

# Macon County



## MACON COUNTY BOARD OF COMMISSIONERS

May 10, 2016

### AGENDA

1. Call to order and welcome by Chairman Corbin
2. Announcements
  - A. NCACC Update Video
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) - **None**
6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
  - A. Presentation of the recommended Fiscal Year 2016-17 budget - County Manager
    - (1) Schedule public hearing on the recommended FY 2016-17 budget for Tuesday, June 14, 2016 at 6 p.m.
    - (2) Schedule time(s) for budget work session(s)
  - B. Upcoming total solar eclipse - David Hubbs
  - C. Update on Smoky Mountain LME/MCO - Shelly Foreman
10. Old Business
  - A. Capital Project Ordinance Amendment/Union Academy and Highlands School - Finance Director
  - B. Cancellation of contract with Shade America - County Manager
11. New Business
  - A. Addition of Mountain Breeze Road to the state maintained road system - County Manager
  - B. Lease agreement between Macon County and Bonita Hamstra for Highlands Road Convenience Center site - County Attorney

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 April 12, 2016 regular meeting and the April 18, 2016 called meeting
- B. Budget Amendments #196-204
- C. Tax Releases

13. Appointments

- A. Social Services Board (1 seat)
- B. Southwestern Community College Board of Trustees (1 seat)

14. Closed session (if necessary)

15. Adjourn/Recess

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** May 10, 2016

**DEPARTMENT/AGENCY:** County Manager

**SUBJECT MATTER:** Presentation of the recommended Fiscal Year 2016-17 budget

### COMMENTS/RECOMMENDATION:

The County Manager will present his recommended budget for the upcoming 2016-17 fiscal year. In addition to his Prezi presentation, copies of the budget and his budget message will be distributed at the meeting.

Following the presentation, the board can formally schedule the public hearing on the proposed budget. The budget calendar calls for that to take place on Tuesday, June 14<sup>th</sup> at 6 p.m. Proper notice -- including information about the availability for public inspection of the proposed budget and the manager's budget message -- will be advertised in the local media and on the county's website.

Finally, the board can take the opportunity to schedule any budget work sessions that it desires to hold between this meeting and the next regular meeting on June 14<sup>th</sup>.

Attachments \_\_\_\_\_ Yes  No

Agenda Item 9A

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** May 10, 2016

**DEPARTMENT/AGENCY:** Governing Board

**SUBJECT MATTER:** Upcoming total solar eclipse

**COMMENTS/RECOMMENDATION:**

Chairman Corbin requested time on the agenda for David Hubbs to present information on the total solar eclipse that will take place in Franklin on August 21, 2017.

Attachments \_\_\_\_\_ Yes  No

Agenda Item 9B

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** May 10, 2016

**DEPARTMENT/AGENCY:** Smoky Mountain LME/MCO

**SUBJECT MATTER:** Update

### COMMENTS/RECOMMENDATION:

Shelly Foreman, the senior director of public affairs with Smoky Mountain LME/MCO, has requested time on the agenda to provide the board with an update on the agency's activities. Smoky Mountain LME/MCO is a public managed care organization that oversees Medicaid state and local funding and offers a comprehensive health plan for individuals and families in need of mental health, substance abuse or intellectual/developmental disability services. Smoky is a local government agency often referred to as a local management entity/managed care organization, or LME/MCO.

Attachments \_\_\_\_\_ Yes  No

Agenda Item 9C

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** May 10, 2016

**DEPARTMENT/AGENCY:** Finance

**SUBJECT MATTER:** Capital Project Ordinance Amendment

**COMMENTS/RECOMMENDATION:**

Please see the attached Capital Project Ordinance amendment for the Union Academy and Highlands School renovation projects. The Finance Director will provide additional details at the meeting.

Attachments  Yes  No

Agenda Item 10A

**MACON COUNTY, NORTH CAROLINA  
CAPITAL PROJECT ORDINANCE  
AMENDMENT  
UNION ACADEMY & HIGHLANDS SCHOOL**

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

**SECTION 1.** The project authorized is renovations of Union Academy and Highlands School.

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

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

Union Academy	\$ 1,569,491
Highlands School	<u>1,416,387</u>
Total	<u>\$ 2,985,878</u>

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

QZAB Proceeds	<u>\$ 2,985,878</u>
Total	<u>\$ 2,985,878</u>

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

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

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

**ADOPTED** this 10<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
Kevin Corbin, Chairman  
Macon County Board of Commissioners

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** May 10, 2016

**DEPARTMENT/AGENCY:** Parks and Recreation

**SUBJECT MATTER:** Cancellation of contract

**COMMENTS/RECOMMENDATION:**

The County Manager will provide details at the meeting regarding the cancellation of the county's contract with Shade America to provide shade and protection structures at the Parker Meadows Recreational Complex as approved at the March 8, 2016 board meeting.

Attachments \_\_\_\_\_ Yes  No

Agenda Item 10B



**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** May 10, 2016

**DEPARTMENT/AGENCY:** North Carolina Department of  
Transportation (NCDOT)

**SUBJECT MATTER:** Addition of Mountain Breeze Road to the state  
maintained road system

**COMMENTS/RECOMMENDATION:**

Please see the attached information from NCDOT District Engineer Wesley Grindstaff seeking the board's support to add a portion of Mountain Breeze Road to the state maintained road system.

Attachments  Yes  No

Agenda Item 11A

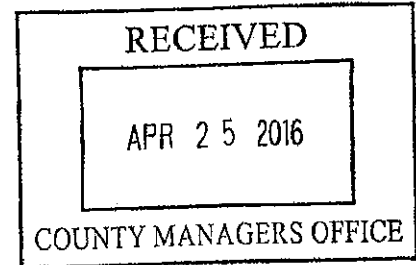


PAT McCRORY  
Governor

NICHOLAS J. TENNYSON  
Secretary

April 19, 2016

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



RE: Road Addition Request – Mountain Breeze Road

Dear Mr. Rowland;

My office has recently received a request from various property owners on Mountain Breeze and Sam McClure Roads to add Mountain Breeze Road to the state maintained road system. This request has been investigated by my staff and it has been determined that a portion of Mountain Breeze Road qualifies for addition. Based on the number of homes served and the estimated cost to upgrade, NCDOT recommends adding approximately 950 feet beginning at SR 1708, Poplar Grove Road, and terminating just prior to the crossing of Skeenah Creek.

