glide path of any runway in any direction of the Macon County Airport.

(E) *Removal of Wireless Support Structure and/or the Wireless Facility affixed thereto-* In the event that a wireless support structure authorized hereunder and/or the wireless facility affixed thereto falls into nonuse for a period of twelve consecutive months or more, then the following rules shall apply:

- (1) The Owner of such wireless support structure shall immediately remove the same and the wireless facility affixed thereto from the lands upon which it is constructed and appropriately store or dispose of the same;

- (2) In the event that the Owner of such wireless support structure shall fail to immediately remove the same from the lands upon which it is constructed along with the wireless facility

affixed thereto , then and in that event, Macon County shall provide Owner with a demand in writing to remove the same within 30 days of the date of receipt of such written demand;

(3) In the event that the Owner of the wireless support structure shall thereafter fail to remove the same from the lands upon which it is constructed along with the wireless facility attached thereto, then and in that event, Macon County shall have the right to file legal action to pursue injunctive relief to compel the Owner of the wireless support structure to remove the same and the wireless facility affixed thereto;

(4) In the event that Macon County successfully maintains an action for injunctive relief to compel an Owner to remove a wireless support structure and any wireless facility affixed thereto as provided herein, Macon County may apply to the Court for and receive an award of reasonable attorneys fees from the Court against the Owner for the reasonable attorneys fees it in fact incurs to pursue such injunctive relief.

§ 154.123 CONTINUED COMPLIANCE REQUIRED:

All building permits for the erection of a wireless support structure are issued in reliance upon a presumption that the wireless support structure will in fact conform to the plans which are submitted as the basis for the building permit, and once erected the wireless support structure must continue to be at all times maintained in compliance with the provisions of this chapter..

§ 154.134 APPEALS:

The imposition of any conditions precedent to the issuance of a wireless support structure permit, may be appealed to the Superior Court of Macon County within 30 days from the date of the decision.

§ 154.145 PENALTY:

A violation of this chapter shall be a misdemeanor subject to the penalties and enforcement provisions of G.S. § 153A-123, specifically including injunctions and abatement orders as provided by said statute.

Upon motion made by Commissioner _____, seconded by Commissioner _____, this Ordinance was passed, adopted and ordained by the unanimous vote of the Macon County Board of County Commissioners on this the 13th day of September _____, 2016**2020**, at the Regular Meeting of the Macon County Board of County Commissioners.

~~Kevin Corbin~~ **James Tate**, Chairman

Attest:

Clerk to the Board of Macon County Commissioners
(County Seal)



August 3, 2020

Macon County Planning Board
1834 Lakeside Drive
Franklin, North Carolina 28734

Dear Chairman Setser and Members of the Macon County Planning Board,

The Macon County Economic Development Commission unanimously supports proposed changes to the county Wireless Telecommunications Facilities Ordinance that would effectively fast track the application process for wireless broadband providers constructing towers 50-125 feet in height.

Administrative review and approval by planning staff, with a strict uniform set of application requirements, would establish a set of processes to foster greater efficiency and predictability for applicants, residents and staff, as well as elected and appointed officials.

Jackson and Watauga counties have similar ordinances in place that have proven successful in incentivizing wireless deployment. With another round of GREAT funding available to Tier 2 counties early next year, these ordinance changes would be of great benefit to those providers seeking grant funds and an even greater benefit to the citizens of Macon County. The current COVID-19 crisis has exposed the critical need for expanding broadband service. The proposed changes would help expedite that expansion.

Thank you for your consideration and for your service to the citizens of Macon County.

With Best Regards,

A handwritten signature in black ink, appearing to read "Johnny Mira-Knippel", is written over the typed name.

Johnny Mira-Knippel
Chair
Macon County Economic Development Commission

Macon County Board of Education

July 20, 2020

Dear Chairman Breedlove:

The Macon County Planning Board is considering changes to the county's Wireless Telecommunication Facilities Ordinance that would effectively fast track the application process for wireless broadband providers constructing towers 50—125 feet in height.

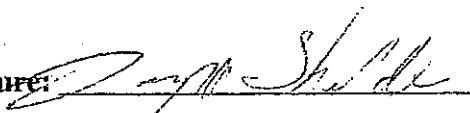
There are currently several WISPs (wireless internet service providers) developing a plans to build or expand networks in Macon County. The ordinance changes would shorten the application process from sometimes as long as 3-4 months to as short as 2 weeks. This would be accomplished by administrative review and approval by staff, as opposed to the need for county commissioner approval. Applicants would be subject to a strict uniform set of application requirements. Attached to this request please find proposed application requirements being discussed by the MCPB.

Jackson and Watauga counties currently have similar ordinances in place that have proven successful in incentivizing wireless deployment. With another round of GREAT Grant funding available to Tier 2 counties early next year, these ordinance changes would be of great benefit to those WISPs seeking grant funds and an even greater benefit to the citizens of Macon County. The current COVID-19 crisis has exposed the critical need for expanding broadband service. The proposed changes would help expedite that expansion.

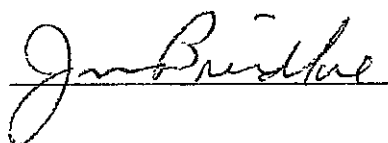
I am asking for approval from the Macon County Board of Education to submit this letter to the Macon County Planning Board in supporting and recognizing the importance of boardband expansion and voicing your support of changes to the WTFO to expedite wireless broadband accessibility throughout the county.

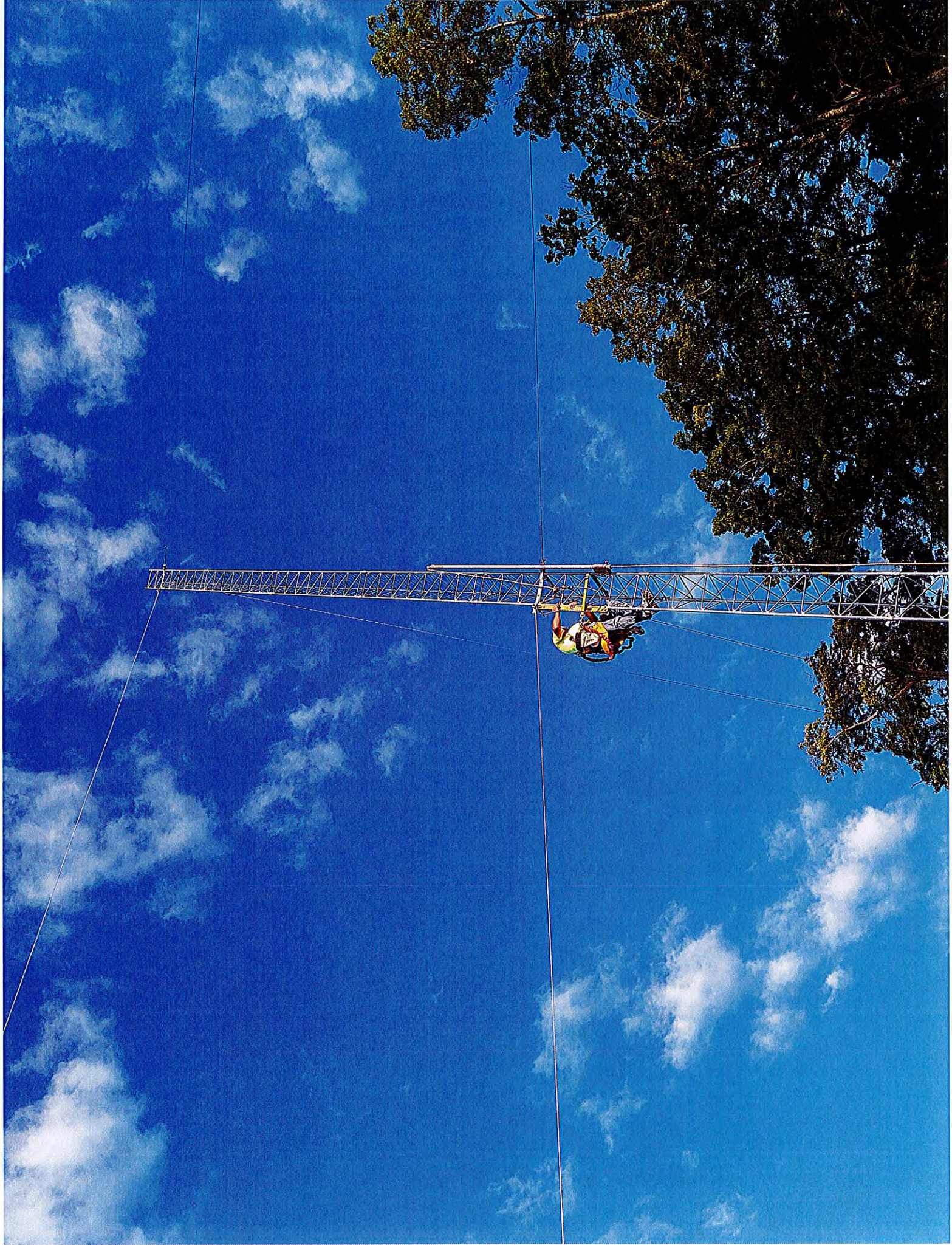
Respectfully,

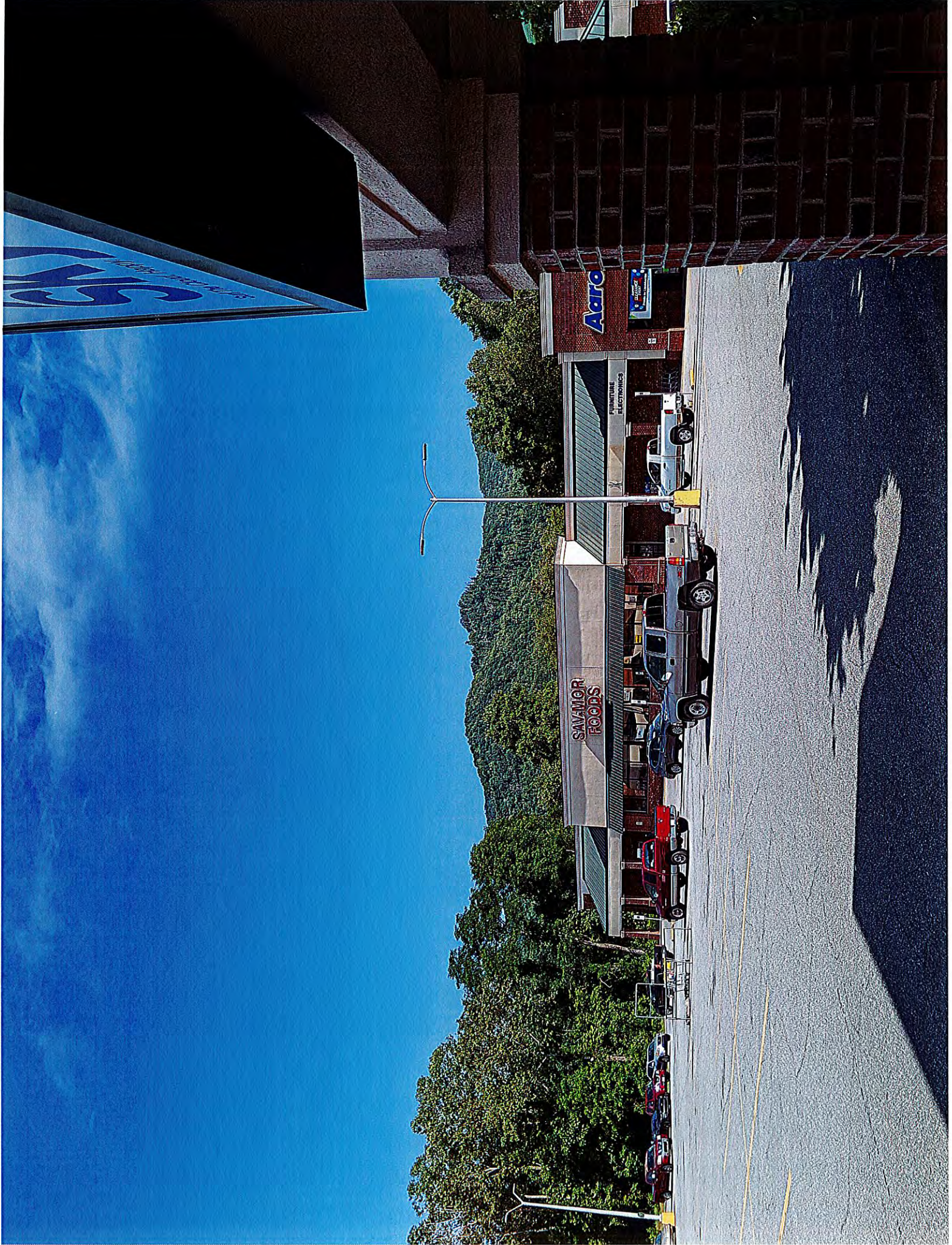
Gary M. Shields
Macon County Broadband Chairman

Signature:  Date: 7-20-2020

Jim Breedlove,
Chairman of the Macon County Board of Education

Signature:  Date: 7-20-2020





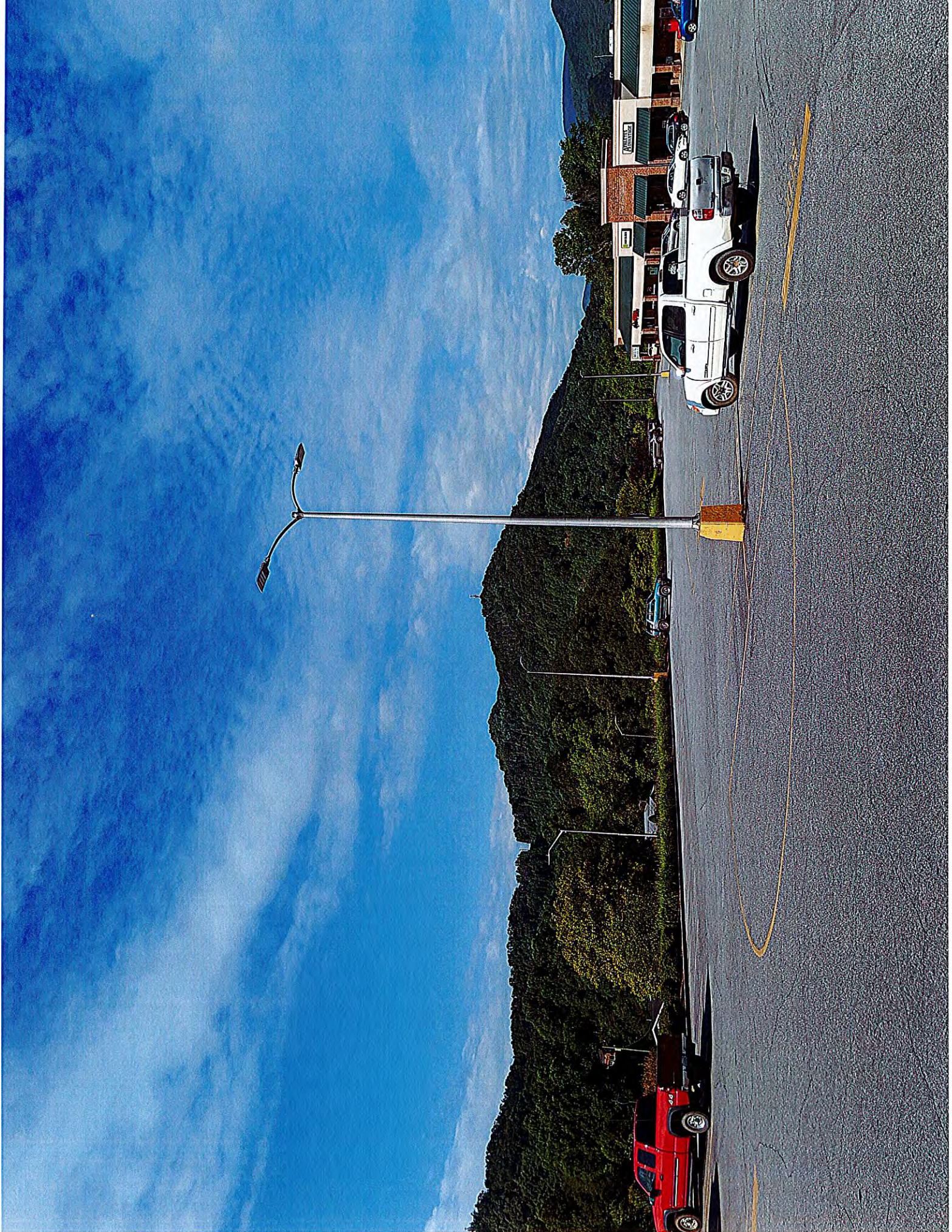
SAVAMOR
FOODS

FURNITURE
ELECTRONICS

AARO

WIRELESS





MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – REPORTS/PRESENTATIONS

MEETING DATE: OCTOBER 13, 2020

9A. At the request of Commissioner Shields, Curtis Dowdle, the Dean of Public Safety Training at Southwestern Community College (SCC), will be at the meeting to give the board an update on the college's new burn building.

9B. Linda Harbuck, the Executive Director of the Franklin Area Chamber of Commerce, will present the proposed budget for the Franklin/Nantahala Tourism Development Commission (TDC) for Fiscal Year 2020-21. For your information and review, please see the attached documents provided by Mrs. Harbuck.

Linda Harbuck

From: Linda Harbuck <lindah@franklin-chamber.com>
Sent: Monday, August 03, 2020 2:51 PM
To: Connie Gruberman (oakhillcountryinn@frontier.com); 'Kristine Flaig'; 'linda@rosecreekmine.com'; 'Summer Woodard'
Subject: 2020/2021 Proposed TDC Budget adjustments
Attachments: Minutes Tourism CommitteeJuly2020.doc; 2020-2021 TDC Adjusted Budget Proposal.xls
Importance: High


Good afternoon Connie, Kristine, Linda and Summer:

Attached are the minutes from the July 30 joint meeting of the Chamber Tourism Committee and the County Tourism Development Commission. The minutes will explain why I am reaching out to all of you. I need a response and vote "yes" or "no" for the attached Proposed 2020/2021 fiscal year TDC budget. Five votes are required for a majority vote and only four Commission members were present at the joint meeting.

I appreciate your attention to this request as soon as possible so we can move forward with getting the budget presented to the Commissioners. If you have any questions, please do not hesitate to contact me.

Kind regards,

Linda H.


Linda Harbuck, Executive Director
Franklin Area Chamber of Commerce
98 Hyatt Road
Franklin, North Carolina 28734
(828)524-3161
lindah@franklin-chamber.com

Franklin Area Chamber of Commerce
Joint Chamber Tourism Committee & County Tourism Commission

Agenda –

July 30, 2020 – 3:30 p.m.

Franklin Chamber Meeting Room, 98 Hyatt Road

Committee Members Present:

John Norris
Tim Crabtree

Gary Shields
Judy Chapman

Candy Presley
Patrick Graham

Absent Members:

Scotty Corbin
Connie Grubermann

Kristine Flaig

Commission Members Present: Judy Chapman, Patrick Graham, Katie LaFlamm, Gary Shields.

Absent Members: Connie Grubermann, Kristine Flaig, Linda Sterrett, Summer Woodard.

Call to order & Opening Prayer: Meeting called to order at 3:35 p.m., opening prayer by G. Shields.

