

Macon County



MACON COUNTY BOARD OF COMMISSIONERS APRIL 14, 2020 AGENDA

1. Call to order and welcome by Chairman Tate
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearings -- None
6. Public Comment Period (via telephone – instructions can be found on county website under Public Announcements)
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
 - (A) Consultation with Macon County Board of Health regarding selection of new Health Director
 - (B) Update on county's COVID-19 response:
 - (1) Public Health – Kathy McGaha
 - (2) Emergency Management – Warren Cabe
 - (3) Law Enforcement – Sheriff Robbie Holland
 - (4) Administration – County Manager Derek Roland
 - (C) Small Business Administration (SBA) Paycheck Protection Program – Economic Development Director Tommy Jenkins
10. Old Business
 - (A) Discussion regarding placement of sales tax referendum on the November general election ballot – Commissioner Shields
11. New Business
 - (A) Consideration of lease with the Gem & Mineral Society of Franklin, NC – County Attorney Chester Jones

- (B) Consideration of lease with Cowee School Arts and Heritage Center – County Attorney Chester Jones
- (C) Consideration of request from the Town of Franklin regarding new roof for town square gazebo – County Manager Derek Roland
- (D) Application for lottery funds – Finance Director Lori Carpenter
- (E) Request to grant county-paid sick leave to employees affected by COVID-19 prior to enactment of Families First Coronavirus Response Plan – County Manager Derek Roland, Finance Director Lori Carpenter, Human Resources Director Mike Decker

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 (consideration to be tabled until May 12)
- B. Budget Amendments #220-223
- C. Tax Releases – None for March 2020, per Tax Collector Teresa McDowell
- D. Monthly ad valorem tax collection report (no action necessary)

13. Appointments

- (A) Board of Equalization and Review (5 members)

14. Closed session (if necessary)

15. Adjourn/Recess

PUBLIC NOTICE
(for posting on county website)

The Macon County Board of Commissioners will hold its regular meeting on Tuesday, April 14, 2020 at 6 p.m. in the commission boardroom on the third floor of the Macon County Courthouse, located at 5 West Main Street in Franklin, NC.

Due to Gov. Roy Cooper's Executive Order 121 and the current Supplemental Proclamation of State of Emergency for Macon County, North Carolina (Section 4B), "mass gatherings of persons in groups of more than 10 people are prohibited."

With this regulation in place, Macon County will not allow more than 10 people in the commission boardroom at any one time during the meeting. However, as the meeting agenda contains the board's normal monthly public comment period, the county has established a telephone call-in method to receive public comment between 6 p.m. and 6:30 p.m. on the day of the meeting.

Those who wish to make comments to the board during the public comment period may do so by following these steps:

- (1) At the appropriate time, dial 349-2602, and this will connect you to a county switchboard operator. Calls should not be placed until at least 6 p.m. on the day of the meeting.
- (2) The operator will keep a list of calls in the order in which they were received, and will collect information from the caller including the caller's first and last name, address and telephone number.
- (3) The operator will monitor the telephone line to the boardroom, and will transfer the call when appropriate.
- (4) Due to potential call volume, the operator may need to return a call to the person wishing to speak when their turn becomes available.
- (5) For those who desire to do so, a telephone will be available in the hallway outside the commission boardroom for those who wish to physically come to the courthouse. Calls made from this phone will be handled in the same order in which all calls coming into the meeting are received, as there will be no preferential treatment for calls made from this location, nor will these calls go directly to the boardroom.
- (6) As noted, the board has established a period of 30 minutes to accept public comment at this meeting, and this period will be lengthened only at the chairman's discretion.
- (7) Following the public comment period, the board will accept comments and questions via email at the following address: publiccomment@maconnc.org. The board will also set a limit on the amount of time given during the meeting to address these questions/comments.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – REPORTS/PRESENTATIONS

MEETING DATE: APRIL 14, 2020

9A. The board members will have the opportunity to consult with the members of the Macon County Board of Health regarding the selection of the new Health Director. Mr. Jones can provide additional detail regarding this process at the meeting.

9B. The board will receive an update on the county's COVID-19 response from the following individuals:

- Kathy McGaha regarding Public Health
- Warren Cabe regarding Emergency Management
- Sheriff Robert Holland regarding law enforcement issues
- Derek Roland regarding overall county administration

9C. Economic Development Director Tommy Jenkins will provide the board with an overview of the Paycheck Protection Program offered by the U.S. Small Business Administration (SBA). The program is a loan designed to provide a direct incentive for small businesses to keep their workers on the payroll.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – OLD BUSINESS

MEETING DATE: APRIL 14, 2020

10(A). Commissioner Shields has requested time on the agenda to discuss the proposed placement of the ¼-cent sales tax referendum on the upcoming general election ballot.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: APRIL 14, 2020

11(A). Consideration of lease with the Gem & Mineral Society of Franklin, NC. Attached please find the following: (1) public notice of the board's intent to lease the old county jail to the Gem & Mineral Society for a term of five years. (2) a rescission of the current lease agreement approved in January of this year, (3) a resolution leasing the property for a term of five years and (4) a new lease agreement to that effect. Mr. Jones will provide further detail at the meeting.

11(B). Consideration of lease with the Cowee School Arts and Heritage Center. Attached please find the following: (1) public notice of the board's intent to lease the old Cowee School to the Arts and Heritage Center for a term of five years. (2) a rescission of the current lease agreement, (3) a resolution leasing the property for a term of five years and (4) a new lease agreement to that effect. Again, Mr. Jones will provide further detail at the meeting.