In order for the Board of Transportation to approve any road addition, it is required that the respective Board of Commissioners pass a resolution in support of the action. Therefore, I am requesting that you present the addition of a portion of Mountain Breeze Road to your Board for consideration at the next available public meeting and if they are in agreement, pass a resolution supporting this request.

Please feel free to contact me at 828-321-4105 should you have questions or require additional information. Thank you for your assistance.

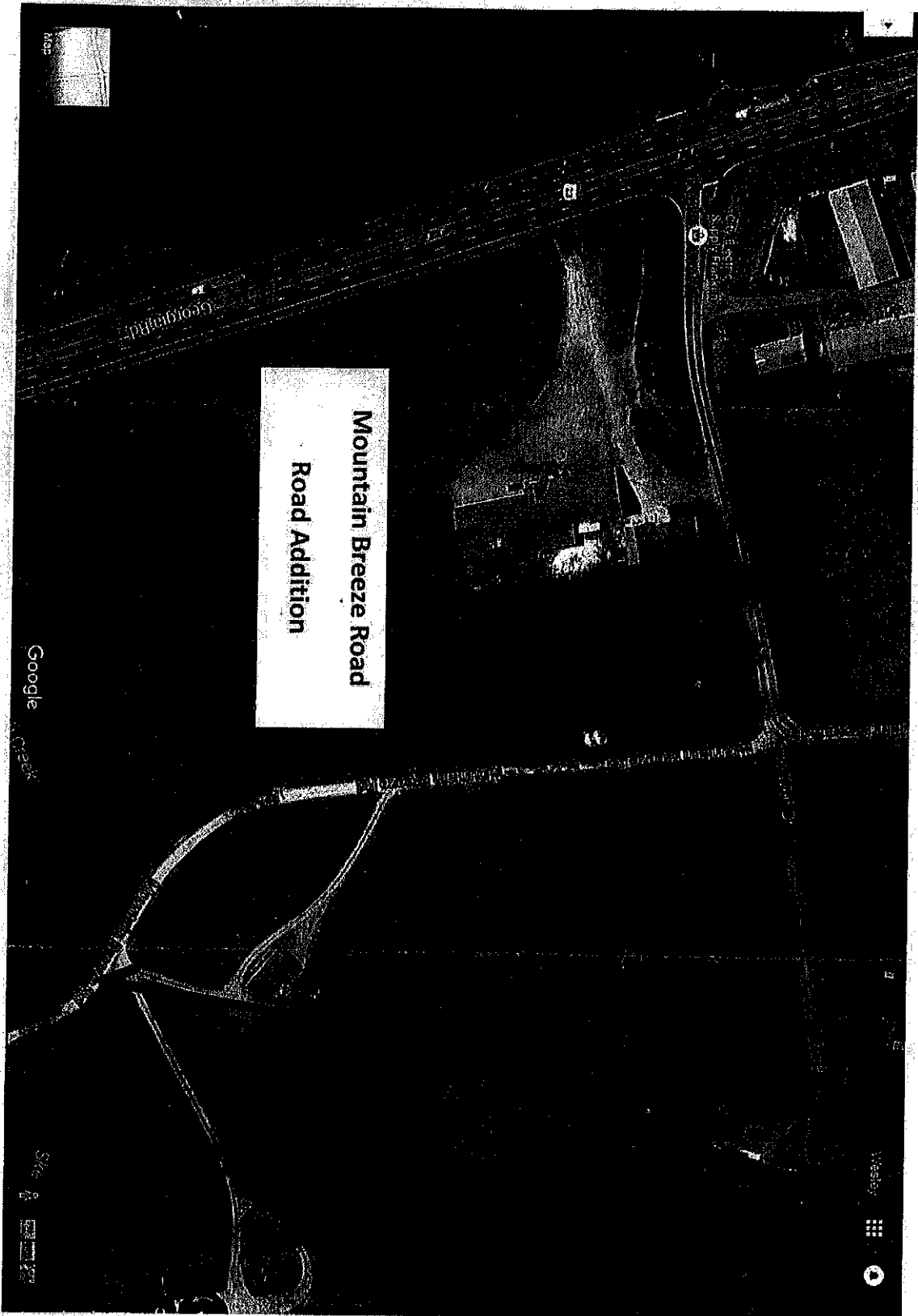
Sincerely,

A handwritten signature in black ink that reads "Wesley Grindstaff, PE".

Wesley Grindstaff, PE, District Engineer

Copy: Mountain Breeze Road File – Addition, Macon County

The logo for "Nothing Compares" features a stylized, wavy line above the text "Nothing Compares" in a serif font.