Welcome & Introductions: No visitors

New Business:

(A) 2020/2021 Fiscal Year Budget Adjustment Discussion (Committee & Commission): Secretary Harbuck reported that she has reviewed the 2020/2021 fiscal year budget and is proposing some changes to be considered by both the Chamber Tourism Committee and the Macon County Tourism Development Commission. Before submitting changes to the Macon County Commissioners, the Macon County TDC must approve those changes and present the adjusted budget to County Manager Derek Roland.

The proposed budget was given to those present with explanation for each proposed change (budget attached). After lengthy discussion, motion made by T. Crabtree to accept proposed budget, motion seconded by P. Graham. Motion carried.

Since there was not a quorum of the Macon County TDC present (5 members needed for a quorum, only 4 were present), no action could be taken by that group during this meeting. Linda will send a copy of the proposed TDC budget to the four members of the Macon County TDC who were not in attendance and ask for their vote.

Old Business:

(A) Report from joint meeting with Franklin TDA (TDC members present: Connie G.; Candy P.; John N.; Judy C.; Gary S.; Kristine F.; Tim C.). Those present at the joint meeting brought the committee up to date on that meeting. It was reported that a sub-committee was created with two members from each group being represented along with respective marketing representatives Eric Haggart (Chamber Tourism Committee marketing) and Beth Peyseur & D'Anne Maddox (Franklin TDA marketing). The sub-committee held a virtual zoom meeting to discuss partnership opportunities, no definite decisions were reached. They will be having another virtual meeting on August 12 following the regular meetings of both groups for further discussion. The Tourism Committee ask Eric H. to

prepare a proposal for the next sub-committee meeting for partnering on Travel Shows in both Atlanta, GA and Tampa, FL in 2021 and possibly increasing print ad in 2021 Visit NC Travel Guide.

(B) Advertising Updates & Proposals – Eric presented a detailed written report showing advertising and promotions through July, 2020 (attached). The committee complimented Eric for doing a great job with promotion during this difficult and unpredictable pandemic.

Housekeeping:

1. Minutes June 2020 – P. Graham made motion to approve June minutes as presented. Motion seconded by J. Norris. Motion carried

2. Financial Report (June 2020) – J. Norris made motion to accept the June 2020 financial report as presented. Motion seconded by T. Crabtree. Motion carried.

3. Occupancy Tax Collections – Report through May 2020 showing collections down by 11% from the same period in 2019.

Items from the Floor - None

Adjourn – 5:10 p.m.

Linda Harbuck

From: Linda Sterrett <linda@rosecreekmine.com>
Sent: Monday, August 03, 2020 3:07 PM
To: 'Linda Harbuck'
Subject: RE: 2020/2021 Proposed TDC Budget adjustments

I vote yes to the proposed budget

Linda & Tom Sterrett
Rose Creek Mine
www.rosecreekmine.com
Good Clean Dirty Fun

From: Linda Harbuck <lindah@franklin-chamber.com>
Sent: Monday, August 3, 2020 2:51 PM
To: Connie Gruberman <oakhillcountryinn@frontier.com>; 'Kristine Flaig' <kristine@nantahalaproperties.com>; linda@rosecreekmine.com; 'Summer Woodard' <swoodard@franklinnc.com>
Subject: 2020/2021 Proposed TDC Budget adjustments
Importance: High

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I appreciate your attention to this request as soon as possible so we can move forward with getting the budget presented to the Commissioners. If you have any questions, please do not hesitate to contact me.

Kind regards,

Linda H.



Linda Harbuck, Executive Director
Franklin Area Chamber of Commerce
98 Hyatt Road
Franklin, North Carolina 28734
(828)524-3161
lindah@franklin-chamber.com



Virus-free. www.avg.com

Linda Harbuck

From: Summer Woodard <swoodard@franklinnc.com>
Sent: Tuesday, August 04, 2020 10:35 AM
To: 'Linda Harbuck'; 'Connie Gruberman'; 'Kristine Flaig'; linda@rosecreekmine.com
Subject: RE: 2020/2021 Proposed TDC Budget adjustments

I vote yes.

Thanks,
Summer

From: Linda Harbuck [mailto:lindah@franklin-chamber.com]
Sent: Monday, August 03, 2020 2:51 PM
To: Connie Gruberman <oakhillcountryinn@frontier.com>; 'Kristine Flaig' <kristine@nantahalaproperties.com>; linda@rosecreekmine.com; 'Summer Woodard' <swoodard@franklinnc.com>
Subject: 2020/2021 Proposed TDC Budget adjustments
Importance: High

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Kind regards,

Linda H.



Linda Harbuck, Executive Director
Franklin Area Chamber of Commerce
98 Hyatt Road
Franklin, North Carolina 28734
(828)524-3161
lindah@franklin-chamber.com



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Linda Harbuck

From: oakhillcountryinn@frontier.com
Sent: Tuesday, August 04, 2020 10:56 AM
To: 'Linda Harbuck'
Subject: RE: 2020/2021 Proposed TDC Budget adjustments

I vote "Yes"

Connie L. Grubermann
1689 Old Murphy Road
Franklin, NC 28734
(828) 349-9194

From: Linda Harbuck <lindah@franklin-chamber.com>
Sent: Monday, August 3, 2020 2:51 PM
To: Connie Gruberman <oakhillcountryinn@frontier.com>; 'Kristine Flaig' <kristine@nantahalaproperties.com>; linda@rosecreekmine.com; 'Summer Woodard' <swoodard@franklinnc.com>
Subject: 2020/2021 Proposed TDC Budget adjustments
Importance: High

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Kind regards,

Linda H.


Linda Harbuck, Executive Director
Franklin Area Chamber of Commerce
98 Hyatt Road
Franklin, North Carolina 28734
(828)524-3161
lindah@franklin-chamber.com



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September 9, 2020

Mr. Derek Roland
Macon County Manager
5 West Main Street
Franklin, NC 28734

Dear Mr. Roland:

Enclosed is an adjusted 2020/21 Tourism Development Commission Budget along with the minutes and documentation from the TDC showing their approval of the proposed adjustments. Due to the Covid 19 Pandemic and the financial impact being uncertain, I felt it necessary to propose some budget adjustments for fiscal year 2020/21. The Annual Budget is used as the "road map" for the annual marketing program carried out by the Franklin Area Chamber of Commerce Tourism Committee.

Please let me know if you have questions or concerns.

Thank you, it is always a pleasure to work with you, the commissioners and Lori Hall Carpenter.

Best regards,

Linda Harbuck, Executive Director
Franklin Area Chamber of Commerce
98 Hyatt Road
Franklin, NC 28734
(828)524-3161
lindah@franklin-chamber.com

Linda Harbuck

From: Linda Harbuck <lindah@franklin-chamber.com>
Sent: Tuesday, August 04, 2020 2:32 PM
To: Connie Gruberman (oakhillcountryinn@frontier.com); 'Gary Shields'; 'Judy Chapman'; Katie LaFlamm; 'Kristine Flaig'; linda@rosecreekmine.com; Patrick Graham; 'Summer Woodard'
Subject: 7 'yes' votes for Proposed 2020/21 TDC Adjusted Budget
Importance: High

Good afternoon all,

Including the four TDC Commission members (G. Shields, J. Chapman, P. Graham and K. LaFlamm) who attended the joint meeting on Thursday, July 30 and three of the remaining four members that have returned their "yes" vote (C. Grubermann, S. Woodard and L. Sterrett) we have enough votes to pass the proposed 2020/21 Adjusted TDC Budget.

I will be sending the 2020/21 Adjusted TDC Budget to County Manager, Derek Roland so he can present it to the County Commissioners for their approval.

Thank each of you for your approval and support.

Stay well.....

Sincerely,
Linda H.


Linda Harbuck, Executive Director
Franklin Area Chamber of Commerce
98 Hyatt Road
Franklin, North Carolina 28734
(828)524-3161
lindah@franklin-chamber.com

Franklin/Nantahala Tourism Development Commission
 2020/21 Adjusted Occupancy Tax Budget
 July 1, 2020 - June 30, 2021

	Franklin 2020/2021	Nantahala 2020/2021	TOTAL TDC 2020-2021 Budget
Beginning Cash			
Beginning Balance	\$ 113,676.15	\$ 60,000.00	\$ 173,676.15
INCOME			
Lodging Tax Proceeds	\$ 150,000.00	\$ 60,000.00	\$ 210,000.00
Interest	\$ -		
Total Income	\$ 150,000.00	\$ 60,000.00	\$ 210,000.00
Total Income & Beginning Bal.	\$ 263,676.15	\$ 120,000.00	\$ 383,676.15
EXPENSES			
Advertising/Marketing**	\$ 70,000.00	\$ 50,000.00	\$ 120,000.00
Postage	\$ 6,000.00	\$ 4,000.00	\$ 10,000.00
Promotional Materials	\$ 15,000.00	\$ 5,000.00	\$ 20,000.00
Promo Travel	\$ 7,500.00	\$ 2,500.00	\$ 10,000.00
Annual Fireworks	\$ -	\$ 5,500.00	\$ 5,500.00
Annual Audit	\$ 4,000.00	\$ 2,000.00	\$ 6,000.00
Projects/Special Events Support**	\$ 40,000.00	\$ 4,000.00	\$ 44,000.00
Signage/Billboards	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00
Contractual Services*	\$ 65,596.50	\$ 10,000.00	\$ 75,596.50
Total Expense	\$ 213,096.50	\$ 93,000.00	\$ 306,096.50
Ending Balance	\$ 50,579.65	\$ 27,000.00	\$ 77,579.65
Ending Cash			
Indicates adjustments			
*See sheet 2			
**See sheet 3			

<u>Contracted Service</u>	<u>Chamber Provides</u>	<u>Total Chamber Cost</u>	<u>TDC Assessment</u>	<u>TDC % of Realistic Cost</u>
Provide space and staffing for a Visitor Information/Welcome Center	1 seasonal employee, 70% of main floor of building for visitor center, offices & storage. 2 public restrooms. Parking lot.	\$67,500.00	\$28,500.00	35%
Provide maintenance and supplies for the Visitor/Welcome Center, including parking, public restrooms and grounds.	Maintenance and supplies for the Visitor Center, public restrooms, grounds & parking lot. Provide all cleaning supplies, paper towels, toilet paper and soap.	\$5,000.00	\$1,225	25%
Provide liability insurance and utilities for Visitor/Welcome Center operations	Liability, Property & Workman's Compensation Insurance provided. Water/Sewer and Electric.	\$12,700.00	\$4,445	35%
Provide staff for answering phones, preparing and mailing tourist information, doing bookkeeping & reports, maintaining database of photos for use in advertising and promotion, preparing ads, promotional materials and press releases, coordinating printing and production of brochures, guides, maps, etc. Researching advertising opportunities.	In addition to the seasonal staff member who mans the Visitor Center, there are 3 full time staff members who share these duties and responsibilities.	\$118,606.00	\$29,652	25%
Payroll Expenses & Insurance	3 full time and 1 part time staff. Only full time staff have insurance	\$32,500.00	\$8,125	25%
Maintain a website providing tourism information.	Maintain and update www.visitfranklinnc.com website. Update data included on the VisitNC.com website	\$2,000.00	None	0%
Maintain contacts and work cooperatively with local and regional organizations to promote tourism.	Work cooperatively with Smoky Mountain Host, attend regional tourism meetings, work with surrounding TDC's & Chambers. Have representatives on local boards and committees.	\$1,200	None	0%

<p>Produce and promote events to attract tourists to Macon County.</p>	<p>All events are listed on the Franklin Area Website as well as the VisitNC.com website. Maintain an up to date listing of events that can be mailed and given out at Visitor Center. Include annual events in the annual Visitor/Relocation Guide. Sponsor and produce major annual events for the Franklin Area.</p>	<p>\$60799 (does not include salary)</p>	<p>None</p>	<p>0%</p>
<p>Provide telecommunications service and equipment.</p>	<p>We have 4 roll over phone lines. We now have wi-fi in our new location which is available to the public.</p>	<p>\$6,500.00</p>	<p>\$650.00</p>	<p>10%</p>
<p>Provide office equipment and materials.</p>	<p>We lease one high production black and white copier and one color copier. We lease a postage meter and scales. We have three computers and printers. We have the following software: Quickbooks, Microsoft Office, Photoshop, In Design, Dreamweaver, and Constant Contact. We provide maintenance and repair for all equipment. We supply ink, toner, paper, envelopes, and general office supplies.</p>	<p>\$12,000.00</p>	<p>\$3,000</p>	<p>25%</p>
		<p>\$258,006.00</p>	<p>\$75,596.50</p>	

<u>Advertising/Marketing</u>	<u>Franklin</u>	<u>Nantahala</u>
Advertising/Marketing services	\$ 11,000.00	\$ 7,000.00
Annual NC Travel Guide	\$ 5,000.00	\$ 5,000.00
Franklin/Nantahala Visitor Relocation Guide	\$ 10,000.00	\$ 4,000.00
Travel South	\$ 5,870.00	\$ 5,000.00
South Shore Media (Southern Travel)	\$ 2,060.00	\$ 1,500.00
Our State	\$ 4,000.00	\$ 4,000.00
Blue Ridge Motorcycle	\$ 1,800.00	\$ 1,800.00
Smoky Mountain Living	\$ 3,075.00	\$ 3,075.00
Blue Ridge Parkway Publications	\$ 6,635.00	\$ 6,635.00
Social Media/Internet	\$ 5,000.00	\$ 5,000.00
Undesignated	\$ 15,560.00	\$ 6,990.00
TOTAL	\$ 70,000.00	\$ 50,000.00

<u>Special Projects/Events Support</u>		
Smoky Mtn. Center Performing Arts	\$ 12,000.00	\$ 3,000.00
Naturalist 25/50 K Race	\$ 2,000.00	
Annual FFA Rodeo	\$ 1,250.00	
AT Shuttle Support(Macon Transit)	\$ 6,000.00	
Annual Ruby Drop/New Year's Eve Celebration	\$ 2,100.00	
Undesignated	\$ 16,650.00	\$ 1,000.00
	\$ 40,000.00	\$ 4,000.00

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – OLD BUSINESS

MEETING DATE: October 13, 2020

10A. Mr. Roland will provide an update on the Macon Middle School renovation project, and in connection with that, the board will be asked to (1) consider an amended Prequalification Policy, a copy of which is attached, concerning potential bidders and (2) a pre-qualification form and rating matrix, which will be forwarded via a separate email or presented at the meeting.

Prequalification Policy Macon County, North Carolina

In accordance with North Carolina General Statute 143-135.8, Macon County has established this Prequalification Policy to be used for certain construction projects for which Macon County intends to prequalify bidders. The Contractor Prequalification Policy establishes a process of evaluating and determining whether potential bidders have the skill, judgment, integrity, sufficient financial resources, and ability necessary to faithfully perform a contract for construction or repair. This pertains only to projects for which Macon County intends to prequalify bidders. The policy is intended to be general in nature and therefore, any prequalification process initiated by Macon County will require the preparation of a separate project specific Contractor Prequalification Form.

On projects requiring prequalification, only bids from prequalified bidders will be accepted. Bids from non-prequalified firms will be deemed non-responsive and will not be opened.

Contractor Prequalification Form

For each project in which the County intends to prequalify bidders, a project specific Contractor Prequalification Form will be adopted by the Macon County Board of Commissioners for each project and will be available to all interested firms. The form will include specific requirements for the project and shall meet all the following criteria:

1. Must be uniform, consistent, and transparent in its application to all bidders.
2. Must allow all bidders who meet the prequalification criteria to be prequalified to bid on the construction or repair work project.
3. Clearly state the prequalification criteria, which must comply with all of the following:
 - a. Be rationally related to the construction or repair work.
 - b. Not require that the bidder has previously been awarded a construction or repair project by Macon County.
 - c. Permit bidders to submit history or experience with projects of similar size, scope, and complexity.
4. Clearly state the assessment process of the criteria to be used.
5. Provide a process for a denied bidder to protest the County's determination.
6. Outline a process for notifying a denied prequalified bidder.

Contractor Prequalification Evaluation Process

Macon County shall appoint a specific Prequalification Review Committee for each construction project and each repair project for which Macon County intends to prequalify bidders. Each such Committee shall review and evaluate all prequalification applications for each specific construction project and/or repair project. The Committee will evaluate each application using the criteria established in the Project Specific Contractor Prequalification Form together with the information provided by the applicant in the same and the accompanying scoring matrix to determine whether the applicant is prequalified to bid on the specific construction project and/or repair project.

All firms that submit prequalification applications will be notified in writing of the Committee's

decision.

Appeals Procedure

Any firm(s) that is denied prequalification to bid may appeal the decision as outlined below:

1. A firm which is denied prequalification may protest the committee's decision by filing a written appeal to the County Manager, unless otherwise designated, within three (3) business days of receiving the notice that the firm has been denied prequalification. Specific notification details will be included in the project specific Contractor Prequalification Form.
2. The appeal shall clearly state the reasons why the firm is contesting the denial and include all documents supporting the firm's position.
3. The Prequalification Review Committee will review the written appeal and notify the firm within five (5) business days of their decision.
4. All appeal review decisions by the Prequalification Review Committee are final.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: October 13, 2020

11A. Mr. Roland is seeking the board's approval of a sublease agreement for use of space on the Cowee Bald communications tower as well as use of the associated transmitter building by Blue Ridge Broadcasting Corporation. The county's current sublease agreement is with Sutton Broadcasting Corporation. That firm is selling FM Translator Station W267AD (FCC Facility Identification Number 30422) to Blue Ridge Broadcasting, and the close of that deal is imminent. A copy of the current agreement is attached for your information and review, and Mr. Jones is preparing a revised one in regard to the changes outlined above. Mr. Roland and/or Mr. Jones can provide additional details at the meeting.

11B. Please see the attached resolution regarding "Amendment 1 to the Guy Taylor Memorial Scholarship," and the accompanying documentation. In a nutshell, the Macon County Youth Endowment and the Guy Taylor Memorial Scholarship are being combined, and going forward, the endowment shall be used equally to provide scholarships to graduating seniors of Franklin High School, Highlands School and Nantahala School. Mr. Roland can provide additional details at the meeting.

11C. Please see the attached partially-executed lease agreement between Drake Entertainment Properties, LLC and Macon County, which will allow the county use of the Smoky Mountain Center for the Performing Arts as a court facility for jury trials at a cost of \$300 per day. Mr. Jones can provide additional details at the meeting.

11D. Please see the attached resolutions regarding a surplus truck at the Macon County Housing Department. Per Finance Director Lori Carpenter, the department is asking the board to (1) declare as surplus a 2008 Ford Ranger truck, and in turn (2) donate that truck to Central Piedmont

Community Action, Inc. A copy of the public notice made in connection with this matter is attached for your reference, and the county has received an affidavit of publication whereby the notice was printed in The Franklin Press on September 30th. For your information, the Housing Department will be receiving a four-wheel-drive Nissan Frontier truck from Blue Ridge Community Action.

11E. Please see the attached memorandum from Macon County Public Health Director Kathy McGaha regarding her recommendation to appropriate funding for her proposal to provide free flu shots for any person living or working in Macon County who is uninsured. Mr. Roland can explain further if needed.

11F. Please see the attached set of contract documents between the North Carolina Department of Commerce and the county regarding a Rural Economic Development Grant Agreement for the Hospice House project on Maple Street in Franklin. Mr. Roland and/or Mr. Jones can provide additional detail as needed.