11(C). Consideration of a request from the Town of Franklin regarding a new roof for the gazebo on the town square. Mr. Roland will provide more information at the meeting.

11(D) Application for lottery funds. Please see the attached application for the Public School Building Capital Fund requesting \$330,776.72 in funding from the North Carolina Education Lottery. Mrs. Carpenter can provide additional detail if needed.

11(E) Request to grant county-paid sick leave to employees affected by COVID-19 prior to enactment of the Families First Coronavirus Response Act (FFCRA). By way of explanation, attached below is the body of an

email from Human Resources Director Mike Decker to department heads on March 27th outlining this proposal under consideration, as follows:

For the dates of March 16 through March 31, an employee may take up to 40 hours of county-paid sick leave, if needed, for an illness or child care duties related to COVID-19, as outlined in the Families First Coronavirus Response Act (FFCRA)

HOWEVER, implementing this action will require board approval, and the board's next regular meeting is Tuesday, April 14.

Therefore, COVID-19 related leave for the March 16-31 period will need to be taken as either annual or sick, but if this proposal is approved by the commissioners, the time used will be reinstated to the employee's accrual(s) following that board meeting. We will need your help in tracking that used time appropriately. We will also need documentation for the absence, such as a doctor's note.

The FFCRA will take effect April 1, and its provisions will apply going forward:

To determine if the March 16-31 leave time can be reinstated, it will need to meet one of the following criteria:

1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. The employee has been advised by a health care provider to self-quarantine because of COVID-19;
3. The employee is experiencing symptoms of COVID-19 and are seeking a medical diagnosis;
4. The employee is caring for an individual or are advised to quarantine or isolate;
5. The employee is caring for a child whose school or place of care is closed, or whose childcare provider is unavailable, due to COVID-19 precautions; or
6. The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

We can address any questions you might have at the meeting.

PUBLIC NOTICE OF LEASE OF COUNTY PROPERTY

The Macon County Board of Commissioners intends to enter into a lease of the following County-owned property:

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

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

The County intends to lease the property to Gem & Mineral Society of Franklin, N.C., a North Carolina Non-Profit Corporation for a term of five years for the period between May 1, 2020, and the end of April 30, 2025. In consideration of lease, Gem & Mineral Society of Franklin, N.C. will annually pay the following as rent:

- A. It shall as provided in such lease use such real property for public "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352 ("Recreation" means activities that are diversionary in character and aid in promoting entertainment, pleasure, relaxation, instruction, and other physical, mental and cultural development and leisure time experiences) throughout each year of the lease;
- B. It shall as provided for in such lease provide substantial recreational opportunities to the general public at such location in the nature of those which it has heretofore provided at such location and which are consistent with definition of "recreation" as that term is defined in N.C. Gen. Stat. § 160A-352 throughout each year of the lease;
- C. It shall make the leased premises open and available to members of the general public during reasonable days and hours for "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352 for the period between May 1, 2020, and the end of April 30, 2025, and it shall in fact provide substantial provide recreational opportunities to the general public at such location and during such hours throughout each year of the lease;
- D. It agrees to perform its obligations in such lease in a nondiscriminatory fashion

appropriate for public activity and there shall be no discrimination by Sublessee on the basis of race, sex, national origin, religion or otherwise throughout each year of the lease; and

- E. It shall account to Macon County for its uses of resources provided by Lessor to it and for its uses of the leased premises in accordance with A, B, C and D above throughout each year of the lease.

All persons interested in this lease are invited to attend the meeting of the Macon County Board of Commissioners to be held in the Commissioners Board Room, 3rd Floor of the Macon County Courthouse, 5 West Main Street, Franklin, North Carolina 28734, at 6:00 p.m. on Tuesday, April 14, 2020. At that time the Macon County Board of Commissioners intends to authorize such lease of the property described above at its next regularly scheduled meeting at 6:00 p.m. on Tuesday, April 14, 2020.

STATE OF NORTH CAROLINA
COUNTY OF MACON

RESCISSION OF LEASE AGREEMENT

THIS RESCISSION OF LEASE AGREEMENT, made and entered into this the ___ day of April, 2020, by and between Macon County, North Carolina, hereinafter referred to as "Lessor", Gem & Mineral Society of Franklin, N.C., a North Carolina Non-Profit Corporation, hereinafter called the "Lessee."

WITNESSETH:

THAT WHEREAS, the Lessor and the Lessee have entered into a "Lease", for the tract or parcel of land upon which is located the old Macon County Jail Building, including the Sheriff's living quarters, located at 25 Phillips Street, in the Town of Franklin, Macon County, North Carolina; and

WHEREAS, both the Lessor and Lessee desire to completely rescind, cancel and end whatever leasehold agreement that there is between the two of them for the tract or parcel of land upon which is located the old Macon County Jail Building, including the Sheriff's living quarters, located at 25 Phillips Street, in the Town of Franklin, Macon County, North Carolina, and subject to the terms the terms hereof; and

WHEREAS, the Lessor and the Lessee do enter this Rescission of Lease Agreement to effectuate the same.

NOW THEREFORE, the Lessor and the Lessee, for and in consideration of the respective obligations hereinafter set forth, and for the mutual covenants and promises hereinafter provided, agree as follows:

1. That the "Lease" between Gem & Mineral Society of Franklin, N.C., and Macon County dated the 14th day of January, 2020, a copy of which is attached hereto and incorporated herein by reference, is hereby mutually rescinded, cancelled and ended by the parties **effective at the beginning of May 1, 2020**, and neither Lessor nor Lessee shall owe the other any further obligations or monies in connection with any terms or conditions of the same, **except as expressly provided for herein.**
2. That notwithstanding anything to the contrary contained herein, Lessee shall remain responsible for any damages to the leased premises which occurred during Lessee's possession of the leased premises.