**Mountain Breeze Road**  
**Road Addition**

Georgetown Rd

S. J. P. Road

Google

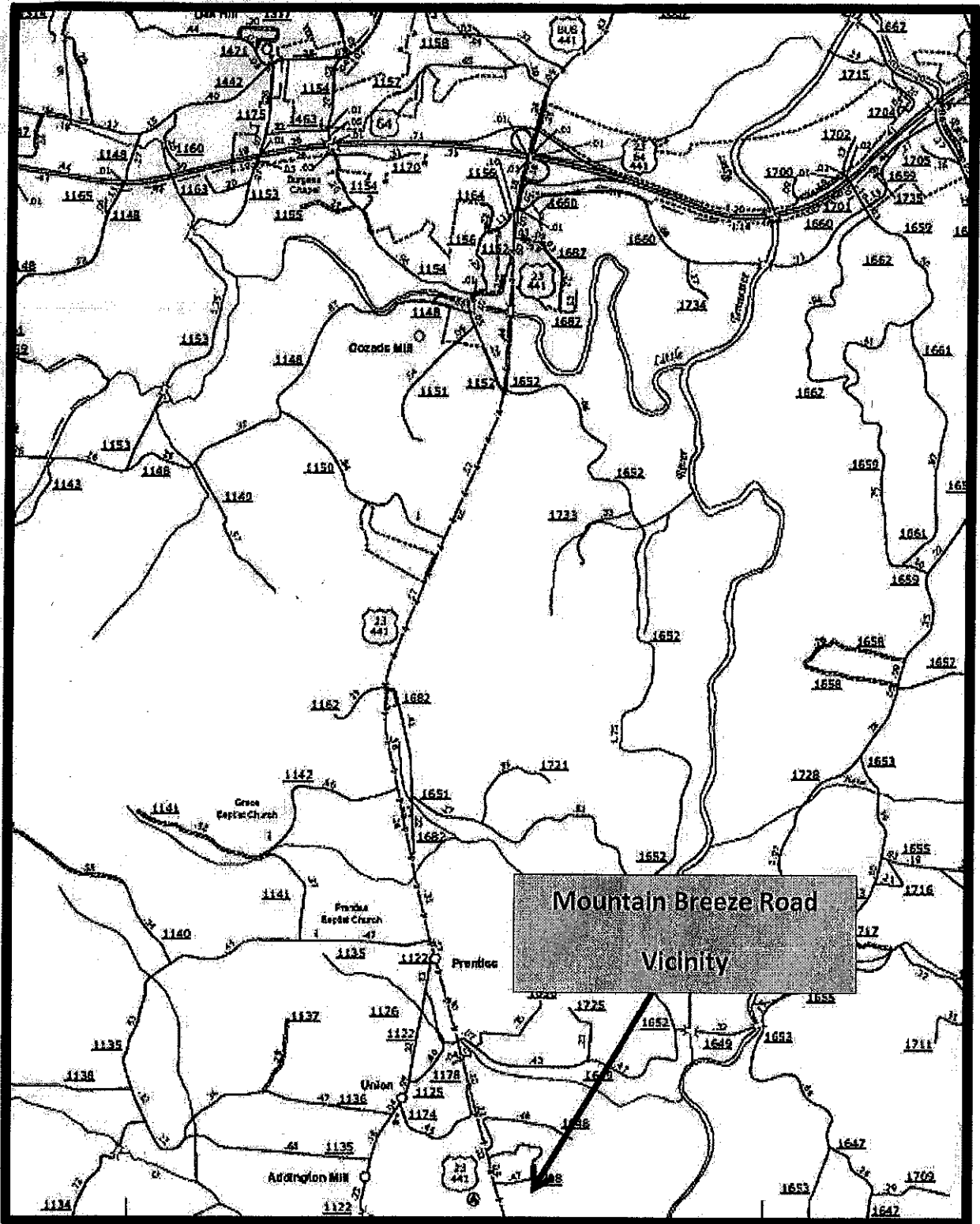
Street View



Layers



MAP



Mountain Breeze Road  
Vicinity

North Carolina Department of Transportation  
Division of Highways  
Petition for Road Addition

**ROADWAY INFORMATION:** (Please Print/Type)

County: MACON Road Name: MOUNTAIN BREEZE ROAD  
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: \_\_\_\_\_ Length (miles): 0.30 MILES

Number of occupied homes having street frontage: \_\_\_\_\_ Located (miles): ON SR 1708 - 0.15

miles N  S  E  W  of the intersection of Route SR 1708 and Route US 23/44.1  
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of \_\_\_\_\_ in MACON County, do hereby request the Division of Highways to add the above described road.

**CONTACT PERSON:** Name and Address of First Petitioner. (Please Print/Type)

Name: MARY EDWARDS Phone Number: 828.524.2713

Street Address: 11 SAM McCLURE ROAD

Mailing Address: FRANKLIN, NC 28734

PROPERTY OWNERS

Name Mailing Address Telephone

Mike & Shida Reis, 426 Mountain Breeze Rd. Franklin, N.C.  
Richard Stapleton in Fla.  
CLAUDIA Mattheiss 182. SAM McCLURE FRANKLIN (828) 200-3241  
Sam McClure

**ING PETITION:**

person serves as spokesperson for petitioner(s)).  
 ded subdivision plat or property deeds, which refer to candidate road.  
 d/or the developer may submit a petition. Subdivision roads with prior  
 only require the developer's signature.  
 encroachment agreements from all utilities located within the right of  
 ie petition for Road addition. However, construction plans may not be  
 Office.

check the appropriate block  
 led prior to October 1, 1975  Subdivision platted after September 30, 1975

**N**

ents necessary for addition, we agree to grant the Department  
 / of the necessary width to construct the road to the minimum  
 ICDOT. The right-of-way will extend the entire length of the  
 ded to the state maintained system and will include the  
right-of-way for cut and fill slopes and drainage. Also, we  
 ht-of-way at intersections for sight distance and design  
 it-of-way agreement forms that will be submitted to us by  
 The right-of-way shall be cleared at no expense to the  
 moval of utilities, fences, other obstructions, etc.

page 29 for Statute) states that any subdivision recorded on or  
 built in accordance with NCDOT standards in order to be  
 Road System.

<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>
539 Mtn. Breeze Rd	(828) 421-9007		
459 Mtn. Breeze Rd	(828) 524-4837		
11 Sam McClure Rd.	(828) 524-2713		

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** May 10, 2016

**DEPARTMENT/AGENCY:** Solid Waste

**SUBJECT MATTER:** Lease agreement with Bonita Hamstra for the Highlands Road Convenience Center site

### COMMENTS/RECOMMENDATION:

Please see the attached proposed lease agreement between the county and Bonita Hamstra regarding the Highlands Road Convenience Center site. As of this writing the document had been sent by the County Attorney to Solid Waste Director Chris Stahl for his review and approval. The term of the lease is for five years, beginning June 1, 2016, at a rate of \$375 per month.

Attachments  Yes  No

Agenda Item 11B

**STATE OF NORTH CAROLINA  
COUNTY OF MACON**

**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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Lori Hall  
Macon County Finance Officer

**LEASE AGREEMENT**

**THIS LEASE** made, and entered into this the 1<sup>st</sup> day of June, 2016, by and between **BONITA HAMSTRA, Trustee of the Bonita Hamstra Revocable Trust Under Agreement dated August 4, 2000, as amended, having an address of 131 Franklin Plaza, PMB 101, Franklin, NC 28734** (hereinafter "Lessor"), and **MACON COUNTY, a North Carolina Body Politic and Corporate, whose address is 5 West Main Street, Franklin, NC 28734,** (hereinafter "Lessee").

**WHEREAS,** Lessor is the sole owner of the Premises described below, and desires to lease the Premises to the Lessee:

**WHEREAS,** the parties desire to enter into a lease agreement defining their rights, duties and liabilities relating to the Premises.