WMIT 106.9
Proposed Blue Ridge Broadcasting Corporation Lease
for W267AD-101.3 250 months

STATE OF NORTH CAROLINA
COUNTY OF MACON

**USE OF SPACE ON COMMUNICATIONS TOWER AND USE OF ASSOCIATED
TRANSMITTER BUILDING SUBLEASE AGREEMENT**

This Use of Space on Communications Tower and Use of Associated Transmitter Building Sublease Agreement is made and entered into this the ___ day of _____, 2020, by and between Macon County, North Carolina, a North Carolina County and Body Politic (hereinafter referred to as the "Sublessor"), and Blue Ridge Broadcasting Corporation, a North Carolina Non-Profit Corporation (hereinafter referred to as the "Sublessee").

THAT WHEREAS, Sublessee presently or will soon hold the Federal Communication Commission (FCC) license for FM Translator Station W267AD (FCC Facility Identification Number 30442) assigned to the community of Cherokee, North Carolina, (hereinafter referred to as the "Station"); and

WHEREAS, Sublessor presently has a Lease with the United States of America, acting through the Forest Service, Department of Agriculture, for the Cowee Bald Communications site as shown therein, a copy of said Lease is attached hereto and incorporated herein by reference as if more fully set forth herein; and

WHEREAS, Sublessee desires to obtain from Sublessor, a use of space on communications tower and use of associated transmitter building sublease agreement from the Sublessor which will permit the location of the antenna and the use of the associated transmitter building for the Station at Cowee Bald Communications site as referenced in the Lease above referenced; and

WHEREAS, Sublessor is willing to enter this Use of Space on Communications Tower and Use of Associated Transmitter Building Sublease Agreement with Sublessee, subject to the terms and conditions set forth hereinbelow.

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

1. SUBLEASEHOLD INTEREST. Sublessor sublets to Sublessee, and the Sublessee subleases from Sublessor the following:
 - A. Those sections of the Tower (which Tower is colored in yellow on the Cowee Bald Communication Site Plan attached to the Lease Agreement referenced above) which

are not being used by either Macon County or Jackson County and which are necessary for operation by Lessee's Station and such related equipment as is required for the efficient and effective operation of the Station, and which are specifically approved of by Sublessor and, to the extent necessary, which are specifically approved of in writing by the United State of America, acting through the Forest Service, Department of Agriculture. Such rights of use by Sublessee shall be non-exclusive and shall in no way interfere with the broadcast signals or other rights of existing users of the Cowee Bald Communications Site;

- B. The non-exclusive right-of-way space on said Tower and non-exclusive right-of-way space to and from the Transmitter Building (which Building is numbered "1" and is colored in orange on the Cowee Bald Communication Site Plan attached to the Lease Agreement referenced above) for the connection, and passage by cables, wires and transmission lines and any transmission equipment required for the operation of the Station. Such rights of use by Sublessee shall be non-exclusive and shall in no way interfere with the broadcast signal or rights of existing users of the Cowee Bald Communications Site;
- C. The non-exclusive access to said Tower and said Transmitter Building for the purpose of operating broadcast equipment owned or operated by Lessee located there. Such rights of use by Sublessee shall be non-exclusive and shall in no way interfere with the broadcast signal or other rights of existing users of the Cowee Bald Communications Site;
- D. Sublessor and Sublease recognize and agree that the Cowee Bald Communication Site is primarily an emergency communication site and as such, Sublessor specifically reserves the right to cancel this Use of Space on Communications Tower and Use of Associated Transmitter Building Sublease Agreement, without liability, should it hereafter determine within its discretion the need to do so in order to maintain and use the Cowee Bald Communication Site as an emergency communications site. Sublessee acknowledges that Sublessor is constructing another communications tower adjacent to the one subject to this Sublease, and it further acknowledges and agrees that none of its uses hereunder shall in any way interfere with any of Sublessor's uses of such new adjacent tower. Sublessor reserves the right to immediately terminate this Sublease without liability if Sublessee's use hereunder in any way interferes with Sublessor's use of the new tower adjacent to this one. Furthermore, Sublessor reserves the right to cancel this Use of Space on Communications Tower and Use of Associated Transmitter Building Sublease Agreement without liability should it determine within its discretion that the use made or to be made by Sublessee interferes or will interfere with the rights of existing users of the Cowee Bald Communications Site;
- E. If Sublessee does cause inference with the broadcast signal of existing users of the

Cowee Bald Communications Site, then Sublessor Lessee shall have the right to immediately terminate this Use of Space on Communications Tower and Use of Associated Transmitter Building Sublease Agreement;

- F. Sublessee shall operate its Station in full compliance with all FCC Rules and Regulations;
2. TERM OF SUBLEASE. Upon all the terms and conditions of this Sublease, Sublessee shall have and hold the non-exclusive rights provided for herein for the period extending from the date hereof to and including midnight, on December 31, 2021, unless this Sublease is sooner terminated as specifically hereinafter provided. Prior to the end of the Term of this Sublease, Sublessee shall cause all of its fixtures and property to be removed from the subleased premises at its sole expense and shall cause any and all repairs that are necessary to restore the subleased premises to the conditions which existed immediately preceding the beginning of this sublease, reasonable wear and tear excepted;
 3. RENT. Sublessee shall pay the Sublessor rent in the amount of five hundred dollars (\$500.00) upon entry of this Sublease and the sum of \$250.00 per month on the first date of each month, beginning _____, and thereafter during the term of this lease. The parties hereto do understand and agree that the United States Forest Service reserves the right to change what it charges unto Macon County in connection with its Lease with the United States of America as above-referenced. As a consequence, the parties hereto agree that the monthly rent of \$250.00 per month provided for herein may be and shall be adjusted upward during the term hereof in the event that the United States Forest Service or other agent of the United States of America assesses a fee to Macon County for the use by Sublessee hereunder which exceeds the sum of \$3,000.00 per year. In this event, the monthly rental to be paid by Sublessee hereunder shall be increased by 1/12 of the amount that the annual sum assessed to Macon County for the use of the Sublessee hereunder which exceeds \$3,000.00 per year.
 4. ASSIGNMENT. The Sublessee shall have no right to assign this Sublease and its rights under the Sublease to any affiliate or subsidiary of the Sublessee or subsequent owner of Lessee's Station, without the consent of Sublessor and the United States of America, acting through the Forest Service, Department of Agriculture;
 5. REPAIRS AND MAINTENANCE. Sublessee shall be responsible for all maintenance and repair of the Tower and the Tower supporting structures and the Transmitter Building to be used hereunder by the Sublessee;
 6. PAYMENT OF TAXES. Sublessee shall be responsible for the payment of any personal property taxes imposed against the fixtures or equipment on the subleased premises which are owned by Sublessee;

7. UTILITIES. Sublessor shall pay when due all electric and other utility charges made against the subleased premises during the term of this sublease;
8. INSURANCE. Sublessor shall maintain adequate insurance coverage against fire, storm or other casualty loss or damage to Sublessor's property, as well as liability insurance against personal injury or property damage. Such insurance shall specifically provide for coverage for the repair and replacement of all structures, machinery and equipment owned by Sublessor located on or adjacent to, the Tower.

Sublessee shall maintain adequate insurance coverage against fire, storm or other casualty loss or damage to Sublessee's property, as well as general liability insurance against personal injury of not less than One Million Dollars (\$1,000,000.00). Evidence of said insurance shall be provided to Sublessor upon request of Sublessor. Failure to maintain said general liability policy by Sublessee shall result in the immediate termination of this Lease;

9. DAMAGE TO OR DESTRUCTION OF THE TOWER. If the Tower subject to this Sublease or any part thereof, or any equipment thereon shall be wholly or materially damaged or destroyed, at the sole option of the Sublessor, the Sublessor may repair, restore and/or replace the same, at the expense of Sublessor, to the condition which existed immediately prior to the occurrence of such casualty.

However, in the event the damage to the Tower subject to this Sublease or any part thereof, or any equipment thereon, cannot be repaired within sixty (60) days (as reasonably estimated by Sublessor as soon as practicable after the occurrence of such damage) Sublessor may terminate this Lease as of the date of such damage;

10. EMINENT DOMAIN. If the Tower subject to this Sublease and/or the Transmitter Building Parcel subleased hereunder shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Sublease shall be terminated as of the date of such taking and Sublessee shall thereupon be released from any further liability hereunder. The date of such taking shall be the date on which legal title shall vest in the condemning authority;
11. ACCESS TO LEASED PREMISES. It is mutually understood and agreed between the parties that Macon County, Jackson County and Sublessee may maintain broadcast apparatus on the Tower subject to this Sublease. Sublessor, Sublessee and all others having the right to use such Tower shall have the right to non-exclusive access to such Tower for the purpose of operating, maintaining, inspecting and repairing such broadcast apparatus;
12. USE OF TOWER. Sublessee shall not take any action which will cause or permit electrical interference to the broadcast signal of any existing electronic communications apparatus on the Tower subject to this Sublease or otherwise interfere with the broadcast signal or rights of any of the existing users of the Cowee Bald Communications Site. Sublessee shall be liable to Sublessor and shall indemnify Sublessor for any loss or damage to Sublessor's equipment, or for destructive electrical interference to the communications signals of

Sublessor, consequential or otherwise, occasioned by, growing out of, or arising from any act or failure to act by Sublessee, its agents or employees, including such acts or failures to act which Lessee shall suffer to exist or continue to exist on the real property of Sublessor or such Tower.

Any breach by Sublessee of Sublessor's right of use of the Tower as defined herein, shall confer upon the Sublessor the right to immediately terminate this Sublease without liability. Such rights shall be in addition to, and exclusive of such other rights contained in this Sublease or such rights at law or equity which Sublessor may possess.

13. INDEMNIFICATION OF PARTIES. Sublessor shall have no liability for any loss or damage due to personal injury, property damage, libel or slander, or electrical interference, caused by Sublessee its agents, or employees, and Sublessee will indemnify and save Sublessor harmless from any loss, damage or liability, consequential or otherwise occasioned by, growing out of, or arising, or resulting in connection with, Sublessee or any act or failure to act by Sublessee, its agents, or employees. Sublessee shall have no liability for any loss or damage due to personal injury, property damage, libel or slander, or electrical interference caused by Sublessor;
14. AUTHORIZATION. Sublessor and Sublessee respectively represent and warrant to the other that all necessary approvals and/or corporate action has been duly taken to authorize the execution and delivery of this Sublease and the performance or observance of the provisions of this Sublease. Additionally, Sublessor represents and warrants to the Sublessee that the necessary consent and/or approval of this Sublease have been obtained from the United States of America, acting through the Forest Service, Department of Agriculture, owner of the real property in which such tower and transmitter building parcel are situate. Absence of the landowner's consent and/or approval at anytime during the Term shall grant the Sublessor and the Sublessee the right to immediately terminate the Lease without further liability;
15. NO WAIVER. Failure or delay on the part of either Sublessor or Sublessee to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof;
16. NOTICE. Any and all notices, demands or other communications required by this Lease or by law, or desired to be given hereunder, by any party shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail, certified, postage prepaid, return receipt requested. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given as of the date shown on the return receipt if the same is deposited in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth:

If to Lessor:

Macon County

Attention: County Manager

5 West Main Street Franklin, North Carolina 28734

If to Lessee:
Justin T. Arnot, General Counsel
Billy Graham Evangelistic Association
1 Billy Graham Parkway
Charlotte, NC 28201

Any party hereto may change its address for the purpose of receiving notice, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto;

17. AGENTS AND PARTIES. From time to time Lessor or Lessee by notice as aforesaid may appoint one or more agents to act for them;
18. ATTACHMENTS, SCHEDULES AND EXHIBITS. All Exhibits, Appendices and Schedules attached to this Lease shall be deemed part of this Lease and incorporated herein, where applicable, as if fully set forth herein.
19. THAT THE LEASE BETWEEN THE UNITED STATES OF AMERICA, ACTING THROUGH THE FOREST SERVICE, DEPARTMENT OF AGRICULTURE, AND MACON COUNTY, AND THE TERMS AND CONDITIONS THEREOF, A COPY OF SAID LEASE BEING ATTACHED HERETO ARE INCORPORATED HEREIN BY REFERENCE AS IF MORE FULLY SET FORTH HEREIN. **TO THE EXTENT THAT ANY OF THE FOREGOING TERMS AND CONDITIONS OF THIS USE OF SPACE ON COMMUNICATIONS TOWER AND USE OF ASSOCIATED TRANSMITTER BUILDING SUBLEASE AGREEMENT CONFLICT WITH OR ARE INCONSISTENT WITH SAID LEASE AGREEMENT, THEN THE TERMS OF SAID LEASE AGREEMENT SHALL PREVAIL, IT BEING THE SPECIFIC INTENT OF BOTH PARTIES HERETO NOT TO SUBLEASE INCONSISTENTLY WITH SAID LEASE.**

20. ADDITIONAL RESPONSIBILITIES OF THE SUBLESSEE.

- A. All development, operation and maintenance by Sublessee of the authorized facility, improvements, and equipment located on the property shall be in accordance with stipulations in the communications site plan approved by the Authorized Officer of the United States Forest Service. If required by Authorized Officer of the United States Forest Service, all plans for development, layout, construction, or alteration of improvements on the property, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the Authorized Officer of the United States Forest Service before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer of the United States Forest Service and appended to the communications site plan;
- B. The Sublessee will comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this Sublease. The obligations of the Sublessee under this lease are not contingent upon any duty of the Authorized Officer of the United States Forest Service, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Sublessee waives all defenses of laches or estoppel against the United States. The Sublessee shall at all times keep the title of the United States to the property free and clear of all liens and encumbrances;
- C. Use of communications equipment is contingent upon the possession of a valid Federal Communication Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the Sublessee for each transmitter being operated. The Sublessee shall provide the Authorized Officer of the United States Forest Service, and the Sublessor, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease;
- D. The Sublessee shall ensure that equipment within its facility operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer of the United States Forest Service or authorized official of the Federal Communication Commission (FCC) determines that the Sublessee's use interferes with existing equipment, the Sublessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer of the United States Forest Service or FCC official;
- F. When requested by the Authorized Officer of the United States Forest Service, the Sublessee will furnish technical information concerning the equipment located on the property;

21. OTHER PROVISIONS.

The provisions of Paragraph "V. OTHER PROVISIONS" as contained in the Lease between Macon County and the United States of America, acting through the Forest Service, Department of Agriculture, a copy of which is attached hereto and incorporated herein by reference, shall apply to the Sublessee named herein and Sublessee shall at all times be bound by, subject to and comply with the same.

22. LIABILITIES.

- A. The Sublessee assumes all risk of loss to the authorized improvements by Sublessee;
- B. The Sublessee shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any facility, improvement, or equipment on the property made by Lessee or its agents hereunder;
- C. The Lessee shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Sublessee's use or occupancy of the property. The Sublessee's indemnification of the United States shall include any loss of personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this Sublease. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this lease, regardless of cause;
- D. The United States Forest Service has no duty, either before or during this Sublease term, to inspect the property or to warn of hazards and, if the United States Forest Service inspects the property, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause;
- E. The Sublessee has an affirmative duty to protect from damage the land, property, and interests of the United States;
- F. In the event of any breach of the sublease by the Sublessee, the Authorized Officer of the United States Forest Service may, on reasonable notice cure the breach for the account at the expense of the Sublessee. If the United States Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense,

including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional rental hereunder and shall be due from the Sublessee to the United States Forest Service on the first day of the month following such election;

23. COUNTERPARTS. This Sublease may be signed by any number of counterparts with the same effect as if the signature of each such counterpart were upon the same instrument.
24. HEADINGS. The headings of the paragraphs of this Sublease are inserted as a matter of convenience and for reference purposes only and in no way define, limit or describe the scope of this Sublease or the intent of any paragraph hereof.
25. ENTIRE AGREEMENT. This Sublease is the only Agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof.
26. MODIFICATION OR AMENDMENT. No amendment, change or modification of this Sublease shall be effective unless in writing stating that it amends this document and signed by each of the parties hereto.
27. GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the day and year first above written.

SUBLESSOR: Macon County

By: _____

SUBLESSEE: Blue Ridge Broadcasting Corporation

By: _____

RESOLUTION

of the

Macon County Board of Commissioners

REGARDING

Amendment 1 to the Guy Taylor Memorial Scholarship, a component fund of the
North Carolina Community Foundation

BE IT RESOLVED that the **Macon County Board of Commissioners** (the "Board"), on behalf of Macon County, North Carolina, does hereby request and authorize the execution of the attached Amendment 1 to the **Guy Taylor Memorial Scholarship Fund** ("Fund"), an endowment and component fund of the North Carolina Community Foundation, Inc. ("NCCF") established on the September 13, 1999, by this government body. The Amendment is needed to change the fund to a Designated Endowment of the NCCF in order to comply with the new fund balance requirements of NCCF. Hereafter, the distributions will be designated to Highlands School, Franklin High School and Nantahala School. The scholarship committees at those schools will select and award the scholarships.

BE IT FURTHER RESOLVED that the Macon County Board of Commissioners hereby authorizes its own officers and directors to execute and deliver to NCCF any instruments or documents necessary or useful for the authorization, use and maintenance of this Designated Endowment.

ADOPTED on _____, 2020, by such organization's governing body at a meeting duly called and held, at which a quorum was present and acting throughout.

Signed this _____ day of _____, 2020.

(Corporate Seal if applicable)

Secretary



Amendment 1 to the Agreement for the Guy Taylor Memorial Scholarship

This First Amendment (“Amendment”) to the Agreement Creating a Scholarship Endowment for Macon County High School graduates (the “Endowment”) dated the 13th day of September, 1999 and named the “Guy Taylor Memorial Scholarship,” is made this ____ day of October, 2020, by the North Carolina Community Foundation, Inc., a North Carolina nonprofit corporation (“Foundation”) and Macon County, a political subdivision of the state of North Carolina (“Donor”). All capitalized terms not otherwise defined in this Amendment shall have the same meaning as in the Endowment. All persons and organizations making contributions to the Endowment shall be bound by the terms contained herein.

Pursuant to Section (7) of the Endowment entitled “Entire Agreement; Changes,” the Foundation and the Donor hereby agree to replace by Amendment Sections (4) and (5) of the Endowment for the purpose of changing this Endowment from a scholarship endowment where a Pension Protection Act compliant selection committee must be appointed annually by the Foundation to a Designated Scholarship of the Foundation where the Designated beneficiaries receive an annual distribution from the endowment for the purpose of selecting the scholarship recipients. Accordingly, the phrase “Scholarship Endowment” in all locations in the body of the Endowment agreement shall be amended to read “Designated Scholarship Endowment.”

Section (4) of the Endowment entitled “Purposes” shall be deleted in its entirety and replaced with the following:

(4) Purposes. The Designated Scholarship Endowment shall be devoted equally (33.3%) to the support of Franklin High School, Highlands School, and Nantahala School and its use shall be restricted as follows: to providing scholarships to graduating seniors of Franklin High School, Highlands School, and Nantahala School pursuing an undergraduate degree at any accredited college or university. Funds from the scholarship endowment may be used for any costs related to education, including tuition, room and board. Any recipient of a scholarship from this Endowment shall be advised that such benefit is from the Guy Taylor Memorial Scholarship. Should the time come when this charitable use, in the judgment of the Foundation's Board of Directors, has become unnecessary, undesirable, impracticable, incapable of fulfillment, or inconsistent with the charitable needs of the community served by the Foundation, the Designated Scholarship Endowment shall be redirected to the most similar cause as can be determined by the Foundation's Board of Directors.