3. That the Lessee's obligations under Paragraphs 3, 4, 6, and 12 of said Lease shall expressly survive this Rescission of Lease Agreement.
4. That Lessee hereby releases and forever discharges Lessor, from any and every right, claim or demand which she now has or might otherwise hereafter have against Lessor on account of, connected with, growing out of or tangent to the following matters and things:
 - A. The "Lease", above-referenced; and
 - B. Any and all other claims, legal, equitable or otherwise , if any, that Lessee now has against Lessor including but not limited to claims for damages, claims for court costs, attorney's fees and/or interest.
5. That Lessee does hereby surrender unto Lessor the possession of the premises described in the "Lease", referenced hereinabove together with the keys for the same.

IN TESTIMONY WHEREOF, the Lessor and the Lessee have hereunto set their hands and their seals, in duplicate originals, on of which is retained by each of the parties, the day and year first above written.

Macon County

By: _____
 Chairman of the Macon County
 Board of Commissioners

ATTEST: _____
 Derek Roland, Clerk to the Board

(COUNTY SEAL)

Gem & Mineral Society of Franklin, N.C., a North Carolina
 Non-Profit Corporation

By: _____
 President

ATTEST: _____
 Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF MACON

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of the 14th day of JANUARY, 20 20, by and between COUNTY of MACON, and political subdivision of the State of North Carolina, ("COUNTY"), and GEM & MINERAL SOCIETY OF FRANKLIN, N.C., a North Carolina non-profit corporation with its principal place of business being in the Town of Franklin, Macon County, North Carolina, ("GEM & MINERAL SOCIETY OF FRANKLIN, N.C.,").

WITNESSETH:

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

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

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

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

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

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

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

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

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

The terms and conditions of this Agreement are as follows:

1. The term of this Lease shall begin as of the 9th day of January, 2020, and unless sooner terminated as hereinafter provided, shall continue through and including the 8th day of January, 2021.
2. As rental for the Premises, the GEM & MINERAL SOCIETY OF FRANKLIN, N.C. shall pay unto the COUNTY an annual rental of Ten Dollars (\$10.00), the same to be payable in advance upon the execution hereof.

3. The GEM & MINERAL SOCIETY OF FRANKLIN, N.C., shall have the right and shall be obligated to perform at its sole cost, all repairs to the interior of said building, and the roof thereof, as shall be required to keep the same in a safe and usable condition.
4. The GEM & MINERAL SOCIETY OF FRANKLIN, N.C., shall, at its sole cost and expense, provide all maintenance necessary to maintain the leased Premises and all portions thereof in good, same and attractive condition.
5. The GEM & MINERAL SOCIETY OF FRANKLIN, N.C., shall make no structural changes or alterations to exterior of the improvements upon the Premises without the prior written approval of the COUNTY.
6. The GEM & MINERAL SOCIETY OF FRANKLIN, N.C., shall, at its sole cost and expense, further make all improvements which may be required to insure that the Premises comply with all governmental requirements, including but not limited to the Americans with Disabilities Act.
7. Neither all nor any portion of the leased Premises shall be sub-leased without the prior written approval of the COUNTY.
8. The GEM & MINERAL SOCIETY OF FRANKLIN, N.C., as a part of the consideration hereof, expressly agrees to maintain its present level of services to the citizens of Macon County and the Public, in general, all without charge or fee, unless prior written approval to a change thereof shall first have been obtained from the COUNTY.
9. The GEM & MINERAL SOCIETY OF FRANKLIN, N.C., shall pay all charges for the furnishings of utilities to the leased Premises, the charges therefor to be billed to the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., and in no way billed or charged to the COUNTY.
10. The COUNTY shall not be liable for any damage to property of the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., or property of other parties, or for damage to persons, whether employees or customers, having property upon or being upon the leased Premises, nor for the loss of or damage to any property or person, by theft or otherwise. The COUNTY shall not be liable for any injury or damage to the demised Premises, persons or property resulting from fire, explosion, deficiency in the structure or any other cause of whatsoever nature; and the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., agrees to save the COUNTY harmless from all claims for damages to person or property occurring in or on the leased Premises; nor shall the COUNTY be liable for any such damage caused by other persons in or upon the leased Premises or caused by operation in construction of any private, public or quasi-public works; nor shall the COUNTY be liable for any latent defects in the demised Premises. During the term of this Lease, the respective parties may carry such fire, liability and extended coverage for the benefit of both parties, with minimum limits of \$100,000.00 - \$300,000.00, and shall carry landlord-tenant standard fire and extended coverage insurance, in the maximum insurable value of the improvements upon the Premises. All proceeds from the respective insurance policies other than those required to be carried

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

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

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

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

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

As to the COUNTY:

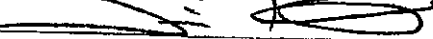
County of Macon
Attn: County Manager
5 West Main Street, Courthouse Annex
Franklin, NC 28734

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

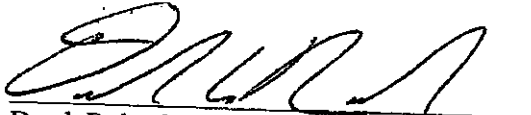
Gem & Mineral Society of Franklin, N.C.
25 Phillips Street
Franklin, NC 28734

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

COUNTY OF MACON

By: 
James Tate
Chairman, Board of Commissioners

ATTEST:

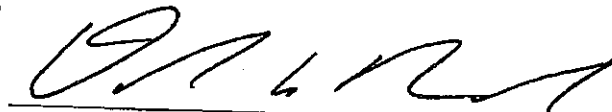

Derek Roland,
Clerk to the Board, Ex Officio

(CORPORATE SEAL)

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

By: 
Jane J. Morgan
President

ATTEST:


Secretary

(CORPORATE SEAL)

NORTH CAROLINA
MACON COUNTY

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

Witness my hand and official seal, this the 17th day of January, 2020.