**NOW, THEREFORE,** in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth the receipt and legal sufficiency of which are hereby



acknowledged by the parties, and based upon the foregoing premises, **Lessor** does hereby let for the period of time and subject to the terms and conditions hereinafter set out a certain tract of land lying and being in Ellijay Township, Macon County, North Carolina, more particularly described as follows:

BEGINNING at an iron pipe set in the north right of way line of U.S. Highway 64 east of the Town of Franklin, approximately 5-feet west of the top of the embankment above the Franklin Sheet Metal Shop; runs thence with the right of way line of U.S. Highway 64, in a westerly direction, a distance of 120 feet to an iron pipe; thence in a northerly direction perpendicular to the right of way of said U.S. Highway 64, a distance of 150 feet to an iron pipe; thence in an easterly direction parallel to and 150 feet from the right of way of U.S. Highway 64 a distance of 120 feet; thence in a southerly direction 150 feet to the point of BEGINNING.

**To have and hold the aforesaid parcel of land for the term hereinafter stated and under the following terms and conditions:**

### **I. SUBJECT AND PURPOSE**

The Premises will be utilized by **Lessee** as a solid waste collection and convenience center and/or for the collection of recyclables and for no other purpose without the prior written consent of the **Lessor**, which consent will not be unreasonably withheld.

**Lessee** agrees to provide all personnel and equipment necessary to properly man and supervise the use of the leased Premises, during those regular business hours which are established by **Lessee** for all of its similar facilities throughout Macon County.

During the periods the Premises are not manned and supervised, the Premises shall be enclosed with a chain-link fence and chain-link gate which shall be closed and locked.

### **II. TERM**

**Lessor** demises and **Lessee** takes the above Premises for a term of five years, commencing on the 1<sup>st</sup> day of June, 2016, and terminating at midnight on the 31<sup>st</sup> day of May, 2021, unless sooner terminated as provided herein.

### **III. RENT**

**Lessee** agrees to pay and **Lessor** agrees to accept as rental for the term of this lease, the sum of \$22,500.00, payable in monthly installments in the amount of \$375.00 each, the first installment being due and payable upon the first day of June, 2016, with successive payments being due and payable on the first day of each and every month thereafter throughout the term of the Lease.

#### **IV. ADDITIONAL CONDITIONS FOR ACCEPTANCE**

**Lessee** understands that the leased Premises are situated upon a "fill" area and that **Lessor** believes the fill to be properly compacted so as to be usable for the purposes of **Lessee**. Should **Lessee** determine that the Premises are not so compacted and by reason thereof are not suitable for any or all of the purposes of **Lessee**, then and in that event, **Lessee** shall have the right to terminate the Lease upon thirty days written notice to **Lessor** of the deficiency and **Lessor's** failure to cure the deficiency within the period limited (30 days).

#### **V. ALTERATIONS, ADDITIONS & IMPROVEMENTS**

**Lessee** shall have the right to improve the leased Premises so as to make them suitable for the purposes of **Lessee**, including by way of example but not by way of limitation, graveling, paving, constructing chain link fence, constructing loading areas, installing shelters, trailers, and vegetative beautification, all in a style and manner consistent with the manner in which other convenience centers have previously been constructed by **Lessee**. Portable improvements shall remain the property of the **Lessee**, and shall be removed by **Lessee** upon termination of this Lease as set forth in this Lease Agreement.

#### **VI. REPAIRS**

**Lessee** shall, at all times during the Lease (at its own cost and expense), repair, replace and maintain in a good, safe and substantial conditions, the Premises and all improvements, additions, and/or alterations constructed by **Lessee** thereon, subject to normal wear and tear. The **Lessee** shall maintain the grounds in an attractive manner. The **Lessee** shall use all reasonable precautions to prevent waste, damage or injury to the Premises.

#### **VII. UTILITIES**

All applications and connections for necessary utility services on the demised Premises shall be made in the name of the **Lessee** only, and **Lessee** shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity and telephone services.

**Lessee** shall have the right to connect to the existing power lines on other property of **Lessor** and shall have all required easements in order to utilize the same.

#### **VIII. LOSS FROM DAMAGES AND INSURANCE**

During the term of this Lease and for such further time that **Lessee** shall hold the demised Premises, **Lessee** shall be solely responsible for all damage, loss, or liability which might arise from, on account of, or upon the leased Premises as a result of **Lessee's** use thereof.

The **Lessee** shall be solely responsible for any costs incurred or levied on the Premises for

any liability which might arise from the **Lessee's** violation of any law, ordinance, or regulation pertaining to environmental protection, during the period of occupancy by the **Lessee**.

**Lessee** agrees to insure the Premises against such damage, loss or liability enumerated herein in such amount(s) as **Lessee** determines appropriate and to list **Lessor** as an additional insured. **Lessee** agrees to provide **Lessor** with proof of insurance upon request of **Lessor**.

#### **IX. UNLAWFUL OR DANGEROUS ACTIVITY**

In the use of the Premises as enumerated in Section I of this Lease Agreement, the **Lessee** shall not allow any hazardous or toxic waste to be deposited at the Premises and shall not operate nor conduct its business thereon in a manner constituting a public nuisance.

#### **X. ASSIGNABILITY**

This Lease may not be assigned to any other entity without the prior written consent of the parties.

#### **XI. TERMINATION BY LESSEE**

**Lessee** may terminate the Lease before the end of the then current term upon one hundred twenty (120) days advance written notice to **Lessor**. Termination under this Section shall not constitute a default or breach under the terms of this Lease.

#### **XII. DEFAULT OR BREACH**

Each of the following events shall constitute a default or breach of the Lease by **Lessee**.

- A. If **Lessee** shall fail to pay **Lessor** any rental installments or additional rent payable to **Lessor** within ten (10) days after receipt of written notice that same is due and payable.
- B. If **Lessee** shall fail to perform or comply with any of the conditions of this Lease and if the non-performance shall continue for a period of thirty (30) days after written notice thereof by **Lessor** to **Lessee**, or, if the performance cannot be reasonably had within the thirty (30) day period, if **Lessee** shall not, in good faith have commenced performance within said thirty (30) day period and shall not thereafter diligently proceed to completion of performance.
- C. If **Lessee** shall for reasons other than those specifically permitted in this Lease, cease to conduct its normal business operations on the Leased Premises and leave the same vacated or abandoned for a period of sixty (60) days.