Section (5) of the Endowment entitled "Distributions" shall be deleted in its entirety and replaced with the following:

(5) Distributions. As provided by the Foundation's current policies and procedures, a distribution is made annually. Generally, the principal is not distributed, thus building a permanent and growing support for this charitable cause. However, the Foundation may distribute all or any part of the Designated Scholarship Endowment, including principal and income, at any time for any authorized purpose, in the Foundation's discretion.

IN WITNESS WHEREOF, Donor and the North Carolina Community Foundation, Inc. have caused this Amendment to be duly executed, sealed and delivered, as of the day and year first written above.

(SEAL)

MACON COUNTY

ATTEST:

By: _____

James P. Tate, Chair
Board of Commissioners

By: _____

Title: _____

Printed name: _____

**NORTH CAROLINA COMMUNITY
FOUNDATION, INC.**

ATTEST:

Assistant Secretary
Cherry Ballard

Jennifer Tolle Whiteside, President

APPROVED AS TO FORM:

Mary E. Morgan, J.D.
Philanthropy Counsel

County: Macon



Grant Recommendations and Consent to Close Fund Donor Advised

Mail To: North Carolina Community Foundation 3737
Glenwood Avenue, Suite 460 Raleigh, NC 27612

Or via email: grants@nccommunityfoundation.org **Or fax:** (919) 827-0749

Fund Name: Macon County Youth Endowment **Fund Number:** 712

I certify that this recommendation does not represent payment of a legally binding pledge or other personal financial obligation on behalf of the fund representative(s), family members, or businesses they control, and that no tangible benefit, goods, or services (including dinners, tickets, etc.) were or will be received by any individual or entities connected with the Fund.

My signature below certifies that I had read, understand, and agree to the above terms. Once these distributions have been made, I consent to the closing of this fund. (It can take up to 60 days to process final grant check(s) for a fund that is closing)

	Seth Adams	10.06.2020
Signature of Fund Contact	Name of Fund Contact	Date
Phone: <u>828-349-2020</u>	Email: <u>sadams@maconnc.org</u>	

I. Recipient Organization: Guy Taylor Memorial Scholarship

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Contact Person: _____ **Title:** _____ **Phone #:** _____

Grant Amount: \$ 17,693.05 **Contact E-Mail:** _____

Grant Purpose (if not general operating support): _____

Send Check to Organization

This Grant is ANONYMOUS

Office Use Only: Grantee Profile #: _____ Verified: _____ Grant #: _____ Authorization: _____ Date: _____

****Please initial and date once completed task****

Assistant to President: _____ **Ops Support Specialist:** _____

Date Completed: _____ **Date Completed:** _____

Controller: _____ **Database Admin/Gift Specialist:** _____

Date Completed: _____ **Date Completed:** _____

Grant Amount: \$ _____

Fund Region: _____ **County Staff:** _____ **Code:** _____ **I. Date Mailed:** _____ **II. Date Mailed:** _____

NORTH CAROLINA
MACON COUNTY

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 October 2020.

Macon County Finance Officer

LEASE AGREEMENT

THIS LEASE, made this 5th day of October, 2020 by and between DRAKE ENTERTAINMENT PROPERTIES, LLC, a North Carolina LLC (hereinafter called "Lessor"), and MACON COUNTY, a North Carolina County and body politic; (hereinafter called "Lessee").

WITNESSETH:

The Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by the Lessee, have leased and rented, and by the presence do hereby lease and rent unto the said Lessee, upon the terms and conditions which hereinafter appear, the following property:

A portion of the building located at 1028 Georgia Road, Franklin, NC (identified as PIN 6584824240), as identified on Exhibit A, attached to and made a part of this Lease and use of the parking lot adjacent thereto (the "Premises").

1. **Use of Premises.** The parties hereto understand and agree that Macon County is obligated by North Carolina Law to provide court facilities for use by The General Court of Justice for the State of North Carolina in Macon County. The parties hereto further understand and agree that due to the COVID-19 pandemic related regulations, directives and orders, the Macon County Courthouse cannot presently be used for jury trials and related activities. The parties hereto further understand and agree that the Premises will be used by the General Court of Justice for the State of North Carolina for Macon County Jury Trials including but not limited to jury qualification, jury selection, jury trials and security in connection with the same to be provided by the Macon County Sheriff and/or his Deputies.
2. **Condition of Premises and Quiet Enjoyment.** Lessor leases to the Premises to Lessee in AS-IS, WHERE-IS condition; Lessor does not make and has not made any, and expressly disclaims all representations and warranties of any kind related to the Premises, and the condition of the Premises. Lessee acknowledges and agrees that it has had the opportunity to inspect the Premises, and it is relying solely on its own inspection, and not any representation or warranty by Lessor. By executing this Lease, Lessee accepts the Premises in its AS-IS condition. Lessor covenants and agrees that so long as Lessee shall timely pay all rents, observe and perform all covenants, promises and agreements on Lessee's part to be kept, Lessee shall have, hold and occupy the Premises free of any interference from Lessor.

3. **Lease Term.** The term of this Lease is for a term beginning on October 14, 2020, and ending on May 1, 2021, with the understanding that Lessee's leasehold interest hereunder shall only apply during the business weekdays and business hours consisting of Monday – Friday between the hours of 7:00 a.m. and 7:00 p.m., and only on those days, when the Lessor is notified that the Premises are needed by and in fact used by the Lessee and/or the General Court of Justice for the State of North Carolina, for the purposes stated in this Lease. Notwithstanding the provisions of Paragraph #15 of this Lease to the contrary, the notice specified under this Paragraph #3 may be given by email to Lessor at the following email address: scotty@greatmountainmusic.com and Jennifer.Dills@DrakeSoftware.com. That notwithstanding anything to the contrary herein, Lessor may end the term of this Lease without legal consequence upon 45 days written notice to Lessee.
4. **Lease Renewal Option.** The Lease can be renewed or extended upon mutual discussion and agreement between the parties.
5. **Rent.** The rent shall be \$300.00 per day for each day, or portion thereof, the Premises are actually used by the Lessee and/or The General Court of Justice for the State of North Carolina, for the purposes stated in this Lease. That notwithstanding any terms to the contrary, the parties hereto understand that the total amount of rent paid by Lessor during the term of this Lease shall not exceed the sum of \$6,000.00. In the event that Lessee becomes obligated for and has paid this total sum before the term of this Lease ends by the terms specified in Paragraph #3 above, then this Lease will end at that time. The parties hereto are then free to enter into a new lease agreement.
6. **Real Estate Taxes.** Lessor shall pay real estate taxes on the leased premises provided.
7. **Insurance.** From and after the Effective Date and continuing throughout the Term of this Lease, Lessee shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage:
 - a. Special form insurance including without limitation, insurance against loss or damage caused by vandalism and malicious mischief, or theft; all in an amount which reasonably assures there will be sufficient proceeds to replace the loss in the event of a loss against which such insurance is issued.
 - b. Commercial general liability and property damage insurance providing coverage against liability for personal and bodily injury, death and property damage having limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence with a general aggregate of not less than THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00), and with an umbrella liability policy in the amount of TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00). Lessor shall be named as an additional insured on the liability policies Lessee obtains to the full extent of Lessee's coverage, but in no event less than the amounts required by this Lease.

- c. Lessee shall deliver to Lessor copies of insurance certificates evidencing all insurance required by this section simultaneously with execution of this Lease.
 - d. Lessee agrees to pay Lessor the difference in Lessor's insurance premiums should Lessor's insurance premiums increase due to the business activities and Use of Premises of Lessee.
8. **Permitted Alterations.** Lessor understands that certain alterations must be made by Lessee in order to conduct business pursuant to the Use of Premises, including the positioning of metal detectors and other alterations that serve to secure the premises. Lessee agrees and covenants that trade fixtures are permitted only if the following criteria is met:
- a. Trade fixtures must be paid for by the Lessee;
 - b. Trade fixtures must not become an integral part of the structure (that would be expensive to remove);
 - c. Removing trade fixtures must not cause undue damage to the property; and
 - d. Trade fixtures must be able to be removable in short notice so that Lessor can utilize the space during certain times.

Except for installation of trade fixtures to equip the Premises for the use contemplated by this Lease, Lessee shall not make any alterations or renovations to the Premises without Lessor's prior written consent. Upon expiration or termination of this Lease, Lessee shall remove all trade fixtures, and repair any damage caused by the removal of the same, at Lessee's sole cost and expense. If Lessee fails to repair the damage, Lessor may (but shall not be obligated to) repair the damage at Lessee's cost, and charge the cost of the same to Lessee, which Lessee shall be obligated to pay upon demand.

9. **Maintenance.** Lessor shall maintain at its own cost, repairs of the building and lawn and landscaping maintenance and appropriate cleaning of the Premises and trash removal from the Premises.
10. **Utility Bills.** Lessor shall pay all water, gas, electricity, fuel, light, heat, power, and sanitary sewer bills for the Premises during the term of this Lease.
11. **Repair and Maintenance.** Lessor shall be responsible for ordinary repair and maintenance of the Premises, except to the extent that any damage necessitating such repair or maintenance is caused by or in connection with Lessee's use of the Premises, in which case Lessee shall reimburse Lessor the cost Lessor incurs in connection with the repair or maintenance.
12. **Damage to Premises.** The Lessor shall not be liable for any damages done, or occasioned by, damage arising from acts of negligence or any damage resulting from any occupants during the Term. Lessor shall have no liability with respect to Lessee's tangible property located within the Premises, and Lessee shall be solely responsible for the same (including insuring against such loss as required by this Lease).
13. **Liability of Lessor.** Except as otherwise provided in this Lease, Lessor shall not be liable

to Lessee, its employees, agents, business invitees, licensees, customers, clients or guests for any damage, injury, loss, compensation or claim including but not limited to: (i) claims for the interruption of Lessee's business; (ii) repairs to any portion of the Premises; (iii) any accident or damage resulting from the use of the Premises; (iv) any fire, robbery, theft, mysterious disappearance or other casualty; (v) any bodily injury or monetary loss related to COVID-19; (vi) any damage or loss related to protesting or rioting resulting from Macon County jury verdicts during the lease term or any other reason; and (vii) the actions of any other person or persons.

14. **Indemnification of Lessor.** Subject to the limitations set forth in this paragraph, Lessee, to the extent allowed by North Carolina Law, shall defend, indemnify and hold Lessor harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees and court costs incurred by Lessor, arising directly or indirectly from or in connection with: (i) Lessee's occupancy or use of the Premises, including any accident, injury or damage which shall happen at, in or upon the Premises during the Term, however occurring; (ii) any failure by Lessee to perform any of the terms, provisions, covenants or conditions of this Lease on Lessee's part to be performed; (iii) any bodily injury, death, loss of use, monetary loss, or any other injury from or related to COVID-19; (iv) any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use or operation by any person of the Premises, or any part thereof, or the operation of the business contemplated by this Lease to be conducted there; (v) any damage or loss related to protesting or rioting resulting from Macon County jury verdicts during the lease term; (vi) any failure of Lessee to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governments authority, including without limitation, the Accessibility Laws; or (vii) any other act or omission of Lessee, its employees, agents, invitees, licensees or contractors.
15. **Notices.** Until Lessee is notified otherwise in writing, the checks for rental accruing hereunder shall be forwarded to DRAKE RENTAL, 235 East Palmer Street, Franklin, NC 28734. Also, all notices to the Lessor hereunder shall be forwarded to the Lessor at the above address, by registered mail or certified mail, return receipt requested. Until Lessor is notified otherwise in writing, all notices given to the Lessee hereunder shall be forwarded to the Lessee at 5 West Main Street, Franklin, NC 28734, Attention, Macon County Manager by registered or certified mail, return receipt requested. Notice shall be deemed given when the same is deposited in the United States registered or certified mail with sufficient postage prepaid thereon to carry the letter to its addressed destination.
16. **Default and Remedies and Governing Law.** In the event either party defaults under this Lease, the non-defaulting party shall have all rights and remedies available at law or in equity. This lease was made in and shall be governed by the laws of the State of North Carolina.
17. **Surrender of Premises.** Upon expiration of the Lease, Lessee shall surrender the Premises in at least as good condition as on the effective date of this Lease. Should Lessee continue in

possession after expiration of the Term, Lessee shall continue paying the amount of rent specified in this Lease and shall continue to be subject to all of the terms and conditions of this Lease, except that Lessee shall be the tenant at will of Lessor, and in no event a tenant from year-to-year or month-to-month.

18. **No Liens.** Lessee shall not do or suffer anything to be done whereby the Premises shall be encumbered by a lien, and shall, whenever and as often as any lien is filed against the Premises purporting to be for labor or material furnished or to be furnished to the Lessee, discharge the same of record within twenty (20) days after the date of filing. Lessee shall indemnify Lessor from all actions and costs of suit by any person to enforce a lien, together with any costs and attorney fees incurred by Lessor. Lessee may contest the validity of any lien or claim if Lessee shall have posted a bond with adequate surety to ensure that immediately upon final determination of validity of the lien or claim Lessor shall be paid for any judgment rendered, with all proper costs and charges, and Lessee shall at such time have the lien released without cost to Lessor. Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to the Lessee on credit, and that no mechanics', materialmen's or other lien for any such labor or material shall attach to or affect the reversionary or other estate or interest of Lessor in and to the real estate and improvements which are a part of the Premises.
19. **Attorneys Fees.** If it shall become necessary for Lessor to employ an attorney to assert any right or enforce any obligation under this Lease, the Lessor shall be entitled to recover from Lessee, in addition to all other costs and expenses, the reasonable costs and charges of such attorney to negotiate, settle, or litigate such dispute.
20. **No Assignment.** Lessee shall not assign this Lease or sublet all or any portion of the Premises without the prior written consent of Lessor.
21. **Entire Agreement.** This Lease contains the entire agreement between the parties relating to the demise of the Premises and may not be altered, amended or changed except by instrument in writing signed by the parties.
22. **E-Verify.** Lessor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Lessor utilizes a subcontractor, Lessor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, the Lessor and Lessee have hereunto set their hands and seals, this the day and year first written above.

LESSOR:

LESSEE:

Jennifer Dills (SEAL)
By: Jennifer Dills, CFO
Drake Entertainment Properties, LLC

(SEAL)
By: _____
Derek Roland, County Manager
Macon County, North Carolina

NORTH CAROLINA
MACON COUNTY

I, Sandra H Breedlove, a Notary Public of the aforesaid County and State, hereby certify that Jennifer Dills personally appeared before me this day and acknowledged that he/she is CFO and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its sealed with its corporate seal, attested by himself/herself as its CFO.



WITNESS, my hand and NOTARIAL SEAL, this the 5 day of Oct, 2020.

Sandra H. Breedlove
Notary Public
My commission expires: 11-17-2021

NORTH CAROLINA
MACON COUNTY

I, _____, a Notary Public of the aforesaid County and State, hereby certify that Derek Roland personally appeared before me this day and acknowledged that he is the County Manager and that by authority duly given, the foregoing instrument was signed in its name by its sealed with its County seal.

WITNESS, my hand and NOTARIAL SEAL, this the ___ day of October 2020.

Notary Public
My commission expires: _____

EXHIBIT A

BEING all of that property conveyed to Phillip C. Drake and wife, Sharon J. Drake in that deed from Diversified Services, Inc., recorded April 26, 2000 in Book Y-23 at Page 74 in the Office of the Register of Deeds for Macon County, NC, containing 11.17 acres, more or less.

ALSO, BEING the same property conveyed from Drake Entertainment Holdings, LLC, a North Carolina limited liability company, to Drake Entertainment Properties, LLC, a North Carolina limited liability company, by Deed dated December 31, 2009, and recorded in Deed Book CRP M-33, Page 27, Macon County Registry.

RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS

WHEREAS, the Board of Commissioners of Macon County desires to dispose of certain surplus property of the County;

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

1. The following described property is hereby declared to be surplus to the needs of the County:
 - One (1) 2008 Ford Ranger Truck, VIN # 1FTYR10D28PB13923 with 65,533 miles and a tax value of \$4,220

Adopted at the October 13, 2020, Regular Meeting of the Macon County Board of Commissioners.

Jim Tate, Chairman of the Macon County Board of Commissioners

ATTEST:

Clerk to the Board
(Official Seal)

RESOLUTION OF THE MACON COUNTY BOARD OF COMMISSIONERS MAKING DONATION OF TRUCK TO CENTRAL PIEDMONT COMMUNITY ACTION, INC.

THAT WHEREAS, Macon County owns a certain truck being described as a 2008 Ford Ranger Truck, VIN # 1FTYR10D28PB13923; and

WHEREAS, Macon County does not presently have a use for the same and has heretofore declared the same surplus; and

WHEREAS, Macon County desires to donate said truck to Central Piedmont Community Action, Inc. in accordance with the provisions of N.C. Gen. Stat. § 160A-280 for use by the Central Piedmont Community Action, Inc. Weatherization Assistance Program in Siler City, North Carolina; and

WHEREAS, Macon County has duly posted the public notice of intent to adopt a resolution approving such donation at least five days prior to this October 13, 2020, Regular Meeting of the Macon County Board of Commissioners as required by the provisions of N.C. Gen. Stat. § 160A-280.

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

RESOLVED, that the Macon County Board of Commissioners does hereby donate its 2008 Ford Ranger Truck, VIN # 1FTYR10D28PB13923 unto Central Piedmont Community Action, Inc. in accordance with the provisions of N.C. Gen. Stat. § 160A-280 for use by the Central Piedmont Community Action, Inc. Weatherization Assistance Program in Siler City, North Carolina.

Adopted at the October 13, 2020, Regular Meeting of the Macon County Board of Commissioners.

Jim Tate, Chairman of the Macon County Board of Commissioners

ATTEST:

Clerk to the Board
(Official Seal)

**NOTICE OF INTENT TO MAKE DONATION OF SURPLUS TRUCK TO
CENTRAL PIEDMONT COMMUNITY ACTION, INC.**

THAT WHEREAS, Macon County owns a certain truck being described as a 2008 Ford Ranger Truck, VIN # 1FTYR10D28PB13923; and

WHEREAS, Macon County does not presently have a use for the same and will be declaring the same surplus; and

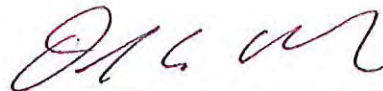
WHEREAS, Macon County desires to donate said truck to Central Piedmont Community Action, Inc., a nonprofit human service organization, in accordance with the provisions of N.C. Gen. Stat. § 160A-280 for use by the Central Piedmont Community Action, Inc. Weatherization Assistance Program in Siler City, North Carolina; and

WHEREAS, Macon County shall post the public notice of intent to adopt a resolution approving surplus and such donation at least five days prior to the October 13, 2020, Regular Meeting of the Macon County Board of Commissioners.

THEREFORE, notice is hereby given that the Macon County Board of Commissioners intends to adopt a resolution at its October 13, 2020, Regular Meeting of the Macon County Board of Commissioners which shall begin at 6:00 o'clock p.m. in the Commissioners' Board Room located in the Macon County Courthouse at 5 West Main Street, Franklin, NC 28734, approving the surplus and donation by Macon County of its 2008 Ford Ranger, VIN # 1FTYR10D28PB13923, unto Central Piedmont Community Action, Inc. in accordance with the provisions of N.C. Gen. Stat. § 160A-280 for use by Central Piedmont Community Action, Inc. Weatherization Assistance Program in Siler City, North Carolina.