(OFFICIAL SEAL)

Lori A. Smith
Lori A. Smith, Notary Public
Printed Name of Notary
My Commission Expires: September 20, 2020

NORTH CAROLINA
MACON COUNTY

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

Witness my hand and official seal, this the 17th day of January, 2020.

(OFFICIAL SEAL)

Lori A. Smith
Lori A. Smith, Notary Public
Printed Name of Notary
My Commission Expires: September 20, 2020

RESOLUTION LEASING PROPERTY FOR A TERM OF FIVE YEARS

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

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

WHEREAS, the County and the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., have agreed upon a lease, under which the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., will lease the County's property for a term of five (5) years, beginning at the beginning of May 1, 2020; and

WHEREAS, Macon County will not have a need for the real property described in the Lease to the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., a copy of which is attached hereto and incorporated herein by reference for and during the term of such lease and does hereby declare the same to be surplus property; and

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

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

1. That the Board of Commissioners hereby approves the lease of the county property described above to the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., for five (5) years, a copy of which is attached hereto.
2. That Macon County will not have a need for the real property described in the Lease to the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., a copy of which is attached hereto and incorporated herein by reference for and during the term of such lease and does hereby declare the same to be surplus property; and
3. That the Board of Commissioners hereby directs the appropriate County employees to execute any instruments necessary to the lease.

ADOPTED this the 14th day of April, 2020.

COUNTY OF MACON

James Tate, Chairman
Board of Commissioners

ATTEST:

Derek Roland, Clerk to the Board

**STATE OF NORTH CAROLINA
COUNTY OF MACON**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of the ___ day of April, 2020, by and between **COUNTY of MACON**, and political subdivision of the State of North Carolina, (“**COUNTY**”), and **GEM & MINERAL SOCIETY OF FRANKLIN, N.C.**, a North Carolina non-profit corporation with its principal place of business being in the Town of Franklin, Macon County, North Carolina, (“**GEM & MINERAL SOCIETY OF FRANKLIN, N.C.,** ”).

WITNESSETH:

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

WHEREAS, the **GEM & MINERAL SOCIETY OF FRANKLIN, N.C.**, has previously rented the Premises for a term of five (5) years, during which major improvements to the building were made, and has agreed to maintain the Premises in a good condition and to provide for the public, free of charge, gem and mineral and Indian artifact displays; and

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

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

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

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

NOW, THEREFORE, for and in consideration of the matters and things to be performed by the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., hereinafter enumerated, the COUNTY does hereby let and lease unto the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., and the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., does hereby rent and take from the COUNTY, the following described property, to-wit:

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

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

The terms and conditions of this Agreement are as follows:

1. The term of this Lease shall begin as of the beginning of May 1, 2020, and unless sooner terminated as hereinafter provided, shall continue through and including the April 30, 2025

2. As rental for the Leased Premises, the GEM & MINERAL SOCIETY OF FRANKLIN, N.C. shall pay unto the COUNTY an annual rental of Ten Dollars (\$10.00), the same to be payable in advance upon the execution hereof. In addition, Gem & Mineral Society of Franklin, N.C. will annually pay the following as additional rent:

A. The Leased Premises shall be used for public "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352 ("Recreation" means activities that are diversionary in character and

aid in promoting entertainment, pleasure, relaxation, instruction, and other physical, mental and cultural development and leisure time experiences) throughout each year of the lease;

B. It shall provide substantial recreational opportunities to the general public at such location in the nature of those which it has heretofore provided at such location and which are consistent with definition of "recreation" as that term is defined in N.C. Gen. Stat. § 160A-352 throughout each year of the lease;

C. It shall make the leased premises open and available to members of the general public during reasonable days and hours for "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352 for the period between May 1, 2020, and the end of April 30, 2025, and it shall in fact provide substantial provide recreational opportunities to the general public at such location and during such hours throughout each year of the lease;

D. It agrees to perform its obligations in such lease in a nondiscriminatory fashion appropriate for public activity and there shall be no discrimination by Sublessee on the basis of race, sex, national origin, religion or otherwise throughout each year of the lease; and

E. It shall account to Macon County for its uses of resources provided by Lessor to it and for its uses of the leased premises in accordance with A, B, C and D above throughout each year of the lease.

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

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

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

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

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

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

9. The COUNTY shall not be liable for any damage to property of the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., or property of other parties, or for damage to persons, whether employees or customers, having property upon or being upon the leased Premises, nor for the loss of or damage to any property or person, by theft or otherwise. The COUNTY shall not be liable for any injury or damage to the demised Premises, persons or property resulting from fire, explosion, deficiency in the structure or any other cause of whatsoever nature; and the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., agrees to save the COUNTY harmless from all claims for damages to person or property occurring in or on the leased Premises; nor shall the COUNTY be liable for any such damage caused by other persons in or upon the leased Premises or caused by operation in construction of any private, public or quasi-public works; nor shall the COUNTY be liable for any latent defects in the demised Premises. During the term of this Lease, the respective parties may carry such fire, liability and extended coverage for the benefit of both parties, with minimum limits of \$100,000.00 - \$300,000.00, and shall carry landlord-tenant standard fire and extended coverage insurance, in the maximum insurable value of the improvements upon the Premises. All proceeds from the respective insurance policies other than those required to be carried by the GEM & MINERAL SOCIETY OF FRANKLIN, N.C., (in the event of loss) shall be payable to the owner thereof, without claim of or by the other party or its insurer.