### **XIII. EFFECT OF DEFAULT**

In the event of any default hereunder as set forth in Section XII, the rights of **Lessor** shall be as follows:

In the event that the **Lessee** shall default in the payment of any monthly rental herein provided for or in the payment of any additional rental hereunder and such default shall continue for ten (10) days after written notice from **Lessor** to **Lessee** to cure same; or in the event that **Lessee** shall default in the performance of any other covenant, promise or agreement herein set forth and such default shall continue for thirty (30) days after the **Lessor** shall have notified the **Lessee** in writing of the existence of such default (said events hereinafter referred to as "events of default") the **Lessor** shall have the right to:

- A. Declare the Lease terminated and cancelled and take possession of said Premises. In such event, **Lessee** shall remain obligated to **Lessor** for the rent due each month for the balance of the term of this Lease; but **Lessor** shall also have the duty to mitigate her damages by using her best efforts to re-rent the premises at the best price obtainable, with the rent received from such re-renting being credited against the monthly amount due by the **Lessor**.
- B. Remove **Lessee's** signs and other evidences of tenancy;
- C. Remove any and all of **Lessee's** property from the Premises. **Lessee** shall pay to **Lessor**, upon demand, any and all expenses incurred in such removal and all storage charges against said property.

### **XIV. WARRANTIES AND REPRESENTATIONS**

**Lessor** warrants and represents to **Lessee** as consideration for this Lease, that **Lessee** has fee simple title to the leased Premises and will defend the **Lessee's** right of possession during the term of this Lease Agreement and any extensions to the Lease Agreement.

**Lessee** accepts the leased Premises in the condition as is, acknowledging that **Lessee** has had the opportunity to examine the leased Premises and is satisfied that the same are fit for the purpose and use intended, except as provided in Section IV hereof.

### **XV. ADDITIONAL REMEDIES OF THE LESSOR AND LESSEE**

In the event of a breach or a threatened breach by either party of any of the terms or conditions hereof, **Lessee** or **Lessor** shall have the right of injunction to enforce the terms of this Lease Agreement.

## XVI. TAXES

**Lessor** covenants and agrees to pay and properly discharge all assessments, personal property taxes, ad valorem taxes, or other charges which may be levied against property owned by **Lessor**.

## XVII. OPTIONS TO RENEW

**Lessee** shall have the right, to be exercised as hereinafter provided, to renew the term of this Lease for an additional period of two years, upon the following terms and conditions:

- A. That no default is existing or continuing in the performance of any of the terms of this Lease.
- B. That such extended or renewed Lease shall contain the same terms, covenants, and conditions as provided in this Lease, EXCEPT THAT **Lessee** shall pay **Lessor** the sum of \$375 per month during the same and such payment shall be due on the first day of each month.
- C. **Lessee** shall exercise its right to an extension or renewal in the following manner:

At least 90 days prior to the expiration of the term of this Lease, **Lessee** shall notify **Lessor** in writing by certified mail, of its election to exercise its rights to extend the term of this Lease in accordance with the provisions of this article. Upon the giving of such notice of election to renew or extend this lease, the same, subject to the conditions and covenants contained herein, shall be deemed to be extended and the term thereof shall extend for a period of two (2) years from the date of the expiration of the prior term.

- D. Any notice to be given by either party to the other, pursuant to the provisions of this Lease, or of any law, shall be given by registered or certified mail, addressed to the party to whom

**LESSOR:** Mrs. Bonita Hamstra, Trustee  
2076 Highlands Rd.  
Franklin, NC 28734-0901

**LESSEE:** Macon County  
ATTN: County Manager  
Macon County Courthouse  
5 W. Main St.  
Franklin, NC 28734-3005

above set forth shall suffice for legal notice as herein required.

**XXIII. SEVERABILITY**

If any provision of this Lease Agreement shall be declared void, illegal or unenforceable, then such provision or provisions shall be severable, and the remainder of the Lease shall continue in full force and effect.

**XXIV. BINDING EFFECT AND COMPLETE TERMS**

This Lease Agreement contains the complete agreement of the parties regarding the terms and conditions of the lease of the Premises and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein.

**XXV. RECORDING OF LEASE**

The parties hereto, at Lessee's expense, agree to execute and deliver this Lease Agreement for recording purposes.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

**LESSOR:**

By: \_\_\_\_\_ (SEAL)  
Bonita Hamstra, Trustee

**LESSEE:**

MACON COUNTY

By: \_\_\_\_\_ (SEAL)  
Kevin Corbin, Chairman  
Macon County Board of Commissioners

(OFFICIAL SEAL)

ATTEST:

\_\_\_\_\_  
Derek Roland, Clerk to the Board

NORTH CAROLINA  
MACON COUNTY

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, State of North Carolina, certify that **Bonita Hamstra, Trustee**, personally appeared before me this day and acknowledged to me that she signed the foregoing instrument.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(OFFICIAL SEAL)

\_\_\_\_\_  
*Official Signature of Notary*

\_\_\_\_\_  
*Notary Public's printed or typed name*

My Commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
MACON COUNTY

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

WITNESS my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(OFFICIAL SEAL)

\_\_\_\_\_  
*Official Signature of Notary*

\_\_\_\_\_  
*Notary Public's printed or typed name*

My Commission expires: \_\_\_\_\_

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE: May 10, 2016**

**DEPARTMENT/AGENCY: Governing Board**

**SUBJECT MATTER: Consent Agenda**

**DEPARTMENT HEAD COMMENTS/RECOMMENDATION:**

- A. **Minutes** – Consideration of the minutes from the April 12, 2016 regular meeting and the April 18, 2016 called meeting, per Attachment 12A.
- B. **Finance** – Consideration of Budget Amendments #196 through #204, per Attachment 12B.
- C. **Tax releases** – Consideration of tax releases in the amount of \$7.26, per Attachment 12C

**COUNTY MANAGER'S COMMENTS/RECOMMENDATION:**

Attachments   X   Yes        No

Agenda Item 12(A), (B) and (C)



**MACON COUNTY BOARD OF COMMISSIONERS**  
**APRIL 12, 2016**  
**MINUTES**

Chairman Corbin called the meeting to order at 6:02 p.m. and welcomed those in attendance. All Board Members, the County Manager, Deputy Clerk, Finance Director, County Attorney, members of the news media and interested citizens were present.

**ANNOUNCEMENTS:** Chairman Corbin said that tonight marks the first time county residents can log on to the county's website and watch the board meeting live. He explained that citizens will also be able to access the video of the meeting afterward as well. He noted that many county commissions across the state do this for "transparency," and informed the audience of the locations of the cameras that were in operation. Commissioner Beale pointed out that the district meeting of the North Carolina Association of County Commissioners (NCACC) would be held in Waynesville on April 13<sup>th</sup> beginning at 5:15 p.m.