This the 25th day of September, 2020.

Posted this the 30th day of September, 2020.



Derek Roland, Macon County Manager for
the Macon County Board of Commissioners



Macon County
Public Health

MEMORANDUM

Date: 10/06/2020

To: Derek Roland, County Manager

Cc: Warren Cabe, EMS Director

From: Kathy McGaha, Health Director *KMG*

RE: Recommendation to establish budget for free flu shots for uninsured individuals

Because of the COVID-19 Pandemic, getting a flu shot is more important than ever. The flu shot protects yourself, your family and your community from flu. Because some of the symptoms of flu and COVID-19 are similar, it may be hard to tell the difference between the two illnesses based on symptoms alone. Getting a flu shot can help reduce the burden on our healthcare system responding to the COVID-19 pandemic and save medical resources for care of COVID-19 patients.

We know that there is a national outreach effort to increase the number of people who get vaccinated against the flu this year. Primary Care Physicians, pharmacies, and MCPH are working to vaccinate as many Macon County residents as we can. However, considering the economic downturn and the number of uninsured individuals in the county, I am recommending that Macon County Commissioners appropriate funding to provide flu shots for free to any person living or working in Macon County that is uninsured.

Below is a breakdown of the number of flu shots given by MCPH to self-pay individuals:

Flu Shots Given to Self-Paying Individuals by MCPH - 2019		
	# of Flu Shots Given	2019 Fee - \$32.00
Community Sponsored (Fire Departments, Free Clinics)	48	\$1,536
Self-Pay	76	\$2,432
Total	124	\$3,968

MCPH has established the 2020 fee for the flu shot at \$36.00 based on the cost of the vaccine. If you estimate that the demand for the flu shot has doubled for 2020 because of the increased outreach efforts, I anticipate that we would need \$8,928 (124 X 2 X \$36.00) to fund this proposal.



ROY COOPER
Governor

ANTHONY M. COPELAND
Secretary

KENNY FLOWERS
Assistant Secretary

September 9, 2020

Jim Tate
Chairman
Macon County
5 West Main Street
Macon County Courthouse
Franklin, NC 28734-3005

Re: Contract Agreement for Grant Number 2021-009-3201-2587; Your Signature and Reply is Requested
Project Title: "Hospice House, Inc."

Dear Chairman Tate:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the renovation/construction project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Closeout/Job Requirements: Outlines the process for the Unit of Local Government to report the creation and maintenance of jobs to the Department of Commerce.	No Signature Required
Exhibit E	Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official - Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit F	Promissory Note: Defines the repayment terms of the Loan in the event of default.	Legal Property Owner listed on the Deed.
Exhibit G	Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.
Exhibit H	Deed of Trust Documentation	Highest Elected Official - Unit of Local Government

Execute these documents, scan a quality copy and return to my attention at rgpreports@nccommerce.com. If you have any questions or if I can be of any assistance, please contact me at (919) 814-4671 or nichole.gross@nccommerce.com.

Sincerely,

Nichole M. Gross
Grant Manager

Enclosure

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with **Macon County** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Hospice House Foundation of WNC, Inc** (the “Owner”) owns certain real property located at:

272 Maple St.
Franklin, NC 28744

in **Macon** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
 - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
 - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment (“LBC”) in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
 - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
 - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs (“New Jobs”) to complete the Project as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality (“Waiver”), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit’s rights of access, review or monitoring and Commerce’s rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal

proceedings against the Owner to recover such repayment.

- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **8/20/2020** ("Effective Date") and shall terminate on **8/20/2022** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$70,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and

that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.
 - (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
 - (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.
6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.
7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.
8. Project Records.
 - (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under

this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.

- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy,

monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against,

any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:
- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
 - (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
 - (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
 - (d). The Governmental Unit is solvent.
 - (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to

or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

- (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date,

which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
 - (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.
15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.
18. Special Provisions and Conditions.
- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
 - (b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
 - (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
 - (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this

Agreement may be assigned to any commercial bank or other financial institution without such approval.

- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**
Program Manager
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **Jim Tate**
Chairman
Macon County
5 West Main Street
Macon County Courthouse
Franklin, NC 28734-3005

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

Macon County

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: _____ [SEAL]



Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 9/9/2020

**EXHIBIT A
SCOPE OF PROJECT**

Summary: The project will support the reuse of 3,300 SF building located at 272 Maple Street in Franklin. The building was constructed in 1967 and has been vacant for nearly three years. Hospice House Foundation, Inc is a hospice inpatient facility that offers hospice and palliative care, home care, care navigation, and clinical research. The company has nine facilities throughout North Carolina. This project will allow the company to add another facility to be named Four Season The Care you Trust.

**EXHIBIT B
PAYMENT SCHEDULE**

Eligible Expenditures:

Vacant Building Category: within the existing building footprint

Existing Business Building Category: within the existing building and/or additions

Rural Health Care Category: within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

Reimbursement Requirements:

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Evidence that the 5% local government match has been satisfied (first payment request),
3. Copies of eligible project invoices that support the request amount,
4. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
5. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

EXHIBIT C
REPORTING SCHEDULE

Progress reports are due on January 15th and July 15th for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

EXHIBIT D
JOB VERIFICATION AND CLOSE OUT REQUIREMENTS

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

Job Verification

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

Grantees should submit the following as evidence of job creation and maintenance:

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.
2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
 - NCUI 101 Forms should be submitted to Commerce.
 - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
 - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
 - The jobs created and the baseline must be maintained concurrently during the same six-month period.
 - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
 - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos that show a variety of views of the completed project.

All forms, including reporting and request for payment, can be found on the Commerce website at <http://www.nccommerce.com/rgp>
. Email completed forms and reports to rgpreports@nccommerce.com.

Macon County (the “Governmental Unit”) enters into this Loan Agreement and Legally Binding Commitment (the “LBC,” including the “Loan,” defined below with **Hospice House Foundation of WNC, Inc** (the “Owner” and, together with the Governmental Unit, the “Parties”).

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the “Rural Authority”) of the State of North Carolina (“State”) has awarded a grant (the “Grant”) to the Governmental Unit, and the North Carolina Department of Commerce (“Commerce”), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the “Grant Agreement”) between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

272 Maple St.
Franklin, NC 28744

in **Macon County**, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. Third-Party Beneficiary. The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.
 - (a) The Governmental Unit hereby loans to the Owner the sum of **\$70,000.00** (the “Loan”), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
 - (b). As conditions of receiving the Loan:
 - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
 - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
 - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
 - (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.
3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.
 - (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A “New Job” shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **181** full-time jobs in North Carolina (“Baseline Number”) that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **7** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.
4. Changes in the Project or Other Conditions.
- (a). A “Project Change” is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
5. Term of LBC. The effective period of this LBC shall commence **8/20/2020** (“Effective Date”) and shall terminate **8/20/2022** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the “Termination Date”) or unless extended for an express term in writing by the Governmental Unit.
6. Independent Status of the Governmental Unit.
- (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into

employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.

7. Project Records.

- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal

monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the

Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
 - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
 - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
 - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
 - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
 - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.

- (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.
 - (h). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. The Owner hereby represents and warrants that all Cash Match funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of improper expenditures of Cash Match funds. The Owner shall expend all Cash Match funds prior to or simultaneously with and at the same rate as its expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
 - (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - d). Notwithstanding the foregoing and wherever referred to in this LBC, “ceases to do business” shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the

circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
 - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **\$10,000** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
 - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
 - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.

- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
- (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
 - (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
 - (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
 - (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Owner Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2021-009-3201-2587** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender **Macon County** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$70,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

272 Maple St.
Franklin, NC 28744

in **Macon** County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31st day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: _____ , 20 _____

If by Individual: _____

Signature: _____ [SEAL]

Printed Name: _____

Dated as of: _____ , 20 _____

If by Entity: _____

Signature: _____ [SEAL]

Printed Name: _____

Limited Waiver of Confidentiality
Unemployment Tax and Wage Records
BUILDING REUSE PROGRAM

EXHIBIT G

2021-009-3201-2587

Name of Taxpayer _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

NC Unemployment Insurance Acct #: _____ Fed Tax ID #: _____

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to **Macon County** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.

Signature Chief Financial Officer or Other Authorized Company Official

Print Name

Title

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, Hospice House Foundation of WNC, Inc, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

- The Governmental Unit will secure the funds with a Deed of Trust listing Macon County as the beneficiary in the amount of \$70,000.00.

- Macon County ("Governmental Unit") has elected NOT to secure with a deed of trust on the subject property the \$70,000.00 in grant funds awarded by the North Carolina Department of Commerce ("Commerce") for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner's failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	<u>Macon County</u>
By (Signature):	_____
Printed Name:	_____
Title:	_____
Date:	_____

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CONSENT AGENDA

MEETING DATE: October 13, 2020

Item 12A. Minutes from the July 14, 2020 regular meeting and the August 11, 2020 regular meeting are attached for your review and approval. (Mike Decker)

Item 12B. Budget Amendments #76-90 are attached for your review and approval. (Lori Carpenter)

Item 12C. Tax releases in the amount of \$2,135.55 for the month of September. A detail copy of those releases is attached for your review and approval. (Teresa McDowell)

Item 12D. The Settlement Report for 2019 Taxes. This report includes an item for “Relief of the Taxing Unit for Collection of Real Estate Taxes that are Ten Years Past Due” in the amount of \$30,565.02. (Teresa McDowell)

Item 12E. A recommendation from Tax Administrator Abby Braswell to refund \$354.03 in 2019 taxes to Phil Scruggs. The house located at 512 Cowee Creek Road was destroyed by fire on September 10, 2018 and was not rebuilt. Therefore, Mrs. Braswell is basing her recommendation on the fact that the house was not there on January 1, 2019 and that the tax levied was illegal.

Item 12F. A copy of the ad valorem tax collections report for the month of October. The report shows a collection rate of 43.04 percent as of September 30, 2020. No action is required on this item. (Teresa McDowell)

MACON COUNTY BOARD OF COMMISSIONERS
JULY 14, 2020
MINUTES

Vice-Chairman Beale called the meeting to order at 6:00 p.m. and welcomed those in attendance. He explained that Chairman Tate was out of town and would not be in attendance. Due to Gov. Roy Cooper's Executive Order limiting the number of people at a mass gathering to 10 due to COVID-19, physical participation at the meeting in the boardroom was limited to that number. Four of the five commissioners were physically present and practiced social distancing. County Manager Derek Roland was also present, as was Finance Director Lori Carpenter and County Attorney Chester Jones. Deputy Clerk Mike Decker watched the meeting via live stream. A reduced number of members of the media were allowed to attend.

ANNOUNCEMENTS: There were no announcements.

MOMENT OF SILENCE: Vice-Chairman Beale asked those in attendance to observe a moment of silence.

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

PUBLIC COMMENT PERIOD: **Debbie Westerman** addressed the board regarding a situation in what she referred to as Teem Hollow. She explained to the board that she was speaking on behalf of her parents, who live at 291 Ellijay Road, with Teem Hollow located behind their property. Mrs. Westerman described the conditions of this property as horrible and dilapidated, noting there is no electricity and no plumbing on the property and a creek is being used as a source of water. She said the initial concerns arose over some pets, which led to a conversation with Commissioner Gillespie, which then led to conversations with a number of county departments, including animal control, environmental health and solid waste. She told the board that she and her parents are "at a loss for what to do," and thus her reason for speaking to the board. She said that "nobody seems to be able to do anything about" the conditions on this property, adding that there are "health hazards" and that "clothing is an option back there." She said they were here "to find out what our next steps are," and that it is "deplorable to know that anybody in Macon County lives in this situation," and that her parents can do nothing about it. Vice-Chairman Beale responded

that he and Commissioner Gillespie had been involved, and a lengthy discussion ensued that included questions from Mr. Jones. Commissioner Gillespie outlined efforts by county departments, including the sheriff's department, to address the situation but noted that, "We just kind of got to the dead end of the road" where legal remedies available to the county were concerned. Mr. Jones mentioned the possibility of a private action bring brought by the adjacent property owners, and also pointed out that any action would require "admissible evidence" to be presented. Vice-Chairman Beale suggested that Mr. Jones could look into the matter further. Mr. Jones noted he can represent the county, but not the property owners. Vice-Chairman Beale also asked Mr. Roland to "pursue the situation." No formal action was taken.

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

- To add budget amendments numbered 25, 26 and 27 to the Consent Agenda as part of Item 12B, per Mr. Roland.
- To add comments from Macon County Schools Superintendent Dr. Richard Baldwin under Reports and Presentations as Item 9D, per Vice-Chairman Beale.

PRESENTATION BY CHIEF RICHARD SNEED OF THE EASTERN BAND OF CHEROKEE INDIANS: Richard Sneed, the Principal Chief of the Eastern Band of Cherokee Indians, spoke to the board regarding the impact of the Harrah's Cherokee Casino on western North Carolina's economy and his tribe's opposition to plans by the Catawba Indian Nation to build a casino in the Charlotte area. Chief Sneed began with some background information, pointing to the casino's \$750 million impact on the region. He noted that 90 percent of the direct employees of the casino are not members of the tribe, and he wanted to "remind everyone what happens to the Eastern Band happens to this region," and that, "What is good for the tribe is good for the region." He then provided information on the Catawba's effort to build their own casino, first in South Carolina and now in Kings Mountain, NC. "This is a Western North Carolina issue," he told the board, stating that the Cherokee casino is a "driving industry in the off season" that stabilizes unemployment in the region. He then reviewed the legislative and legal issues involved, as the Cherokee have asked Gov. Roy Cooper and the state General Assembly to oppose the Catawba project and for state Attorney General Josh Stein to weigh in on the legality. Vice-Chairman Beale asked Mr. Roland to read into the record a proposed "Resolution of the Macon County Board of Commissioners Opposing a Catawba Indian Nation Casino in North Carolina," and he did so. Chief Sneed requested an amendment to the resolution, and Mr. Jones said he would prepare an amended version. Upon a motion by Commissioner Gillespie, seconded by Commissioner Shields, the

board voted 4-0 to approve the resolution as amended, a copy of which is attached (**Attachment 1**) and is hereby made a part of these minutes.

INTRODUCTION OF NEW NANTAHALA NATIONAL FOREST DISTRICT

RANGER: Vice-Chairman Beale introduced Troy Waskey, the new District Ranger for the Nantahala National Forest, and invited him to make some comments. Mr. Waskey said he has been on the job for about a month now, and he updated the board on the U.S. Forest Service's operations stemming from COVID-19. As to the agency's forest management plan revisions, he noted that the board's comments were received and that "the next big task is to review all comments," and that will take several months. He encouraged the board to use him "as your local conduit" on the plan as it is finalized and then released for public comment. He pointed out that it would likely be near the end of calendar year 2021 before the plan was in place. "I do want to keep an open door with you all," he told the board, and Vice-Chairman Beale welcomed him to Macon County and told him, "You couldn't have chosen a better place." No action was taken.

UPDATE ON COUNTY'S RESPONSE TO COVID-19:

(A) Kathy McGaha – Macon County Public Health: Mrs. McGaha reported that the county had 340 cases of COVID-19, 116 of which were active with 223 recovered and one death. She also shared other demographics with the board, noting that 76 percent of those who tested positive for the virus were Hispanic, 51 percent of the overall total were female, 25 percent were in the 0-17 age bracket, and 43 percent were in the 25-49 age group. She also noted that 7.53 percent of the tests performed by health department staff came back positive. Mrs. McGaha told the board she was "stressing" over the fact that the department's school nurses, all of whom had spent their summer helping perform those tests, would be returning to the school system in about four weeks, leaving her with the need to quickly hire nurses to fill those gaps. The board members, Mr. Roland and Mrs. McGaha briefly discussed options to fill those positions, including reaching out to staffing agencies.

(B) Warren Cabe – Macon County Emergency Services: Mr. Cabe began by noting the state remains under Gov. Cooper's most recent executive order, and Mr. Cabe said he has no plans "to do anything more stringent." He also mentioned staffing concerns, saying there is a shortage of employees wanting to go into public health or public safety.

(C) Sheriff Robert Holland: Following a brief report, Sheriff Holland focused his comments on his staffing concerns. He stated that the "pay issue has been beat to death," but pointed out he has 11 vacancies for deputies as officers have left for other types of jobs. He said it is a hard time to be in law enforcement, adding that he has become "discouraged," but told the board members, "You guys can fix this." He went on to say that it is "time

that we fix it” and that his employees deserve it. He told the board he has detention officer positions to fill, and that he needs experienced officers to fill School Resource Officer (SRO) slots. He repeated his request for the board to “fix it” numerous times. Vice-Chairman Beale responded by saying the only thing the board can do now is to have a complete budget review in six months, and this led to further discussion between the sheriff and the board members. At the end of the discussion, Sheriff Holland referenced COVID-19 and told the board, “You’ve got a good excuse this year.”

(D)Derek Roland – Administration: During his report, Mr. Roland explained to the board that prior to the Families First Coronavirus Relief Act (FFCRA) going into effect on April 1, 2020, eight county employees from seven different departments had to use personal sick leave due to COVID-19. Combined, those employees used 186.75 hours of sick leave – leave that would have been covered on a paid basis by the FFCRA. He requested that the board allow the personal leave used by those employees prior to April 1 to be reimbursed to their individual accrued leave balances. Following questions, and upon a motion by Commissioner Higdon, seconded by Commissioner Shields, and following further discussion, the board voted 4-0 to approve the request as presented. In another related COVID-19 matter, Mr. Roland explained that due to delays in getting test results, and in cases where a department such as public health requires two negative tests before an employee can return to work, he said that some employees quickly use up the 80 hours of Emergency Paid Sick Leave (EPSL) provided under the FFCRA. Following discussion, and upon a motion by Commissioner Shields, seconded by Commissioner Gillespie, the board voted to grant Mr. Roland the authority to reimburse the employee sick hours used over and above the 80 paid hours after examining each request on a case-by-case basis.

UPDATE ON MACON COUNTY SCHOOLS: Dr. Chris Baldwin, the superintendent of Macon County Schools, outlined plans to open school on August 17, 2020. He explained that the state had initially come up with four possibilities – and thus four plans for administrators to prepare for. He said local officials learned today that school would start under what is known as “Plan B.” That plan will restrict schools to 50 percent capacity, although systems have the option to start under “Plan C,” which is all virtual learning. Dr. Baldwin then reviewed what would be needed to make the various scenarios work, as well as some of the complicating factors, and Vice-Chairman Beale responded, “On behalf of the board, we don’t envy your position.” No action was taken.

RESOLUTION TO ABANDON A PORTION OF STATE ROUTE 1140 (MCCONNELL ROAD): Vice-Chairman Beale read a letter from Andy Russell, the District Engineer for the North Carolina Department of Transportation,

asking the board to consider adoption of a resolution to abandon the final 2,680 feet of McConnell Road (SR 1140) from the State Maintained Road System at the request of the property owners. Mr. Jones explained that he had prepared the appropriate resolution, and upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted 4-0 to approve the resolution as presented, a copy of which is attached (Attachment 2) and is hereby made a part of these minutes.

NEW FEES FOR MACON COUNTY PUBLIC HEALTH: Following a brief explanation by Mrs. McGaha, and upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted 4-0 to approve a list of new fees at Macon County Public Health related to telephonic services and COVID-19. A copy of that list is attached (Attachment 3) and is hereby made a part of these minutes.