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

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

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

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

As to the COUNTY:

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

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

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

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

COUNTY OF MACON

By: _____
James Tate
Chairman, Board of Commissioners

ATTEST:

(CORPORATE SEAL)

Derek Roland,
Clerk to the Board, Ex Officio

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

By: _____
President

ATTEST:

(CORPORATE SEAL)

Secretary

NORTH CAROLINA
MACON COUNTY

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

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

(OFFICIAL SEAL)

_____, Notary Public

Printed Name of Notary

My Commission Expires: _____

NORTH CAROLINA
MACON COUNTY

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

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

(OFFICIAL SEAL)

_____, Notary Public

Printed Name of Notary

My Commission Expires: _____

PUBLIC NOTICE OF LEASE OF COUNTY PROPERTY

The Macon County Board of Commissioners intends to enter into a lease of the following County-owned property:

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

The County intends to lease the property to Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation for a term of five years for the period between May 1, 2020, and the end of April 30, 2025. In consideration of lease, Cowee School Arts and Heritage Center will annually pay the following as rent:

- A. It shall as provided in such lease use a substantial part of such real property for public "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352 ("Recreation" means activities that are diversionary in character and aid in promoting entertainment, pleasure, relaxation, instruction, and other physical, mental and cultural development and leisure time experiences) throughout each year of the lease;
- B. It shall as provided for in such lease provide substantial recreational opportunities to the general public at such location in the nature of those which it has heretofore provided at such location and which are consistent with definition of "recreation" as that term is defined in N.C. Gen. Stat. § 160A-352 throughout each year of the lease;
- C. It shall make the Old Cowee School open and available to members of the general public during reasonable days and hours for "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352 for the period between May 1, 2020, and the end of April 30, 2025, and it shall in fact provide substantial provide recreational opportunities to the general public at such location and during such hours throughout each year of the lease;
- D. It agrees to perform its obligations in such lease in a nondiscriminatory fashion appropriate for public activity and there shall be no discrimination by Sublessee on the basis of race, sex, national origin, religion or otherwise throughout each year of the lease; and
- E. It shall account to Macon County for its uses of resources provided by Lessor to it and for its uses of the leased premises in accordance with A, B, C and D above throughout each year of the lease.

All persons interested in this lease are invited to attend the meeting of the Macon County Board of Commissioners to be held in the Commissioners Board Room, 3rd Floor of the Macon County Courthouse, 5 West Main Street, Franklin, North Carolina 28734, at 6:00 p.m. on Tuesday, April 14, 2020. At that time the Macon County Board of Commissioners intends to

authorize such lease of the property described above at its next regularly scheduled meeting at 6:00 p.m. on Tuesday, April 14, 2020.

STATE OF NORTH CAROLINA
COUNTY OF MACON

RESCISSION OF LEASE AGREEMENT

THIS RESCISSION OF LEASE AGREEMENT, made and entered into this the ___ day of April, 2020, by and between Macon County, North Carolina, hereinafter referred to as "Lessor", Cowee School Arts and Heritage Center, a North Carolina Non-Profit Corporation, hereinafter called the "Lessee."

WITNESSETH:

THAT WHEREAS, the Lessor and the Lessee have entered into a "Lease", for the tract or parcel of land upon which is located the Old Cowee School, located at 51 Cowee School Drive, Franklin, NC 28734 and being the lands described in the Deed dated January 9, 2013, from Macon County Board of Education to Macon County recorded in Book J-35, at Pages 2206 - 2207, in the Office of the Register of Deeds for Macon County, North Carolina; and

WHEREAS, both the Lessor and Lessee desire to completely rescind, cancel and end whatever leasehold agreement that there is between the two of them for the tract or parcel of land upon which is located the Old Cowee School, located at 51 Cowee School Drive, Franklin, NC 28734 and being the lands described in the Deed dated January 9, 2013, from Macon County Board of Education to Macon County recorded in Book J-35, at Pages 2206 - 2207, in the Office of the Register of Deeds for Macon County, North Carolina, and subject to the terms the terms hereof; and

WHEREAS, the Lessor and the Lessee do enter this Rescission of Lease Agreement to effectuate the same.

NOW THEREFORE, the Lessor and the Lessee, for and in consideration of the respective obligations hereinafter set forth, and for the mutual covenants and promises hereinafter provided, agree as follows:

1. That the "Lease" between Cowee School Arts and Heritage Center, and Macon County dated the January 1, 2020, a copy of which is attached hereto and incorporated herein by reference, is hereby mutually rescinded, cancelled and ended by the parties **effective at the beginning of May 1, 2020**, and neither Lessor nor Lessee shall owe the other any further obligations or monies in connection with any terms or conditions of the same, **except as expressly provided for herein.**
2. That notwithstanding anything to the contrary contained herein, Lessee shall remain

responsible for any damages to the leased premises which occurred during Lessee's possession of the leased premises.

3. That the Lessee's obligations under Paragraphs 6 (and all subparagraphs thereof), 9, 10 and 11 of said Lease shall expressly survive this Rescission of Lease Agreement.
4. That Lessee hereby releases and forever discharges Lessor, from any and every right, claim or demand which she now has or might otherwise hereafter have against Lessor on account of, connected with, growing out of or tangent to the following matters and things:
 - A. The "Lease", above-referenced; and
 - B. Any and all other claims, legal, equitable or otherwise , if any, that Lessee now has against Lessor including but not limited to claims for damages, claims for court costs, attorney's fees and/or interest.
5. That Lessee does hereby surrender unto Lessor the possession of the premises described in the "Lease", referenced hereinabove together with the keys for the same.