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

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

**PUBLIC COMMENT:** No one signed up to speak.

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

- To delete Item 11A under New Business, resolution and agreement regarding Macon County Business Development Center lease to Magnetic Wrench Manufacturing, per Chairman Corbin.

- To add consideration of the cancellation of two deeds of trust in connection with Macon County Housing as Items 11D and 11E under New Business, per the County Attorney.
- To add consideration of an interlocal agreement between Macon County Transit and the Town of Franklin Tourism Development Authority in connection with transportation of Appalachian Trail hikers as Item 11F under New Business, per the County Attorney.
- To add consideration of approval of an application to draw down lottery funds as Item 11G, per the Finance Director.

**RECOGNITION OF THE 100<sup>TH</sup> ANNIVERSARY OF HOLLY SPRINGS**

**SCHOOL:** Chuck Coburn, the president of the Holly Springs Community Development Club, read a letter requesting that the board issue a proclamation honoring the 100<sup>th</sup> anniversary of the former Holly Springs School. A copy of the letter is attached (Attachment 1) and is hereby made a part of these minutes. Mr. Coburn explained that the school was active from 1916 until the early 1950s, and that the building is still in use as a county voting location and the home of the community development club. Chairman Corbin said the board could verbally proclaim its recognition of the event, and upon a motion by Commissioner Tate, seconded by Commissioner Beale, voted unanimously to do so.

**SOUTHWESTERN COMMISSION ANNUAL REPORT:** Sarah Thompson, the incoming director for the Southwestern Commission Council of Governments, presented the board members with the organization's annual report. Ms. Thompson, who will assume the director's role on April 25<sup>th</sup>, is taking over for Ryan Sherby. She told the board that last year marked the Southwestern Commission's 50<sup>th</sup> anniversary serving as the council of government for the state's seven westernmost counties, also known as Region A, and the 17 municipalities therein. Chairman Corbin currently serves as the chairman of the organization, and Commissioner Beale serves on the Rural Planning Organization (RPO), which prioritizes transportation needs for the region. She explained that each county pay dues based on a per capita basis, and those funds are used to leverage more than \$6-million in additional funding. She said the organization's focus is on three areas – the area agency on aging, workforce development and planning, and she provided highlights of the report from each area. Commissioner Beale and Chairman Corbin offered their insights into the work of the Southwestern Commission. No action was necessary.

**ADDITION TO THE AGENDA:** Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to add a presentation by Department of Social Services Director Patrick Betancourt and Senior Services Administrative Officer Sheila Jenkins to the agenda.

**NCACC VIDEO:** Those in attendance watched a video from the North Carolina Association of County Commissioners (NCACC) that provided an update on recent NCACC activities, which included an announcement that Commissioner Beale would be running for a seat as a North Carolina representative on the National Association of Counties (NACo) Board.

**TOUR MACON COUNTY NC:** Dale and Dawn McGiboney presented information on the "Tour Macon County NC" video project. The McGiboneys provided detailed information on the cost to sponsor the video segments that make up the project, and played a sample of the segments for the board, all of which represented local business owners who were in attendance at the meeting. Dawn McGiboney asked the board members to express their support for the project through means such as letters to the editor of the local newspapers. No action was necessary.

**RECOGNITION OF VOLUNTEERS:** Commissioner Beale explained that he and the County Manager had the privilege of attending a recent event at which the volunteers at the county's Senior Services Center were recognized, and he had asked Mr. Betancourt and Ms. Jenkins to attend a board meeting to share more details. Mr. Betancourt, referencing the event Commissioner Beale spoke of, said that approximately 50 of the agency's more than 100 volunteers were on hand to be recognized for contributing a total of 15,000 hours of their time in the past year, which equates to \$216,000. The volunteers assist in the Seniors' Health Insurance Information Program (SHIIP), which helps seniors in making decisions regarding complex insurance issues. Volunteers also assist by delivering meals, and Ms. Jenkins said the agency is on track to deliver more than 32,000 meals this fiscal year. Commissioner Beale thanked Mr. Betancourt and Ms. Jenkins for their work and praised the volunteers for their service.

**AMENDMENT TO LITTLE TENNESSEE RIVER GREENWAY ORDINANCE:** The County Attorney told the board that, following a presentation to the commissioners on the "Read2Me" program, he had reviewed the county's conservation easements and the ordinance pertaining to the Little Tennessee River Greenway. He submitted an amendment for the board's consideration that would add an exemption to the use of the greenway such that "Macon County may authorize individuals and/or entities to take such actions as are necessary to install reading boards at the Greenway in the area of the Rotary Park Loop as part of a reading program." Upon a motion by Commissioner Tate, seconded by Commissioner Shields, the board voted unanimously to approve "An Ordinance Amending an Ordinance Regulating the Use of the Little Tennessee River Greenway, As Amended," with one correction to remove a

typographical error. A copy of the ordinance is attached (Attachment 2) and is hereby made a part of these minutes.

**READ2ME AGREEMENTS:** The County Attorney then presented two similar versions of an "Agreement to Provide Recreation Opportunities," one that would allow the Read2Me program to install 15 story walk reading boards along the Rotary Park section of the Little Tennessee River Greenway, and the other to allow 15 of the boards to be installed at the Parker Meadows Recreation Complex. Upon a motion by Commissioner Tate, seconded by Commissioner Beale, both agreements were approved as presented. Copies of each are attached (Attachment 3 and Attachment 4) and are hereby made a part of these minutes.

**CANCELLATION OF DEEDS OF TRUST:** The County Attorney presented two "Satisfaction of Security Instrument" documents for the board's consideration, and explained that both stem from housing rehabilitation projects where the loans for the improvements end up being forgiven. One is for Maxine Hyde, and the other is for Jack E. Cheek. The County Attorney said that Macon County Housing Director John Fay confirmed that it is appropriate to cancel both. Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to authorize Chairman Corbin and the County Manager to sign both of the Satisfaction of Security Instruments as presented. Copies of both are attached (Attachment 5 and Attachment 6) and are hereby made a part of these minutes.