MACON COUNTY COMMUNITY NEEDS ASSESSMENT REPORT: Justin Setser, the chairman of the Macon County Planning Board, presented the Macon County Community Needs Assessment Report to the commissioners, and a copy of the report is attached (Attachment 4) and is hereby made a part of these minutes. Mr. Setser began by noting that at the February 21, 2019 meeting of the planning board, Commissioner Gillespie, the liaison to the planning board, charged the group with performing a community needs assessment by going throughout the county and assessing the needs of individual communities. The planning board voted to use sections of the revised comprehensive plan for the county to initiate discussion for these meetings, with the topics covering public service, housing, recreation, education, healthcare, transportation and economic development. These topics, and another labeled "other," were written on easel pads and placed on walls throughout the meeting room in each community, with those attending each given three differently-colored sticky notes on which to write one community need, with red ones being the most important, yellow second and blue third. In March of 2019, he said the planning board began the process with a meeting in Nantahala and visited 11 other communities throughout the county. The report lists the results from each individual meeting. Mr. Setser told the board that "10 most frequently appearing community needs" were as follows:

- Broadband Internet/Cell Phone Coverage
- NCDOT Road Maintenance (Paving, Mowing and Trash)/Road Improvements
- Healthcare/More Doctors and Specialists/Hospital
- New Library/Community Center in Nantahala
- Need Minimum Housing Standards/Garbage, Debris and Run-Down Houses
- Recycling Center Improvements
- Affordable Housing Options
- Little Tennessee River Access Point and Picnic Area on Riverside Road

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- Law Enforcement Presence Stationed within Communities
- Promote Business and Job Growth

Following general discussion on the report and other planning board topics, the board took no action.

CONTRACT FOR “NO WRONG DOOR” FOR FISCAL YEAR 2020-21: Following an explanation by Mr. Jones, and upon a motion by Commissioner Gillespie, seconded by Commissioner Shields, the board voted 4-0 to approve an “Agreement to Provide Substance Abuse and Mental Health Services” between the county and No Wrong Door for Support and Recovery, Inc. An unexecuted copy of the agreement is attached (Attachment 5) and is hereby made a part of these minutes.

DESIGNATION OF VOTING DELEGATES FOR NCACC ANNUAL CONFERENCE: Following discussion, and upon a motion by Commissioner Higdon, seconded by Commissioner Gillespie, the board voted 4-0 to designate Vice-Chairman Beale as the voting delegate – with Commissioner Shields to serve as the alternate – for Macon County for the annual conference of the North Carolina Association of County Commissioners (NCACC). The business session of the conference will be held virtually on August 6, 2020.

DISCUSSION REGARDING UNDERGROUND STORAGE TANK REPLACEMENT AT MACON COUNTY SCHOOL BUS GARAGE: Vice-Chairman Beale told the board that the school/county liaison committee had met regarding replacing the underground storage tank at the school bus garage, and the committee’s recommendation is to finish the project. Mr. Roland said he had spoken with companies regarding the installation of a new 12,000-gallon double-walled diesel tank, which would allow the school system to buy diesel in bulk and save up to \$75,000 a year. Mr. Roland said the cost of this tank would be \$108,175, and suggested passing this project to the school board, along with the funding to buy and install the tank. Following questions and discussion, upon a motion by Commissioner Shields, seconded by Commissioner Gillespie, the board voted 4-0 to approve Mr. Roland’s recommendation as presented, and to take \$110,000 from the county’s fund balance to pay for the project, with the Macon County Board of Education to be responsible for the project going forward.

CONSENT AGENDA: Upon a motion by Commissioner Shields, seconded by Vice-Chairman Beale, the board voted unanimously to approve the consent agenda as presented, which includes: (A) the minutes of the May 12, 2020 regular meeting; (B) budget amendment #9 for the Sheriff’s Department to appropriate \$20,875 for a fingerprint machine that was not delivered prior to end of the previous fiscal year (06.30.20); #10 for Emergency Services to appropriate \$19,844 from the Nantahala Health Foundation Grant for computer supplies; #11 for Emergency Management to appropriate \$5,000 from the Dogwood Health

Trust "PPE Distribution" Grant; #12 for Emergency Management to appropriate \$5,000 from the Dogwood Health Trust "Strike Team Innovation" Grant; #13 for Emergency Management to appropriate \$9,500 from a NCDEM Tier II Grant; #14 for a non-departmental amendment to carry forward \$833,421 in funds received from the State Coronavirus Relief Fund (through the CARES Act); #15 for a non-departmental amendment to carry forward \$41,636 in Disaster Relief Funds for expenses related to COVID-19; #16 for the Health Department to carry forward \$48,054 in funds from CARES Act provider relief funds to cover school nurses working on COVID-19; #17 for the Health Department to carry forward \$29,244 in unexpended grant money from the Community Foundation of WNC; #18 for the Health Department to carry forward \$1,571 in unexpended grant money from MountainWise Services; #19 for the Maintenance Department to carry forward \$8,620 in funds for repair of the town square clock, as the vendor was unable to perform the work prior to 06.30.20 due to COVID-19; #20 for the Tax Department to carry forward \$3,750 in funds for an appraisal of Lake Emory Dam; #21 for the Transit Department to move \$14,245 from an insurance settlement for vehicle repairs; #22 for the Transit Department to roll over \$30,470 in funds from Fiscal Year 2019-20 to complete a parking lot project; #23 for the Health Department to carry over \$21,078 in unspent funds for COVID AA from Fiscal Year 2019-20 to the current fiscal year; #25 for Senior Services to appropriate new allocations for eight line items; #26 for Education to carry forward \$25,910 in funds for the removal of underground storage tanks at the school bus garage; and #27 for the Department of Social Services to carry forward \$41,007 in adoption funds (copies of the amendments are attached); (C) approval of tax releases for the month of June in the amount of \$513.36; (D) approval of a refund stemming from a Property Tax Commission appeal in the amount of \$415.28 (memo from Tax Administrator attached); (E) ratification of Mr. Roland's email poll of the board members regarding approval of the Town of Franklin's July 4th fireworks display and (F) received the monthly ad valorem tax collections report for the month of June (no action necessary), which shows a collection rate of 98.35 percent collected on 2019 general taxes, late listing penalties, discoveries and deferred taxes as of 06.30.20.

APPOINTMENTS: Highlands Tourism Development Commission (one seat):

Upon a motion by Commissioner Gillespie, seconded by Commissioner Shields, the board voted 4-0 to appoint John Woods as a member of the Highlands Tourism Development Commission (TDC) representing the Highlands Chamber of Commerce. The term of office will be for three years and will expire July 14, 2023.

CLOSED SESSION: At 9:17 p.m., upon a motion by Commissioner Gillespie, seconded by Commissioner Shields, the board voted 4-0 to go into closed session as allowed under NCGS 143-318.11(a)(3) in order to preserve the attorney-client privilege and as allowed under NCGS 143-318.11(a)(5) regarding real property.

Upon a motion by Commissioner Higdon, seconded by Commissioner Beale, the board voted to come out of closed session and return to open session at 10:55 p.m.

CONSOLIDATED CLAIM AUTHORIZATION: Upon a motion by Commissioner Gillespie, seconded by Commissioner Higdon, the board voted 4-0 to authorize Mr. Jones to fill out the Consolidated Claim Authorization Form in the case against Purdue Pharma and to submit that form on the county's behalf. An unexecuted copy of that form is attached (Attachment 6) and is hereby made a part of these minutes.

ADJOURN: With no other business, at 10:57 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Gillespie, the board voted 4-0 to adjourn.

Derek Roland
Ex Officio Clerk to the Board

Jim Tate
Board Chairman

MACON COUNTY BOARD OF COMMISSIONERS
AUGUST 11, 2020
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Chairman Tate called the meeting to order at 6:02 p.m. and welcomed those in attendance. Due to Gov. Roy Cooper's Executive Order limiting the number of people at a mass gathering to 10 due to COVID-19, physical participation at the meeting in the boardroom was limited to that number. All five commissioners were physically present and practiced social distancing. County Manager Derek Roland was also present, as was Finance Director Lori Carpenter and County Attorney Chester Jones. Deputy Clerk Mike Decker watched the meeting via live stream. A reduced number of members of the media were allowed to attend.

ANNOUNCEMENTS: There were no announcements.

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

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

PUBLIC COMMENT PERIOD: **Robert Cook** spoke in support for an increase in pay for members of the Macon County Sheriff's Department. Mr. Cook said he was a retired law enforcement officer, and described the sheriff's department as a "top-notch, professional organization." He said the department is down 11 deputies, and with an average base salary of about \$39,000, he cited the low pay as the reason so many officers move. He said older members of the staff leave for better pay and benefits, leaving a younger force. He told the commissioners that if you want the best and brightest, you need to pay, and asked the board to please consider raising their pay. **Debbie Westerman** asked if any progress had been made regarding the situation in Teem Hollow that she spoke about in the public comment period at the July board meeting. Mr. Jones said she left the meeting without him obtaining her contact information, and once he has that, he would set up an appointment with her. **Hilda Jones** told the board that she and her husband are the closest neighbors to the property in question on Teem Hollow. She said they moved here about eight and half years ago. She said the neighbors have moved in six "bashed up" campers in the last four years. She said the property has no weeds, no grass and trash everywhere. She said there is a stench coming from the property in the summer, and she and her husband

can't do yardwork because of it. She said they also burn rubber on the property and that she and her husband "gag in our house due to the smell." She said there is a lot of traffic going to and from this property, usually a car every 15 to 30 minutes, adding that the visitors stay less than five minutes. In addition, she said there is a woman who lives on the property who screams and yells all the time and goes around with only a thong on. She told the board that we feel like prisoners in our home, adding that the neighbors have no electricity and no water, and "stole our electricity off the front porch." She described the situation as embarrassing and told the board, "We don't know what to do about this." In closing, she said her adult children will not bring their children to her house due to the circumstances. When she finished speaking, Mr. Jones asked her to sign his contact list. **Heath Higdon** said he was at the meeting to represent Betty Norris, who he said lives on the "other side" from Mrs. Jones. He said Mrs. Norris is 75 and a widow who comes to her property her four or five times a year. However, he said she is now afraid to come here, and he added that "nobody wants to live next door to a meth lab." He told the board Mrs. Norris is paying taxes on something she can't use. He said the adjoining property has at least seven vehicles that don't run, septic has been seen running across the road, and there have been one or two explosions. "It's ruined people's property values," he said, and told the board that the neighboring homes are "useless" and "worthless" due to the circumstances. He also signed Mr. Jones' contact list. **Anita Lewis** told the board she has lived in the Teem Hollow area all her life, and while it used to be beautiful, she would not invite anyone up there. She said the residents on the property in question dump sewer in the branch and burn tires and mattresses. She said the property should be condemned, and told the board something has to be done. In regard to the woman who goes around on the property partially dressed, Ms. Lewis said, "I hope the lady doesn't get run over," adding that "somebody's gonna get her." Chairman Tate told her that the board has "a good gist" of the situation. Ms. Lewis began speaking directly to Mr. Jones, and **Sheriff Robert Holland** told the board that "everything you are hearing is accurate," saying he and his officers have been to the property lots of times and have arrested lots of people. Following several different conversations throughout the boardroom, **John McCall** spoke next. He told the board he does not live in the Teem Hollow area, but has seen the property and spoke to sewage running across the road and to rotting bags of trash. "I concur with everything these people have said," he told the board members, and offered to "load" them up in his truck and take them to the property. He also signed Mr. Jones' contact list. **Tracy Rowland** also spoke in regard to Teem Hollow, and told the board, "It's sad what has happened," adding that she has called the health department about the situation, which she described as "ridiculous." She signed Mr. Jones' contact list. **Elaine Marshall** told the board she lives on Ellijay Road on property that backs up to Teem Hollow. She spoke about sewage from a creek going into her yard, and added, "It's awful," and told the board members we are not exaggerating. She said the garbage and the vermin are bad and asked the board,

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“Please, please do something to protect the property owners.” At this point, several people in the room left the meeting and others came up to Mr. Jones and signed his contact list.

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

- To add consideration of a “Satisfaction of Security Instrument” under New Business as Item 11I, per Mr. Jones.

MACON COUNTY HOMELESS TASK FORCE PROPOSAL: Bob Bourke, the President of Macon New Beginnings, presented the board with a proposal to establish a homelessness task force in the county. A copy of background information that Mr. Bourke supplied to the board is attached (**Attachment 1**) and is hereby made a part of these minutes. He explained that the impetus for the project came from the Town of Franklin following his appearance at a town council meeting, where town officials asked him to return with a proposal. He said the community has to come up with a solution to the homeless problem and he wanted to involve as many people as possible in order to form “a cohesive Macon County response.” He noted that the faith-based community is involved. He told the board that it is “about time we start taking some steps.” Commissioner Beale suggested that Mr. Bourke might want to review the results of a study on homelessness prepared by the Macon County Health Department some years ago. During the ensuing discussion, Mr. Bourke pointed out that he is “not a proponent of government,” saying he wants to fix things, not talk about it. He also noted his belief that Jesus is the solution, and that relationship is very important, so no government funding. In the meantime, he said Macon New Beginnings would “continue to do the things we do.” No action was taken.

UPDATE ON COUNTY’S RESPONSE TO COVID-19:

(A) Kathy McGaha – Macon County Public Health: Mrs. McGaha told the board the county’s number of cases stood at 481, as the number of new cases has decreased over the last two weeks, and said the biggest question now is getting students back into the school system. She said North Carolina as a whole is seeing a leveling off in the number of cases as well. She did note that the county had recently experienced its fourth COVID-19 related death.

(B) Warren Cabe – Macon County Emergency Services: Mr. Cabe’s remarks centered on testing, as he first noted there would be a community testing event on Thursday, August 13th at Macon Middle School, and he also noted that Macon County Schools’ staff members would be tested prior to the start of the new school year.

(C) Sheriff Robert Holland: Sheriff Holland reported that none of the inmates at the Macon County Jail have the virus, and that in general,

“things seem to be going well.” The discussion then turned to salary issues in the sheriff’s department, including the amount of overtime worked by some officers.

(D)Derek Roland – Administration: Mr. Roland briefly addressed the salary issues in the sheriff’s department and told the board that a report on that would be forthcoming. He also addressed the impending start of the school year and the potential impact on employees who may need COVID-19 related leave as some students will attend class physically two days per week and do virtual learning on the other three.

Macon County Public Health Fee Plan for Fiscal Year 2020-21: Following brief comments from Mrs. McGaha, and upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to approve the Macon County Public Health Fee Schedule for the current fiscal year. A copy of the schedule is attached **(Attachment 2)** and is hereby made a part of these minutes.

TRANSIT FARE STRUCTURE CHANGE: Transit Director Kim Angel told the board that her department has had to make changes to the transit system in order to adapt to changes caused by COVID-19. A copy of Mrs. Angel’s memorandum to the commissioners is attached **(Attachment 3)** and is hereby made a part of these minutes. Those changes have included reduced staff, changes in routes, limiting the numbers of passengers on board and installing plexiglass barriers in all vehicles and implementing cleaning protocols. She explained that the system’s ridership numbers were down 74 percent at one point. However, she explained that CARES Act funds are available to help system recoup expenses due to the pandemic. But, due to the need to modify the system’s trip scheduling and reporting process to use the CARES funds, she said it has been necessary to modify the fare structure. She shared the current and proposed fare structures with the board, requested approval of the new fares, and said she anticipates using the new rates for the remainder of the fiscal year and will re-evaluate at budget time. Upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to approve the proposed fare structure as presented in the memorandum.

RESOLUTION REGARDING SURPLUS DENTAL EQUIPMENT: Mr. Jones explained that he had prepared a resolution in connection with the need to declare as surplus equipment used at the former Macon County Public Health Adult Dental Clinic and to authorize the sale of that equipment at public auction. He explained that the county will need to advertise this, and that each item involved will be sold separately. The equipment from the clinic is currently stored at the former National Guard Armory and will be sold on the courthouse steps. Upon a motion by Commissioner Higdon, seconded by Commissioner Beale the board voted unanimously to approve a “Resolution of the Macon

County Board of Commissioners Declaring Property to be Surplus and Authorizing the Sale of the Same by Public Auction,” and to allow Mr. Roland and Mr. Jones to set the date for the sale. A copy of the resolution is attached (Attachment 4) and is hereby made a part of these minutes. A list of the surplus equipment is attached to the resolution as Exhibit A.

REQUEST FOR PROPOSALS FOR HIGH-SPEED INTERNET ACCESS PROJECT: Mr. Jones told the board that a draft copy of the Request for Proposal (RFP) for the Macon County High-Speed Internet Access Service Expansion Project was in the board’s agenda packet, and he and Mr. Roland explained how the RFP was developed. Mr. Jones said this would be the first in a series of steps in expanding high-speed internet in the county.

Chairman Tate declared a recess at 7:45 p.m.

Chairman Tate called the meeting back to order at 7:50.

Upon a motion by Commissioner Shields, seconded by Commissioner Beale, the board voted unanimously to move forward with the RFP as presented.

REVISED EMERGENCY MANAGEMENT ORDINANCE: Mr. Cabe provided the board with a brief summary of the revised Emergency Management Ordinance, which is Chapter 31 of the county’s code of ordinances. He pointed out that the ordinance has not been updated since 1977, and was due for a “refreshing.” He noted that Mr. Jones had updated the ordinance, and it makes very clear the delegation of authority, including Mr. Cabe’s duties and responsibilities as Emergency Management Director. It clarifies who can declare an emergency, and he added that one of the more important things it addresses is that it requires a state of emergency be published in accordance with state law, as some counties had been doing so verbally. Mr. Jones told the board members that a draft of the revised ordinance was in their agenda packets, and he pointed out that only sections of the ordinance needed to be repealed and replaced. Following further explanation by Mr. Jones, and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve an “Ordinance of Macon County Updating, Repealing and Replacing Chapter 31, Emergency Management, of the Macon County Code and the Emergency Management Ordinance for the County of Macon, Both of Which Were Passed on September 12, 1977.” A copy of the ordinance is attached (Attachment 5) and is hereby made a part of these minutes. It was stated that the updated ordinance is effective immediately.

RENEWAL OF NON-EMERGENCY TRANSPORTATION SERVICES CONTRACT: Following a brief explanation by Mr. Roland, and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve the renewal of a non-emergency transportation services

contract with Mountain Area Transportation Services for the transport of involuntary commitments.

MACON MIDDLE SCHOOL RENOVATION: Mr. Roland outlined a request for additional services regarding the Macon Middle School renovation project. He explained that the county had received a proposal through SGA NarmourWright, the architect on the project, concerning additional design service fees relating to an additional scope of work involving information technology items. Mr. Roland said the extra work is “strictly related to security” and also includes an expansion of data outlets in the school. The overall cost of the additional work was approximately \$400,000, but at this point, the cost of the design phase is \$16,600. Following discussion, and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve the request as presented, and the motion includes approval of a budget amendment to take the \$16,600 from the county’s fund balance.

SATISFACTION OF SECURITY INSTRUMENT: Following an explanation from Mr. Jones, and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve a “Satisfaction of Security Instrument” for Tina M. Thorne, a copy of which is attached (Attachment 6) and is hereby made a part of these minutes.