IN TESTIMONY WHEREOF, the Lessor and the Lessee have hereunto set their hands and their seals, in duplicate originals, on of which is retained by each of the parties, the day and year first above written.

Macon County

By: _____
Chairman of the Macon County
Board of Commissioners

ATTEST: _____
Derek Roland, Clerk to the Board

(COUNTY SEAL)

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

By: _____
President

ATTEST: _____
Secretary

(CORPORATE SEAL)

**NORTH CAROLINA
MACON COUNTY**

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

This lease is made this 1st day of January, 2020, by and between MACON COUNTY, a body corporate and politic organized and existing under the laws of the State of North Carolina, hereinafter called the "Lessor," and COWEE SCHOOL ARTS AND HERITAGE CENTER, a North Carolina Non-Profit Corporation, located in Macon County, North Carolina, hereinafter called the "Tenant."

WITNESSETH:

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

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

; and

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

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

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

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

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

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

WHEREAS Macon County does reserve the right to appropriate and provide funds to COWEE SCHOOL ARTS AND HERITAGE CENTER, a North Carolina Non-Profit Corporation, within its discretion and in accordance with the provisions of N.C. Gen. Stat. § 153A-449 to further assist in carrying out the public purpose of providing recreation opportunities to the general public upon such real property.

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

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

(2) *Term.* Subject to the terms below, this lease shall commence January 1, 2020, and shall continue for a term expiring at the end of December 31, 2020.

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

- A. It shall as provided for hereinafter use a substantial part of such real property for public "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352;
- B. It shall as provided for hereinafter provide substantial recreational opportunities to the general public at such location in the nature of those which it has heretofore provided at such location and which are consistent with definition of "recreation"

as that term is defined in N.C. Gen. Stat. § 160A-352;

- C. Tenant agrees to make the Old Cowee School open and available to members of the general public during reasonable days and hours for "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352 for the period between January 1, 2020, and the end of December 31, 2020, and it shall in fact provide substantial provide recreational opportunities to the general public at such location and during such hours;
- D. Tenant agrees to to perform its obligations hereunder in a nondiscriminatory fashion appropriate for public activity and there shall be no discrimination by Sublessee on the basis of race, sex, national origin, religion or otherwise; and
- E. COWEE SCHOOL ARTS AND HERITAGE CENTER, a North Carolina Non-Profit Corporation, shall account to Macon County for its uses of resources provided by Lessor to it and for its uses of the leased premises in accordance with paragraph 3 A, B and C above.

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

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

- A. E-Verification. Sublessee shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Sublessee utilizes a subcontractor, Sublessee shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes;
- B. Sublessee agrees to fully cooperate with Sublessor in connection with Sublessor's contractual obligation under its Lease Agreement with Macon County as aforesaid to make the Old Cowee School open and available to members of the general public during reasonable days and hours for recreation as that term is defined by N.C. Gen. Stat. § 160A-352 for the period between January 1, 2020, and the end of December 31, 2020, and it shall cooperate with Sublessor's efforts to provide recreational opportunities to the general public at such location; and
- C. Sublessee acknowledges and agrees to fully cooperate with Sublessor in connection with Sublessor's obligation under its Lease Agreement with Macon

County as aforesaid to perform its obligations hereunder in a nondiscriminatory fashion appropriate for public activity and there shall be no discrimination by Sublessee on the basis of race, sex, national origin, religion or otherwise.

(6) Repairs and Maintenance.

Lessor's sole maintenance and repair obligations of the Lease Premises shall be as follows:

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

Except as provided for hereinabove, Tenant shall be responsible for any and all other maintenance and repairs of the Sublease Premises. Tenant agrees to accept the premises in their present condition and to maintain the interior components of the portion of the premises leased to Tenant in a good state of repair during the term of this lease not set forth as part of the Lessor's obligations hereinabove. At termination, Tenant shall surrender the premises to the Lessor in as good condition as they now are, except for ordinary wear and tear incident to the use of the premises.

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

(8) Utilities. Lessor will provide utilities for the leased premises.

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

(10) Indemnification. Tenant shall indemnify Lessor and hold it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury or damage to property occurring in or about, or arising out of, the leased

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

(11) Environmental Matters. With respect to any pollutants, contaminants, chemicals, or industrial, toxic or hazardous substance or material defined as such in, or for purposes of, all applicable environmental laws, rules, regulations and ordinances now or hereafter in effect ("Environmental Laws"), including without limitation, any waste constituents coming within the definition or list of hazardous substances in 40 C.F.R. §§ 261.1 through 261.33 ("Hazardous Material"), the Tenant represents, warrants and covenants that it will indemnify and hold Lessor harmless from and against any and all losses, liabilities, damages, injuries, interest, deficiencies, fines, penalties, costs, expenses, attorneys' fees, disbursements, and costs of investigation and clean-up, including without limitation, claims, suits, and proceedings by federal, state, or local government authorities with respect to, or as a direct or indirect result of (i) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or releasing from, the property of any Hazardous Material, if such occurs during the term of the lease, (ii) any other environmental pollution, including without limitation, any contaminant, waste, irritant or pollutant, discharged into or otherwise contained in the environment at or adjacent to the property if such occurs during the term of the lease, (iii) non-compliance relating to the Tenant's business or the property with any Environmental Law or any other federal, state or local statute, law, ordinance, rule, regulation, order or decree, or (iv) the inaccuracy, misrepresentation or violation or default of or under any matter set forth in this section unless any such loss, liability, damage, injury or the like is directly caused by negligent acts of the Lessor. In addition, the Tenant shall at all times keep on file with the Macon County Fire Marshall a list of any of the materials, substances, or chemicals described in this paragraph and stored or kept on the leased premises.