**INTERLOCAL AGREEMENT WITH TOURISM DEVELOPMENT AUTHORITY:** The County Attorney presented a proposed "Interlocal Governmental Agreement" that would have Macon County Transit provide a shuttle service for users of the Appalachian Trail from the trail to a point within the Town of Franklin, and in return the Town of Franklin Tourism Development Authority (TDA) would support the transit service in the amount of \$3,375. Commissioner Tate made a motion to approve the agreement as presented, and it was seconded by Commissioner Beale for purposes of discussion. Commissioner Shields raised the question of a matching amount of support from the Franklin/Nantahala Tourism Development Commission (TDC). The County Attorney noted this would require another interlocal agreement. Following further discussion, the board voted unanimously to approve the agreement as presented, a copy of which is attached (Attachment 7) and is hereby made a part of these minutes.

**APPLICATION FOR LOTTERY FUNDS:** Following an explanation by the Finance Director and upon a motion by Commissioner Beale, seconded by Commissioner Tate, the board voted unanimously to approve an application to the Public School Building Capital Fund to draw down \$290,048.50 in funds

available to the county from the North Carolina Education Lottery. A copy of the application is attached [Attachment 8] and is hereby made a part of these minutes.

**CONSENT AGENDA:** Upon a motion by Commissioner Shields, seconded by Commissioner Tate, the following items on the consent agenda were approved unanimously: **Minutes** - Approved the minutes from the March 8, 2016 regular meeting. **Budget amendments** - Approved the following budget amendments: #168 for Social Services to allocate a \$500 donation earmarked for senior citizens; #169 for Social Services to allocate \$6,802 in additional funds for a crisis program; #170 for the Juvenile Crime Prevention Council to appropriate additional JCPC funds of \$1,548; #171 for Social Services to allocate \$4,100 to purchase computer software; #172 for Transit to appropriate additional grant funds of \$16,027 and to reduce other grant funds by \$2,000; #173 for the Sheriff's Department to appropriate state and federal drug forfeiture money totaling \$8,405; and #174 for the Macon County Detention Center to increase canteen revenues and expenditures by \$26,000 due to an increased inmate population: (Revisions with corresponding numbers attached). **Tax releases** - Approved tax releases in the amount of \$2,355.66. (A computer printout of the releases is on file in the Tax Department and the Deputy Clerk's office.

**APPOINTMENTS: (1) Town of Franklin Planning Board and Board of Adjustment:** Upon the recommendation of the Town of Franklin Board of Aldermen, and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to reappoint Dave Jones to the Town of Franklin Planning Board and Board of Adjustment as a representative of the town's Extra Territorial Jurisdiction (ETJ) for a term of three years beginning April 4, 2016 and ending April 4, 2019.

**CLOSED SESSION:** The County Attorney requested a brief closed session for the purpose of preserving the attorney-client privilege as allowed under NCGS 143-318.11(a)(3), and at 7:12 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Higdon, the board voted unanimously to go into closed session. At 8:00 p.m., upon a motion by Commissioner Tate, seconded by Commissioner Higdon, the board voted unanimously to come out of closed session and return to open session. No action was taken.

**ADJOURN:** With no other business, and at 8:02 p.m. upon a motion by Commissioner Beale, seconded by Commissioner Tate, the board voted unanimously to adjourn.

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Derek Roland  
Ex Officio Clerk to the Board

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Kevin Corbin  
Board Chairman

**MACON COUNTY BOARD OF COMMISSIONERS  
CALLED MEETING  
APRIL 18, 2016  
MINUTES**

Chairman Corbin called the meeting to order at 5:01 p.m. All of the board members (with the exception of Commissioner Tate), the County Manager, Deputy Clerk, Finance Director, County Attorney and members of the media were present.

As stated in the notice of special meeting, the purpose of the meeting was for the board to consider written acknowledgment of a request by Sourwood Running, LLC to approve the Macon County portion of the "Smoky Mountain Relay" on April 22 and 23, 2016. The County Manager explained that in prior years, there was no requirement for the board to approve the race course, but that state law had since changed, and now each county in which the relay is run must grant approval. He said he was notified of this request on April 13<sup>th</sup>, just after the board's regular April meeting. He requested that the board authorize him to sign a letter outlining the board's approval of the relay, a copy of which is attached (Attachment 1) and is hereby made a part of these minutes. Following further discussion, including the finding of a typographical error in the letter by Commissioner Shields, upon a motion by Commissioner Beale, seconded by Commissioner Higdon, the board voted unanimously to approve the letter as amended and authorized the County Manager to sign it.

With no other business, upon a motion by Commissioner Higdon, seconded by Commissioner Beale, the board voted unanimously to adjourn at 5:06 p.m.

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Derek Roland  
Ex Officio Clerk to the Board

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Kevin Corbin  
Board Chairman













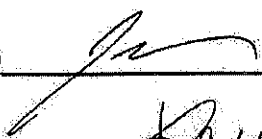
MACON COUNTY BUDGET AMENDMENT  
AMENDMENT # 201

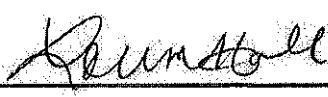
FY 16

DEPARTMENT: HEALTH

EXPLANATION: Agreement Addendum for FY17 includes monies that are budgeted to pay for June 2016 expenses. The budget for FY17 has been reduced by \$15,710 in order to cover the June 2016 expenses. Need to increase Revenue Budget from \$454,534 to \$470,244 and increase expenditures in 115128-565025 from \$164,268 to \$172,193 and in 115128-565027 from \$149,466 to \$157,251. This increase will cover the June 2016 expenses.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115128-565025	Lifestyle Change Strategies	7,925	
115128-565027	Health System Interventions	7,785	
113511-438560	Reg Chronic Disease 1422 Grant	15,710	

REQUESTED BY DEPARTMENT HEAD \_\_\_\_\_ 

RECOMMENDED BY FINANCE OFFICER \_\_\_\_\_ 

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS \_\_\_\_\_

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

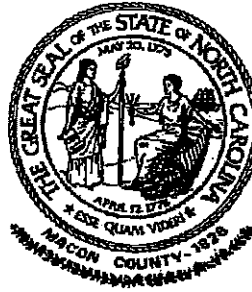








**Macon County Tax Office  
5 West Main Street  
Franklin, NC 28734**



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

**TO:           MACON COUNTY COMMISSIONERS**

**FROM:       Macon County Tax Office  
              Teresa McDowell, Tax Collections Supervisor**

**DATE:       May 3, 2016**

**RE:         Releases for April, 2016**

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

**AMOUNT OF RELEASES FOR APRIL, 2016: \$7.26**

Detail Transactions by Group

Effective Date 04/25/16

Abatement

eq br	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
	04/25/16	119700	15A119700.01	G01	6.08-	6.08-	0.00		0.00				
				F05	1.18-	1.18-	0.00		0.00				
**					7.26-	7.26-	0.00	0.00	0.00	0.00	R	CLERICA	