CONSENT AGENDA: Upon a motion by Commissioner Shields, seconded by Commissioner Higdon, the board voted unanimously to approve the consent agenda as presented, which includes: (A) the minutes of the May 26, 2020 continued session, the minutes of the June 2, 2020 continued session and the minutes of the June 9, regular meeting; (B) budget amendment #34 for the Solid Waste Department to move \$232,516 from Fiscal Year 2010-20 to Fiscal Year 2020-21 for projects not completed in the last budget year; #35 for the Department of Social Services (DSS) to appropriate \$18,206 in COVID related social work funds; #36 for DSS to carry forward \$1,641 in donations from the prior fiscal year; #37 for the Health Department to carry forward \$1,545 received as prepayment for Rabies vaccine in Fiscal Year 2019-20 that will be received and administered in Fiscal Year 2020-21; #38 for the Health Department to roll \$1,250 in Animal Control donations into Fiscal Year 2020-21; #39 for the Health Department to carry forward \$7,188 in unexpended contributions from MountainWise Services to Fiscal Year 2020-21; #40 for the Health Department to appropriate a \$5,239 decrease in a RCORP grant; #41 for the Health Department to carry forward \$2,153 in unexpended GusNIP grant money to Fiscal Year 2020-21; #42 for the Health Department to carry forward \$31,634 in unexpended grant money from the Appalachian Regional Commission; #43 for the Health Department to carry forward \$5,852 in CARES Act provider relief funds; #44 for a non-departmental amendment regarding the CARES Act to adjust the carry forward of funds in the amount of \$696,715 received from the

State Coronavirus Relief Fund (through the CARES Act) to account for expenditures claims between March 1, 2020 and June 30, 2020; #45 for a non-departmental amendment regarding the CARES Act to appropriate additional funds in the amount of \$695,930 received from the State Coronavirus Relief Fund (through the CARES Act); #46 for the Sheriff's Department to appropriate \$3,048 from an insurance settlement for vehicle repairs; and #47 for the Transit Department to carry forward \$15,158 in CARES Act funds into Fiscal Year 2020-21 (copies of the amendments are attached); (C) approval of tax releases for the month of July in the amount of \$1,558.98; and (D) received the monthly ad valorem tax collections report for the month of July (no action necessary), which shows a collection rate of 0.96 percent collected on 2020 general taxes, late listing penalties, discoveries and deferred taxes as of 07.31.20.

CLOSED SESSION: At 8:08 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Higdon, the board voted unanimously to go into closed session as allowed under NCGS 143-318.11(a)(3) in order to preserve the attorney-client privilege. Upon a motion by Commissioner Beale, seconded by Commissioner Higdon, the board voted to come out of closed session and return to open session at 9:58 p.m.

APPROVAL OF APPRAISAL: Upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to authorize Mr. Roland to obtain an appraisal of property in the Nantahala community, with the cost not to exceed \$5,000, and the motion also approves the appropriate budget amendment to take the money for the appraisal from the contingency fund.

ADJOURN: With no other business, at 10:01 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to adjourn.

Derek Roland
Ex Officio Clerk to the Board

Jim Tate
Board Chairman

MACON COUNTY BUDGET AMENDMENT

AMENDMENT #

76

DEPARTMENT

Rec Park

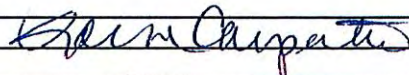
EXPLANATION

Carry forward pathway connecting sidewalk on Bridge No. 22 to the greenway.

ACCOUNT		DESCRIPTION	INCREASE	DECREASE
116120	569506	CAPITAL IMPROVEMENTS		67,500
113850	435132	NCDOT GREENWAY CONNECT 42271.3.2		47,250
113840	417900	FUND BALANCE APPROPRIATED		20,250

REQUESTED BY DEPARTMENT HEAD

RECOMMENDED BY FINANCE OFFICER



APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

10/13/20 meeting

APPROVED & ENTERED ON MINUTES DATED

CLERK

MACON COUNTY BUDGET AMENDMENT

AMENDMENT #

77

DEPARTMENT

Sheriff

EXPLANATION

Carryforward balance of donation for meals.

ACCOUNT		DESCRIPTION	INCREASE	DECREASE
113840	417900	FUND BALANCE APPROPRIATED		708
114310	568300	MEALS		708

REQUESTED BY DEPARTMENT HEAD _____
RECOMMENDED BY FINANCE OFFICER *Heidi Carpath*
APPROVED BY COUNTY MANAGER _____
ACTION BY BOARD OF COMMISSIONERS *10/13/20 meeting*
APPROVED & ENTERED ON MINUTES DATED _____
CLERK _____

DEPARTMENT: HEALTH
 Receiving additional funding for Immunization Action Plan per AA 715 Rev1.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113511-438520	Immunization - State	\$ 14,492.00	
115145-565015	Immunization Action Plan	\$ 14,492.00	

REQUESTED BY DEPARTMENT HEAD Lizeth Mejia

RECOMMENDED BY FINANCE OFFICER Rein Carson

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 10/13/20 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT

AMENDMENT # 79

DEPARTMENT Elections

EXPLANATION Appropriate \$82,571 of CARES Act Funds awarded to the Board of Elections for COVID related election expenses.

ACCOUNT		DESCRIPTION	INCREASE	DECREASE
113850	445717	CARES ACT-SBOE	82,571	
114170	561102	CARES ACT-SBOE	82,571	

REQUESTED BY DEPARTMENT HEAD Melanie D. Thibault
RECOMMENDED BY FINANCE OFFICER Scott Carpenter
APPROVED BY COUNTY MANAGER _____
ACTION BY BOARD OF COMMISSIONERS 10/13/20 meeting
APPROVED & ENTERED ON MINUTES DATED _____
CLERK _____

MACON COUNTY BUDGET AMENDMENT

AMENDMENT # 80
 DEPARTMENT 114375
 EXPLANATION FY20_HSGP_MACON_COUNTY_MOA2040040

ACCOUNT		DESCRIPTION	INCREASE	DECREASE
113850	435526	HOMELAND SECURITY GRANT-HSGP	\$ 140,000.00	
114375	569502	CAPITAL	\$ 70,000.00	
114375	560906	HOMELAND SECURITY GRANT-HSGP	\$ 70,000.00	

REQUESTED BY DEPARTMENT HEAD _____
 RECOMMENDED BY FINANCE OFFICER [Signature]
 APPROVED BY COUNTY MANAGER _____
 ACTION BY BOARD OF COMMISSIONERS 10/13/20 meeting
 APPROVED & ENTERED ON MINUTES DATED _____
 CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 81

FROM: Lindsay Leopard

DEPARTMENT: Sheriff's Office

EXPLANATION: Appropriate K9 donation funds for purchase of K9 and trailer.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113840 – 417900	Fund Balance Appropriated	\$21,083.00	
114310 – 569502	Capital Equipment	\$21,083.00	

REQUESTED BY DEPARTMENT HEAD [Signature]

RECOMMENDED BY FINANCE OFFICER [Signature]

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 10/13/20 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 82

FROM: Lindsay Leopard

DEPARTMENT: Sheriff's Office

EXPLANATION: Appropriate drug buy money that was seized and returned to the County by court order.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113839 - 444300	Miscellaneous Income	\$1,500.00	
114310 - 561000	Drug Buy Money	\$1,500.00	

REQUESTED BY DEPARTMENT HEAD AS

RECOMMENDED BY FINANCE OFFICER [Signature]

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 10/13/20 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 84

DEPARTMENT: HEALTH

EXPLANATION: Need to decrease Appalachian Mtn Comm. Hlth grant for current FY 21. Only should have rolled over amount for July and August 2020 expenses. Decrease expenses and revenues from \$29,966 to \$3402.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115128-555124	Appalachian Mtn Community Hlth Centers		26,564.00
113511-426010	Appalachian Mtn Community Hlth Centers		26,564.00

REQUESTED BY DEPARTMENT HEAD *Krista Wilson* *Shana D. Clark*

RECOMMENDED BY FINANCE OFFICER *Sean Carpenter*

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS *10/13/20 meeting*

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 85

DEPARTMENT: HEALTH

EXPLANATION: Received Year2 grant monies from Appalachian Mountain Community
Hlth Centers. Need to increase budget in expenditures and revenues.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115128-555124	Appalachian Mtn Community Hlth Centers	68,250	
113511-426010	Appalachian Mtn Community Hlth Centers	68,250	

REQUESTED BY DEPARTMENT HEAD *[Signature]* *[Signature]*

RECOMMENDED BY FINANCE OFFICER *[Signature]*

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 10/13/20 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 86

FROM: Lindsay Leopard

DEPARTMENT: Sheriff's Office

EXPLANATION: Calendar Sales Appropriation

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113344-435015	Calendar Sales	\$4,810.00	
114310-556024	Special Fund Expenses	\$4,810.00	

REQUESTED BY DEPARTMENT HEAD *AL*

RECOMMENDED BY FINANCE OFFICER *Laura Canpage*

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS *10/13/20 meeting*

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # 87

Date: 9/16/2020

DEPARTMENT: HEALTH
 Receiving additional funding for WIC Client Services per AA 403 Rev1

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113511-438502	WIC Revenue	\$ 2,508.00	
115152-556806	WIC Client Services	\$ 2,508.00	

REQUESTED BY DEPARTMENT HEAD Karen M. Hala

RECOMMENDED BY FINANCE OFFICER Kevin Carato

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 10/13/20 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

AMENDMENT # 88

FROM: FINANCE

DEPARTMENT: DSS
EXPLANATION: Car insurance settlement

	DESCRIPTION	INCREASE	DECREASE
11-3839-4850-00	Insurance Settlement	\$964	
11-5300-5565-03	Vehicle Repair	\$964	

REQUESTED BY DEPARTMENT HEAD

[Handwritten Signature]

RECOMMENDED BY FINANCE OFFICER

[Handwritten Signature]

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

10/13/20 meeting

APPROVED AND ENTERED ON MINUTES DATED

CLERK

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # 89

DEPARTMENT: HEALTH

EXPLANATION: Need to carry forward unexpended Contributions money to current FY 21.
 Check for FY 21 was deposited to FY 20.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113840-417900	Fund Balance Appropriated	125	
115128-555126	Mountainwise Services - Local	125	

REQUESTED BY DEPARTMENT HEAD *Paul A. [Signature]* *Shana D. Clark*

RECOMMENDED BY FINANCE OFFICER *Devin Campato*

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS *10/13/20 meeting*

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 90

FROM: Robert L Holland

DEPARTMENT: Sheriff
EXPLANATION: Insurance Settlement

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
11-3839-4850-00	Insurance Settlement	\$9,597.00	
11-4310-5565-03	Vehicle Repairs	\$9,597.00	

REQUESTED BY DEPARTMENT HEAD

RECOMMENDED BY FINANCE OFFICER

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

10/13/20 meeting

APPROVED AND ENTERED ON MINUTES DATED

CLERK

Detail Transactions by Group

Effective Date 09/02/20

Abatement

Tax Collections
10/01/20

Group Number REL*20*09

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
9	09/28/20	144281	20A144281	L01	108.00-	0.00	0.00	108.00-	0.00	0.00	R			CLERICA
***			CLARK, ROGER		108.00-	0.00	0.00	108.00-	0.00	0.00	R			CLERICA
2	09/08/20	135462	20A135462.01	G01 F01	183.60- 26.71-	183.60- 26.71-	0.00 0.00	0.00	0.00	0.00	R			
***			DEBASISH, BANERJEE		210.31-	210.31-	0.00	0.00	0.00	0.00	R			CLERICA
8	09/17/20	60750	20A7536109972	G01 F04	93.68- 13.92-	93.68- 13.92-	0.00 0.00	0.00	0.00	0.00	R			
***			ELLIOTT, PHILIP N		107.60-	107.60-	0.00	0.00	0.00	0.00	R			CLERICA
6	09/14/20	133876	20A7506300529	G01 F01	665.06- 96.73-	665.06- 96.73-	0.00 0.00	0.00	0.00	0.00	R			
***			FEITSHANS, STEPHEN H.		761.79-	761.79-	0.00	0.00	0.00	0.00	R			CLERICA
5	09/11/20	144377	20A7523803319	G01 F04	337.34- 51.82-	337.34- 51.82-	0.00 0.00	0.00	0.00	0.00	R			
***			LADNER, LESLIE ATWATER		389.16-	389.16-	0.00	0.00	0.00	0.00	R			CLERICA
7	09/16/20	140528	20A6527150579	G01 F09	168.61- 31.77-	168.61- 31.77-	0.00 0.00	0.00	0.00	0.00	R			
***			LEAMON, DAVID L		200.38-	200.38-	0.00	0.00	0.00	0.00	R			CLERICA
1	09/02/20	45699	20A45699.01	G01 F01	7.67- 1.11-	7.67- 1.11-	0.00 0.00	0.00	0.00	0.00	R			
***			MARTIN, MICHAEL JOHN		8.78-	8.78-	0.00	0.00	0.00	0.00	R			CLERICA
4	09/10/20	102945	20A6593826247	G01 F02	169.33- 36.24-	169.33- 36.24-	0.00 0.00	0.00	0.00	0.00	R			
***			MERLINO, JAYNE J		205.57-	205.57-	0.00	0.00	0.00	0.00	R			CLERICA
3	09/09/20	126607	20A126607	L01	108.00-	0.00	0.00	108.00-	0.00	0.00	R			
***			OSBORNE, JOHN		108.00-	0.00	0.00	108.00-	0.00	0.00	R			CLERICA
10	09/28/20	111477	20A111477.07	G01 F03	30.40- 5.56-	27.64- 5.05-	2.76- 0.51-	0.00	0.00	0.00	R			
***			SWIFTWATER STABLES LLC		35.96-	32.69-	3.27-	0.00	0.00	0.00	R			CLERICA

Detail Transactions by Group

Tax Collections
10/01/20

Effective Date 09/02/20

Abatement

Group Number REL*20*09

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
Tax Code Totals														
				F01*20- FR FIRE	124.55-	124.55-	0.00	0.00	0.00	0.00				
				F02*20- CL CH FR	36.24-	36.24-	0.00	0.00	0.00	0.00				
				F03*20- OTTO FR	5.56-	5.05-	0.51-	0.00	0.00	0.00				
				F04*20- CULL FR	65.74-	65.74-	0.00	0.00	0.00	0.00				
				F09*20- NANT FR	31.77-	31.77-	0.00	0.00	0.00	0.00				
				G01*20- GEN TAX	1655.69-	1652.93-	2.76-	0.00	0.00	0.00				
				L01*20- RES FEE	216.00-	0.00	0.00	216.00-	0.00	0.00				
Total for Group					2135.55-	1916.28-	3.27-	216.00-	0.00	0.00				
REL*20*09														

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

A 2135.55- 0.00

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



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

TO: Macon County Board of Commissioners
FROM: Teresa McDowell
Macon County Tax Collections Supervisor
RE: Settlement Report for 2019 Taxes
DATE: October 4, 2020

Each year North Carolina General Statute §105-373 dictates that a series of reports be made available to the Macon County Commissioners as a part of the annual settlement for the Tax Collector. The reports that are attached are identified as follows:

1. A summary of the collection practices and remedies employed by the tax collector.
2. A financial report for the most recent fiscal year's taxes that balances all of the amounts charged to the tax collector for collection, including taxes, discoveries, penalties, fees and interest, against the amounts actually collected. (Settlement Report)
3. A sworn statement that states that diligent effort has been made by the Collector to collect any taxes due by reasonable means available for collection procedures.
4. A list of delinquent property taxes from the most recent year owed by taxpayers who own real property in the jurisdiction. This list is further identified as the same list that was provided as the advertising list for publication in the local paper. **Please note that this list was generated in May of 2020 for advertisement purposes, and many of the accounts on this list have been paid in full at this time. This list is on file in the Macon County Tax Collector's Office and will be provided if needed.**
5. A list of delinquent property taxes from the most recent fiscal year owed by taxpayers who do not own real property in the jurisdiction (personal property.) **This list is on file in the Macon County Tax Collector's Office and will be provided if needed.**

Settlement for Current Taxes for
Fiscal Year 2019 - 2020
General Taxes G01*19

Charges:

Original Levy	28,226,951.61
Discovery Levy	114,749.97
Corporate Utility Levy	634,535.08
Interest	<u>58,664.81</u>
	29,034,901.47

Credits:


Deposits	-28,721,012.42
Releases	-17,074.37
Refunds	150,268.36
Write-Offs	-1,239.70
Misc Debits/Credits	33,610.51
Uncollected	<u>-479,453.85</u>
	-29,034,901.47

Collection percentage for 2019 general taxes 98.35%



Teresa McDowell
Tax Collections Supervisor

SWORN TO AND SUBSCRIBED BEFORE ME, this 5th day of October, 2020



Notary Public

My Commission Expires:

September 24, 2025

TO: Macon County Board of Commissioners
FROM: Teresa McDowell
Tax Collections Supervisor
DATE: October 5, 2020

In accordance with N.C.G.S. §105-373(a) (1), I respectfully submit the following Statement:

The following lists are on file and available for review in the Tax Collections Office. (1) a list of the persons owning real property whose taxes for 2019 remain unpaid, along with the principal amount owed by each person (the advertisement list which was developed and made available in May, 2020); and (2) a list of the persons not owning real property whose personal property taxes for 2019 remain unpaid, along with the principal amount owed by each person.

In compliance with N.C.G.S. §105-373(a) (3), a report entitled "Macon County Settlement Report-2019 setting forth my full settlement for all taxes in my hands for collection of the 2019 taxes, as well as any delinquent taxes owed will be provided.

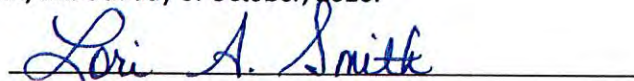
Further, I hereby certify that I have made diligent efforts to collect the taxes due from the persons listed in such a manner that is reasonably necessary.

Respectfully submitted,



Teresa McDowell, Tax Collections Supervisor

SWORN TO AND SUBSCRIBED BEFORE ME, this 5th day of October, 2020.



Notary Public

My Commission Expires:

September 24, 2025

DATE: October 4, 2020
TO: MACON COUNTY COMMISSIONERS
FROM: Macon County Tax Collector's Office
Teresa McDowell, Tax Collections Supervisor
RE: Relief of the Taxing Unit for Collection of Real Estate Taxes that are Ten Years Past Due

Dear Commissioners:

It is the practice in North Carolina that the tax collections staff be relieved of collecting any tax accounts that are a minimum of ten (10) years old. This procedure is allowed under North Carolina General Statute §105-378.

Based on this statute, I am asking the Commissioners to only charge this office with the collection of taxes that are ten (10) years delinquent.

2009: \$30,565.02

Thank you and please contact my office if you should have any questions.

Respectfully,



Teresa McDowell

MACON COUNTY
Tax Collection Procedures
10/4/2020

TAX COLLECTIONS:

The Tax Collections Office staff consists of a Tax Collection Supervisor, and two (2) Deputy Tax Collectors, all of whom are certified through the North Carolina Association of Tax Collectors. The collection procedure involves processing payments through checks, cash and electronic payments. Property owners may pay their taxes through the mail, phone- based transactions, on-line, in person and through a secure drop-off box located in front of the annex building. Many accounts are also paid through an electronic process utilized by escrow companies, service companies and by Auto-Agent, which is a software program that mortgage/escrow companies utilize in order to eliminate 98% of refunds.