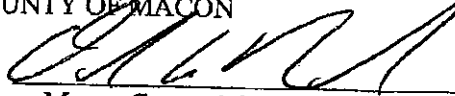
(12) Incidents of Default. Each and every term of this lease is a material part of this lease and continuation of the lease is conditioned on the parties' adherence to its terms. The breach or threatened breach of any of the lease terms by the Tenant shall be deemed an incident of default. A declaration of insolvency or the filing of a petition of bankruptcy by the Tenant shall also be deemed an incident of default. In the event Tenant defaults as defined in this paragraph, Lessor may declare the lease terminated and retake possession of the premises upon allowing Tenant a reasonable time to vacate the premises and remove its personal property from the premises.

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

In testimony whereof, the parties have signed this lease on the date first written above in duplicate originals, one of which is retained by each of the parties.

COUNTY OF MACON

By:



Macon County Manager

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


By:

Authorized Representative

PRE-AUDIT CERTIFICATE

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

This the 10th day of Dec, 2019.



Macon County Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF MACON

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

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

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

WHEREAS, Macon County desires to declare the same to be surplus and authorize the entry of the Lease to Cowee School Arts and Heritage Center, a copy of which is attached hereto, for the period of five years from the beginning of May 1, 2020; and

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

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

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

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

RESOLVED, that Macon County does hereby authorize the entry into the Lease to Cowee School Arts and Heritage Center, a copy of which is attached hereto and incorporated herein by reference, for the period of five years from the beginning of May 1, 2020, through the end of April 30, 2025; and

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

Adopted at the April 14, 2020, Regular Meeting of the Macon County Board of Commissioners.

James Tate, Chairman
Macon County Board of County Commissioners

ATTEST:

Derek Roland, Macon County Manager
and Clerk to the Board

(Official Seal)

**NORTH CAROLINA
MACON COUNTY**

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

This lease is made this ___ day of April, 2020, by and between MACON COUNTY, a body corporate and politic organized and existing under the laws of the State of North Carolina, hereinafter called the "Lessor," and COWEE SCHOOL ARTS AND HERITAGE CENTER, a North Carolina Non-Profit Corporation, located in Macon County, North Carolina, hereinafter called the "Tenant."

WITNESSETH:

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

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

; and

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

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

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

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

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

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

WHEREAS Macon County does reserve the right to appropriate and provide funds to COWEE SCHOOL ARTS AND HERITAGE CENTER, a North Carolina Non-Profit Corporation, within its discretion and in accordance with the provisions of N.C. Gen. Stat. § 153A-449 to further assist in carrying out the public purpose of providing recreation opportunities to the general public upon such real property.

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

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

(2) *Term.* Subject to the terms below, this lease shall commence at the beginning of May 1, 2020, and shall continue for a term expiring at the end of April 30, 2020.

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

- A. It shall as provided for hereinafter use a substantial part of such real property for public "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352;
- B. It shall as provided for hereinafter provide substantial recreational opportunities to the general public at such location in the nature of those which it has heretofore provided at such location and which are consistent with definition of "recreation"

as that term is defined in N.C. Gen. Stat. § 160A-352;

- C. Tenant agrees to make the Old Cowee School open and available to members of the general public during reasonable days and hours for “recreation” as that term is defined by N.C. Gen. Stat. § 160A-352 for the period between May 1, 2020, and the end of April 30, 2025, and it shall in fact provide substantial provide recreational opportunities to the general public at such location and during such hours;
- D. Tenant agrees to to perform its obligations hereunder in a nondiscriminatory fashion appropriate for public activity and there shall be no discrimination by Sublessee on the basis of race, sex, national origin, religion or otherwise; and
- E. COWEE SCHOOL ARTS AND HERITAGE CENTER, a North Carolina Non-Profit Corporation, shall account to Macon County for its uses of resources provided by Lessor to it and for its uses of the leased premises in accordance with paragraph 3 A, B and C above.

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

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

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

County as aforesaid to perform its obligations hereunder in a nondiscriminatory fashion appropriate for public activity and there shall be no discrimination by Sublessee on the basis of race, sex, national origin, religion or otherwise.

(6) Repairs and Maintenance.

Lessor's sole maintenance and repair obligations of the Lease Premises shall be as follows:

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

Except as provided for hereinabove, Tenant shall be responsible for any and all other maintenance and repairs of the Sublease Premises. Tenant agrees to accept the premises in their present condition and to maintain the interior components of the portion of the premises leased to Tenant in a good state of repair during the term of this lease not set forth as part of the Lessor's obligations hereinabove. At termination, Tenant shall surrender the premises to the Lessor in as good condition as they now are, except for ordinary wear and tear incident to the use of the premises.

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

(8) Utilities. Lessor will provide utilities for the leased premises.