Tax Code Totals  
 F05\*15- WM FIRE  
 G01\*15- GEN TAX

Total for Group  
 REL\*16\*04

\*\*\*\*\*  
 Cycle  
 A

Totals By Tax Cycle  
 Current Delinquent

0.00 7.26-

\*\*\*\*\*  
 Cycle

0.00 7.26-

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** April 12, 2016

**DEPARTMENT/AGENCY:** Governing Board

**SUBJECT MATTER:** Appointments

**COMMENTS/RECOMMENDATION:**

**(A) Social Services Board (1 seat)** – Please see the attached e-mail from Department of Social Services Director Patrick Betancourt regarding the appointment of Darlene Anthony Green to the Social Services Board, replacing Jim Garner, whose term expires in June.

**(B) Southwestern Community College (SCC) Board of Trustees (1 seat)** – Please see the attached letter from Terry Bell, chair of the SCC Board of Trustees, regarding the June 30, 2016 expiration of the term of Gary Shields.

Attachments  Yes  No

Agenda Item 13(A) and 13(B)

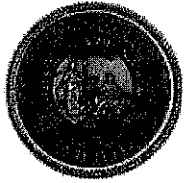
## Mike Decker

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**From:** R. Patrick Betancourt <[pbetancourt@maconnnc.org](mailto:pbetancourt@maconnnc.org)>  
**Sent:** Friday, April 29, 2016 7:56 AM  
**To:** Mike Decker  
**Cc:** Cathy Makinson  
**Subject:** FW: D.S.S. Board Appointment

Good Morning Mike,

Please see the email below. I would respectfully request that a *D.S.S. Board Appointment* item to the BoCC agenda for May. Many thanks.



**R. Patrick Betancourt, Director**  
Macon County Department of Social Services  
1832 Lakeside Drive  
Franklin, NC 28734  
828-349-2130 Office | 828-421-5879 Mobile | 828-349-2401 Fax  
<http://www.maconnnc.org/dss.html>

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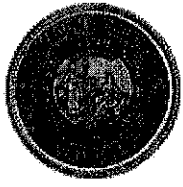
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**From:** R. Patrick Betancourt [<mailto:pbetancourt@maconnnc.org>]  
**Sent:** Thursday, April 28, 2016 11:46 AM  
**To:** 'ronnie beale'  
**Cc:** Dinah Mashburn ([mashburn@dnet.net](mailto:mashburn@dnet.net)); Lisa Leatherman ([lisa.leatherman@duke-energy.com](mailto:lisa.leatherman@duke-energy.com)); Jim Garner ([garner@wayah.com](mailto:garner@wayah.com)); Cathy Makinson ([cmakinson@maconnnc.org](mailto:cmakinson@maconnnc.org))  
**Subject:** D.S.S. Board Appointment

Commissioner Beale,

I hope this message finds you doing well. As you may know, the D.S.S. Board appointment term of Jim Garner is set to expire at the June 2016 meeting. The agency is very appreciative to Mr. Garner for his years of service and dedication to the citizens of Macon County through his participation on this Board.

The Board believes it has found a suitable replacement for Mr. Garner's in Ms. Darlene Anthony Green. As you know, Ms. Green is a Macon County native, an employee of Entegra Bank, and a well-respected member of the community. The D.S.S. Board feels that Ms. Green's knowledge of community resources and experience in matters related to Human Resources will be an incredible asset to agency through her guidance and oversight as a Board member. Ms. Green has had the opportunity to observe a Macon County D.S.S. Board Meeting and has agreed to serve if appointed by the Board of County Commissioners. I would respectfully request that Ms. Green's name be submitted to Chairman Corbin and the Macon County Commissioners for consideration of appointment at the May meeting. Thank you for your consideration and support and, as always, if you or any of the other Commissioners have any questions, please do not hesitate to let me know.



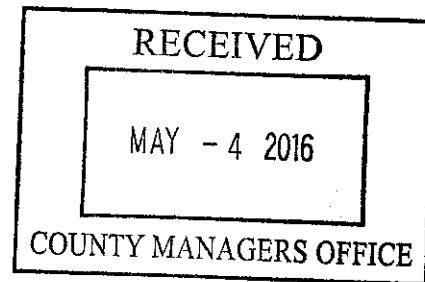
**R. Patrick Betancourt, Director**  
Macon County Department of Social Services  
1832 Lakeside Drive  
Franklin, NC 28734  
828-349-2130 Office | 828-421-5879 Mobile | 828-349-2401 Fax  
<http://www.maconnc.org/dss.html>

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May 1, 2016

Kevin Corbin, Chairman  
Macon County Commissioners  
5 West Main Street  
Franklin, NC 28734



Dear Mr. Corbin:

On June 30, 2016, the term of office of Gary Shields, who serves as a Macon County Commission appointee on the Southwestern Community College Board of Trustees, will expire. A reappointment or a new appointment is therefore needed for the term of July 1, 2016 - June 30, 2020.

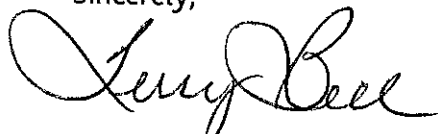
The trustee appointments at Southwestern Community College have customarily been balanced between Jackson, Macon and Swain Counties. Since Mr. Shields is from Macon County, the Macon County Commission is asked to make a recommendation to the Jackson County Commission who will also have approval authority. Please send the name of the Macon County Commission recommendation to Mr. Brian MacMahan, Chairman of the Jackson County Commissioners.

I would like to take this opportunity to express my appreciation for the service and leadership Mr. Shields has provided as a member of the SCC Board of Trustees. Since 2011, he has served as an exemplary trustee and has been a valuable addition to the Board. Mr. Shield's reappointment as a Trustee would be most welcome.

Please notify me when the reappointment or new appointment is made. If you have any questions about this process, please do not hesitate to call me.

We appreciate your support for Southwestern Community College.

Sincerely,



Terry Bell, Chairman  
SCC Board of Trustees

TB/nc

cc: Derek Roland, Macon County Manager  
Brian MacMahan, Chairman, Jackson County Board of Commissioners