The collections office staff utilizes diligent effort to collect both the current year taxes and any delinquent taxes. Collection of the current year taxes involves the processes as mentioned above as well as a lockbox service which is provided through the Wells Fargo bank. This service involves Wells Fargo staff electronically processing payments, with a report provided to the office staff daily, with payments processed and balanced by the collections staff on the same day. Also, this staff works closely with escrow companies, service companies, and Auto-Agent to electronically process payments that are forwarded each year. As always, we process payments on-site, and service many property owners who pay directly through our office.

We have increased the use of enforced collections through this office in recent years. Enforced collections involve processes utilized to collect delinquent taxes. These processes include: garnishment of bank accounts, garnishment of Department of Revenue returns, garnishment of rents or other dollars held by a third party, and as a last resort, the foreclosure process. Unfortunately, during 2020, enforced collections were not utilized as much as they have been in previous years based on the onset of the COVID-19 pandemic.

The collections office staff is involved in the installation of new software at the present time. Our new process should "go live" on November 1, 2020. The new software was chosen through a committee which included tax collections staff, tax appraisal staff, and the IT department. The provider is Bi-Tek. We are excited in that this software is going to successfully meet our needs and provide a more organized approach in processing delinquent taxes.

As noted above, the foreclosure process is now utilized in this office with successful results. We contract with attorney Kelly Ball, of Ridenour & Goss to handle our foreclosures. The mortgage style foreclosure process is utilized, resulting in a much more efficient process, with attorney involvement throughout. This process is initiated with a demand letter for payment, which regularly results in payment without any other part of the process being utilized. In my opinion, the inclusion of this process is necessary to insure that the tax collections rate is kept at the maximum amount achievable.

Prior to enforced collections being utilized, a property owner is notified by billings in July of each year, second notices which are mailed in January of each year, advertisement in the newspaper which is scheduled for March (Advertisement took place in May of 2020, a delay caused by the COVID 19 pandemic) of each year, and various other communications which are mailed directly from this office.

Processes for payment also include pre-payments, which allow a property owner to divide his or her tax bill into twelve (12) "pre-payments" prior to the bill being issued or partial payments after the bills are issued and prior to the delinquency date.

Processing and balancing of fund collection reports are issued to the finance office on a daily, monthly, and yearly basis.

The increase in the use of enforced collections and other collection procedures has resulted in the tax collection rate being over 98% or over the last three (3) years, with the 2019 collection rate being 98.35%.



**MACON COUNTY TAX OFFICE
5 WEST MAIN STREET
FRANKLIN, NC 28734**

MEMORANDUM

TO: Macon County Board of County Commissioners
FROM: Abby Braswell, Macon County Tax Administrator
cc: Derek Roland, Mike Decker
Date: October 5, 2020
Re: Refund of Taxes for 512 Cowee Creek Rd.

A refund was requested by Phil Scruggs for the 2019 taxes on the old house at 512 Cowee Creek Rd. On September 10, 2018 a fire destroyed the house at 512 Cowee Creek Rd. This dwelling was not removed from the tax rolls for 2019 and the taxes were paid.

N.C.G.S 105-381 (a)(1)a. state a valid defense for refund shall include:

A. a tax imposed through clerical error. B. An illegal tax C. A tax levied for an illegal purpose. I do not believe this is a clerical error since North Carolina Courts have ruled that clerical errors only apply to a transcription error. I believe this is an illegal tax since it was a tax on a structure that was not there as of January 1, 2019.

Mr. Scruggs is asking for a \$96 as his refund but the total refund for the house is \$354.03. This includes general tax, fire fee, landfill fee and interest.

Please consider my recommendation that the amount of \$354.03 be refunded based on the fact that the house was not there as of January 1, 2019 and that tax levied was an illegal tax.

Thank you for your consideration.

Abby Braswell
Macon County Tax Administrator

Phil Scruggs
 6588614640
 514 Cowee Creek Rd
 Acct: 24972

Year Code	Interest	1 Year	B/C	Days	D X E =	Amount	F X G =	Total
2020g01	0.05	365	0.000137	295	0.040411	340.28 \$	13.75	354.03
	0.05	365	0.000137	295	0.040411	\$	-	0.00
					0	\$	-	0.00
					0	\$	-	0.00
					0	\$	-	0.00
					0	\$	-	0.00
					0	\$	-	0.00
						340.28	13.75	354.03

Real Property Value 50,170
 Tax Rate (General & Fire) 0.004889
 Tax To be refunded 245.2811
 Fire Fee 95
 Tax and Fire Fee 340.2811
 Total Interest (DOR rate) 13.75
 Total tax, fee & interest to be refunded \$354.03

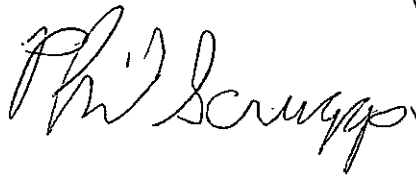
This calculation is for the house at 514 Cowee Creek Rd
 Days- Days since paid bill till week after commissioners meeting.

Scruggs, Phil
 6588614640

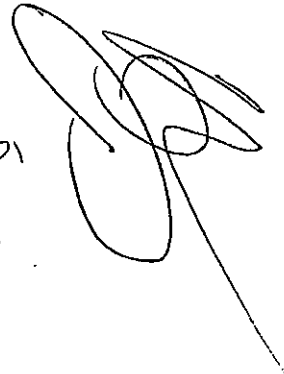
To Whom It May Concern,

In September of 2018 my grandmothers (Leobelle Gibson) house at 514 Cowee Creek Road, Franklin, NC, was struck by lightning and was burnt beyond repair. When I paid the taxes of \$96.00, this year in 2020, for the year 2019, I did not remember that the total included, both the house and the farm property. At this time, I would like to request a reimbursement of \$96.00 from what I paid in taxes for the year 2019.

Thank you,

A handwritten signature in cursive script that reads "Phil Scruggs".

Phil Scruggs, property owner

A large, stylized handwritten signature or mark, possibly a second signature or a large flourish, consisting of several overlapping loops and a long trailing line.



**Cowee Volunteer
Fire/Rescue Inc**
Station: All

Location: 514 COWEE CREEK RD Franklin NC 28734	Incident Type: 111 - Building fire
Lat/Long: N 35° 15' 45.78" W 83° 24' 15.67"	FDID: 05705 Incident #: 2018-138 Exposure ID: 34464128 Exposure #: 0 Incident Date: 09/10/2018 Dispatch Run #: 2018-00031789
Zone: Central Area - Central Area Location Type: 1 - Street address Population Density: Rural	

Report Completed by:	Pendergrass, Dustin Lucas	ID: 1801	Date: 09/16/2018
Report Reviewed by:	Pendergrass, Dustin Lucas	ID: 1801	Date: 09/16/2018
Report Printed by:	Pendergrass, Dustin Lucas	ID: 1801	Date: 5/28/2020 Time: 19:13

Structure Type: Enclosed building	Property Use: 419 - 1 or 2 family dwelling		
Automatic Extinguishment System Present: <input type="checkbox"/>	Detectors Present: <input type="checkbox"/> Cause of Ignition: Act of nature		
Aid Given or Received: Automatic aid received	Primary action taken: 10 - Fire control or extinguishment, other		
Additional actions: 12 - Salvage & overhaul, 86 - Investigate			
Losses	Pre-Incident Values	Civilian Injuries: 0	Fire Service Injuries: 0
Property: \$20,000.00	Property: \$24,370.00	Civilian Fatalities: 0	Fire Service Fatalities: 0
Contents: \$5,000.00	Contents: \$15,000.00	Total Casualties: 0	Total Fire Service Casualties: 0
Total: \$25,000.00	Total: \$39,370.00		
Total # of apparatus on call:	7	Total # of personnel on call:	22

Neighboring Agencies
Agency Name: Burningtown-Iotla Fire/Rescue Agency ID: 05707 Agency Type: Fire
Agency Name: Franklin Fire/Rescue Agency ID: 05702 Agency Type: Fire
Agency Name: Macon County EMS Agency ID: 05752 Agency Type: EMS Mutual Aid

NARRATIVE (2)

Narrative Title: Narrative

Narrative Author: Pendergrass, Dustin

Narrative Date: 09/16/2018 15:12:14

Narrative Apparatus ID: E18-3

Narrative:

1800 UNITS WERE DISPATCHED TO THIS LOCATION IN REFERENCE TO A RESIDENTIAL STRUCTURE FIRE. 1100, 1500, AND SQUAD 4 PROVIDED AUTOMATIC AID. MACON EMS STAGED AND PROVIDED SCENE REHAB.

ENGINE 18 ARRIVED ON SCENE 1ST AND REPORTED SMOKE SHOWING, ADDING THAT THE FIRE WAS THROUGH THE ROOF. TWO (2) 1" 3/4 ATTACK LINES WERE DEPLOYED, ALONG WITH A 2" ATTACK LINE. TWO CREW MEMBERS FROM ENGINE 18 MADE THE INITIAL ATTACK THROUGH THE DOOR ON THE "D" SIDE OF THE HOME. 1802 (L PICKENS) HAD COMMAND. 1850 ARRIVED ON SCENE AND DEPLOYED A SUPPLY LINE TO ENGINE 18. 1853 AND 1851 ARRIVED ON SCENE AT THE SAME TIME. A DRAFT SITE WAS ESTABLISHED AT THE BRIDGE JUST BELOW THE HOME WITH 1853. SUPPLY LINES WERE THEN DEPLOYED FROM 1853 TO 1850.

1801 (D PENDERGRASS) AND MEMBERS FROM 1100 ENTERED AS THE SECONDARY ATTACK CREW, WHILE MEMBERS FROM 1800 AND 1500 PROVIDED R.I.T STANDBY AND EXTERIOR OPERATIONS. ONCE THE FIRE WAS "KNOCKED DOWN", EXTENSIVE SALVAGE AND OVERHAUL OPERATIONS BEGAN.

UPON INTERVIEWING THE CALLER, SHE REPORTED A LARGE LIGHTENING STRIKE IN THIS AREA JUST PRIOR TO SEEING THE SMOKE. BURNT AND CHARRED ELECTRICAL LINES WERE NOTED AT THE "C" "D" CORNER, WHERE THE POWER ENTERED THE HOME. THIS WAS DETERMINED TO BE THE AREA OF ORIGIN WITH LIGHTENING BEING THE CAUSE. THE FIRE SPREAD WAS VERY OBVIOUS FROM THIS POINT INTO THE CEILING AND THEN THROUGHOUT THE ATTIC SPACE.

CREWS FROM 18, 11, AND SQ 4 COMPLETED SALVAGE AND OVERHAUL. ONCE THE FIRE MARSHAL (525-J.TEEM) COMPLETED HIS INVESTIGATION, A LARGE FOAM BLANKET WAS APPLIED TO THE ENTIRE AREA. ONCE COMMAND WAS COMFORTABLE WITH THE OPERATIONS, AUTOMATIC AID WAS RELEASED. 1800 REMAINED ON SCENE FOR SEVERAL MINUTES TO ENSURE THAT THE FIRE WAS COMPLETELY EXTINGUISHED. COMMAND WAS THEN TERMINATED AND ALL UNITS REPORTED BACK TO THE STATIONS.

NARRATIVE (3)

Narrative Title: AUTOMATIC AID

Narrative Author: Pendergrass, Dustin

Narrative Date: 09/16/2018 15:17:16

Narrative Apparatus ID: IMPRT

Narrative:

1151, 1152, 1160

E15, 1554

SQ 4

MEDIC 6

APPARATUS

Fire Controlled Date / Time:		9/10/2018 4:42:00 PM	
Unit	1852	Unit	1853
Type:	Tanker & pumper combination	Type:	Tanker & pumper combination
Use:	Suppression	Use:	Suppression
Response Mode:	Lights and Sirens	Response Mode:	()
# of People	1	# of People	1
Alarm	09 /10/2018 16:04:14	Alarm	09 /10/2018 16:12:08
Dispatched	09 /10/2018 16:08:13	Dispatched	09 /10/2018 16:12:34
Enroute	09 /10/2018 16:08:14	Enroute	09 /10/2018 16:12:35
Arrived	09 /10/2018 16:15:55	Arrived	09 /10/2018 16:16:51
Cancelled	-- /--/-- --:--:--	Cancelled	-- /--/-- --:--:--
Cleared Scene	09 /10/2018 18:22:42	Cleared Scene	09 /10/2018 18:22:42
In Quarters	-- /--/-- --:--:--	In Quarters	-- /--/-- --:--:--
In Service	09 /10/2018 18:22:42	In Service	09 /10/2018 18:22:42
Unit	1851	Unit	1862
Type:	Tanker & pumper combination	Type:	Chief officer car
Use:	Suppression	Use:	Other
Response Mode:	Lights and Sirens	Response Mode:	Lights and Sirens
# of People	2	# of People	2
Alarm	09 /10/2018 16:04:14	Alarm	09 /10/2018 16:04:14
Dispatched	09 /10/2018 16:13:02	Dispatched	09 /10/2018 16:24:35
Enroute	09 /10/2018 16:13:03	Enroute	09 /10/2018 16:24:36
Arrived	09 /10/2018 16:17:01	Arrived	09 /10/2018 16:24:37
Cancelled	-- /--/-- --:--:--	Cancelled	-- /--/-- --:--:--
Cleared Scene	09 /10/2018 18:22:42	Cleared Scene	09 /10/2018 18:22:42
In Quarters	-- /--/-- --:--:--	In Quarters	-- /--/-- --:--:--
In Service	09 /10/2018 18:22:42	In Service	09 /10/2018 18:22:42
Unit	E-18	Unit	1850
Type:	Engine	Type:	Tanker or tender
Use:	Suppression	Use:	Suppression
Response Mode:	Lights and Sirens	Response Mode:	Lights and Sirens
# of People	4	# of People	1
Alarm	09 /10/2018 16:04:14	Alarm	09 /10/2018 16:04:14
Dispatched	09 /10/2018 16:05:00	Dispatched	09 /10/2018 16:05:00
Enroute	09 /10/2018 16:05:00	Enroute	09 /10/2018 16:06:00
Arrived	09 /10/2018 16:09:00	Arrived	09 /10/2018 16:10:00
Cancelled	-- /--/-- --:--:--	Cancelled	-- /--/-- --:--:--
Cleared Scene	09 /10/2018 18:22:42	Cleared Scene	09 /10/2018 18:22:42
In Quarters	-- /--/-- --:--:--	In Quarters	-- /--/-- --:--:--
In Service	09 /10/2018 18:22:42	In Service	09 /10/2018 18:22:42
Unit	1854		
Type:	Tanker & pumper combination		
Use:	Suppression		
Response Mode:	Lights and Sirens		
# of People	2		
Alarm	09 /10/2018 16:04:14		
Dispatched	09 /10/2018 16:05:00		
Enroute	09 /10/2018 16:15:00		
Arrived	09 /10/2018 16:20:00		
Cancelled	-- /--/-- --:--:--		
Cleared Scene	09 /10/2018 18:22:42		
In Quarters	-- /--/-- --:--:--		
In Service	09 /10/2018 18:22:42		
Number Of People not on apparatus: 9			

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Wall surface: exterior	Heat Source	Lightning discharge
Item First Ignited	Structural member or framing	Fire Is Confined To Object Of Origin	
Type Of Material	Sawn wood, including all finished lumber	Cause Of Ignition	Act of nature
Factor Contributing To Ignition	Storm		
Human Factors Contributing	None		

STRUCTURE FIRE			
Structure Type	Enclosed building	Building Status	Vacant and secured
# Of Stories At Above Grade	1	# Of Stories Below Grade	0
Square Feet	1156	Length	
Width		Floor Of Origin	1
Fire Spread	Confined to building of origin		
Minor Damage	0	Significant Damage	0
Heavy Damage	0	Extreme Damage	1

PEOPLE -- PERSON 1			
Is Owner	False	Business Name	
Telephone Number	828-421-4962	Involvement	Saw the Smoke and Dialed 9-1-1
Name	Frankabelle Scruggs	Date of Birth	
Address	11711 HUCKLEBERRY CREEK RDSYLVA		

PERSONNEL ON CALL			
Name	Personnel Rank	Role(s)	Apparatus
Balmer, William (Bill) John	Firefighter 2		Other
Branson, John	Junior Firefighter		Other
Carpenter, Killian Pierce	2nd-Lieutenant		E-18
Davis, James Merrell	Maintenance Officer		1850
Golding, Bob C	Rescue Captain		Other
Greenwood, Charles Edward	Safety Officer		1853
Johnson, Autumn Mariah	Firefighter 2		E-18
Johnson, Benjamin (Benji) Allen	2nd Assistant Chief		Other
Johnson, Bradsher Lanier	Junior Firefighter		1854
Johnson, Thomas (Tom) Lloyd	Swiftwater Team Leader		1854
Killian, Bryan Stephen	Firefighter		Other
McDonald, Andre T	Firefighter		E-18
McWilliams, Richard (Alan) Alan	Training Officer		1852
Peavy, Chad Robert	Firefighter 2		Other
Pendergrass, Brett Alan	Junior Firefighter		Other
Pendergrass, Brooklynn Monique	1st-Lieutenant		1862
Pendergrass, Dustin Lucas	Chief		1851
Pickens, Larry Henry	1st Assistant Chief		E-18
Price, Joshua Jordan	Fire Captain		1862
Rowland, William (Seth) Seth	1st-Lieutenant		Other
Scruggs, John (Phil) Phil	Safety Officer		Other
Trammel, Eric Dylan	Probationary		1851

Member Making Report (Chief Dustin Lucas Pendergrass): _____

Incident Reviewer (Chief Dustin Lucas Pendergrass): _____

MACON COUNTY MONTHLY
AD VALOREM TAX COLLECTIONS REPORT

Sep-20

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance
General Tax	19761334.9	653466.5	-6470.42	-10.86	20408320.15	-3781516.92	7567.28	4507.19	-3769442.45	16638877.7
Fire Districts	2764008.04	119114.31	-881.56	-1.55	2882239.24	-488649.17	0	736.55	-487912.62	2394326.62
Landfill User Fee	2124548.33	108	-1512	-2.2	2123147.13	-335406.2	0	756	-334650.2	1788491.93
Totals	24649891.3	772688.81	-8863.98	-14.61	25413701.52	-4605572.29	7567.28	5999.74	-4592005.27	20821696.25

Year to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance	Collection Percentage
General Tax	0	29222100.5	-7846.35	-1126.34	29213127.81	-12595887.05	14128.52	7508.42	-12574250.11	16638877.7	43.04
Fire Districts	0	4026603.63	-1064.61	-168.71	4025370.31	-1632174.62	0	1130.93	-1631043.69	2394326.62	40.52
Landfill User Fee	0	2920104	-1512	-6.27	2918585.73	-1131173.8	0	1080	-1130093.8	1788491.93	38.72
Totals	0	36168808.13	-10422.96	-1301.32	36157083.85	-15359235.47	14128.52	9719.35	-15335387.6	20821696.25	42.41

43.04% Collected on 2020 County General Taxes, Late Listing Penalties, Discoveries and Deferred Taxes as of 9/30/2020 as compared to 43.54% Collected on 2019 Taxes as of 9/30/2019

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CLOSED SESSION

MEETING DATE: October 13, 2020

14. The need for a closed session is warranted under NCGS 143.318.11(a)(3) in order to preserve the attorney/client privilege.