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

(10) Indemnification. Tenant shall indemnify Lessor and hold it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury or damage to property occurring in or about, or arising out of, the leased

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

(11) Environmental Matters. With respect to any pollutants, contaminants, chemicals, or industrial, toxic or hazardous substance or material defined as such in, or for purposes of, all applicable environmental laws, rules, regulations and ordinances now or hereafter in effect ("Environmental Laws"), including without limitation, any waste constituents coming within the definition or list of hazardous substances in 40 C.F.R. §§ 261.1 through 261.33 ("Hazardous Material"), the Tenant represents, warrants and covenants that it will indemnify and hold Lessor harmless from and against any and all losses, liabilities, damages, injuries, interest, deficiencies, fines, penalties, costs, expenses, attorneys' fees, disbursements, and costs of investigation and clean-up, including without limitation, claims, suits, and proceedings by federal, state, or local government authorities with respect to, or as a direct or indirect result of (i) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or releasing from, the property of any Hazardous Material, if such occurs during the term of the lease, (ii) any other environmental pollution, including without limitation, any contaminant, waste, irritant or pollutant, discharged into or otherwise contained in the environment at or adjacent to the property if such occurs during the term of the lease, (iii) non-compliance relating to the Tenant's business or the property with any Environmental Law or any other federal, state or local statute, law, ordinance, rule, regulation, order or decree, or (iv) the inaccuracy, misrepresentation or violation or default of or under any matter set forth in this section unless any such loss, liability, damage, injury or the like is directly caused by negligent acts of the Lessor. In addition, the Tenant shall at all times keep on file with the Macon County Fire Marshall a list of any of the materials, substances, or chemicals described in this paragraph and stored or kept on the leased premises.

(12) Incidents of Default. Each and every term of this lease is a material part of this lease and continuation of the lease is conditioned on the parties' adherence to its terms. The breach or threatened breach of any of the lease terms by the Tenant shall be deemed an incident of default. A declaration of insolvency or the filing of a petition of bankruptcy by the Tenant shall also be deemed an incident of default. In the event Tenant defaults as defined in this paragraph, Lessor may declare the lease terminated and retake possession of the premises upon allowing Tenant a reasonable time to vacate the premises and remove its personal property from the premises.

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

In testimony whereof, the parties have signed this lease on the date first written above in duplicate originals, one of which is retained by each of the parties.

COUNTY OF MACON

By: _____
Macon County Manager

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

By: _____
Authorized Representative

PRE-AUDIT CERTIFICATE

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

This the ___ day of _____, 2020.

Macon County Finance Officer

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

Approved: _____

Date: _____

County: MACON
LEA: 560
Address: 5 W MAIN ST, FRANKLIN, NC 28734

Contact Person: LORI M. CARPENTER
Title: FINANCE DIRECTOR
Phone: 828-349-2027

Project Title: 2019-2020 DEBT SERVICE
Location: VARIOUS
Type of Facility: SCHOOL FACILITY

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

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

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

Short description of Construction Project: _____

Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		_____
Debt Payment / Bond Payment	_____		330,776.72
TOTAL	_____	\$	330,776.72

Estimated Project Beginning Date: _____ Est. Project Completion Date: _____

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 330,776.72 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CONSENT AGENDA

MEETING DATE: April 14, 2020

Item 12A. Request for the board to table consideration of the March 2020 meeting minutes until the May 12, 2020 regular meeting. (Mike Decker)

Item 12B. Budget Amendments #220-223 are attached. (Lori Carpenter)

Item 12C. There were no tax releases for the month of March. (Teresa McDowell)

Item 12D. A copy of the ad valorem tax collections report for the month of March, which shows an overall 97.32 percent collection rate. No action is required on this item. (Teresa McDowell)

MACON COUNTY MONTHLY
AD VALOREM TAX COLLECTIONS REPORT

Mar-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	1051493.95	4946.36	-3760.06	-1.95	1052678.3	-329488.94	1486.32	1573.7	-326428.92	726249.38
Fire Districts	158092.73	1030.34	-707.16	-0.38	158415.53	-47461.63	0	290.11	-47171.52	111244.01
Landfill User Fee	152590.93	0	-95	0	152495.93	-36684.01	0	190	-36494.01	116001.92
Totals	1362177.61	5976.7	-4562.22	-2.33	1363589.76	-413634.58	1486.32	2053.81	-410094.45	953495.31

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	840.83	29025278.19	-17043.31	-1222.98	29007852.73	-28458801.54	143860.77	33337.42	-28281603.35	726249.38	97.5
Fire Districts	256.26	3999352.62	-2681.96	-183.41	3996743.51	-3889311.39	0	3811.89	-3885499.5	111244.01	97.22
Landfill User Fee	0	2554455	-1710	-16.82	2552728.18	-2438823.48	0	2097.22	-2436726.26	116001.92	95.46
Totals	1097.09	35579085.81	-21435.27	-1423.21	35557324.42	-34786936.41	143860.77	39246.53	-34603829.11	953495.31	97.32

The collection rate is 97.5% collected on 2019 general taxes, late listing penalties, discoveries and deferred taxes as of 3/31/2020 as compared to 97.18% on 2018 taxes as of 3/31/2019

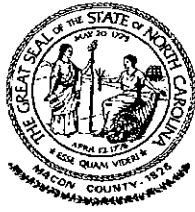
MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – APPOINTMENTS

MEETING DATE: April 14, 2020

13(A). 2020 Board of Equalization and Review – Please see the attached memorandum from Tax Administrator Abby Braswell for more details.



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

MEMORANDUM

TO: Mike Decker
FROM: Abby Braswell
cc: Macon County Board of Commissioners
Date: March 6, 2020
Re: Approval of 2020 Board of Equalization and Review

The recommended Board of Equalization and Review members for the 2020 Board of Equalization and Review appeal hearings are : Dwight Vinson, Donald Holland, Gary Drake, Kristine Flaig and Richard Lightner.