

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: May 12, 2020

11A. Emergency Management Director Warren Cabe is seeking discussion concerning the Unmet Needs Committee, which has been established as a working group through the Emergency Operations Center (EOC) process for COVID-19 and severe weather responses, utilizing unused Hurricane Ivan Recovery Funds to assist in recovery efforts for the Easter weekend severe weather that affected our area. Current funds were donated from a variety of sources in 2005-2006 for Hurricane Ivan recovery and the remainder were held to cover any remaining expenses when the recovery program ended after the ten (10) year limits were met on property requirements. The total amount available is \$34,153.65. A proposed application and funding criteria is attached. Applications will be processed and approved by the Unmet Needs Committee. A list of members is attached.

11B. Planning, Permitting and Development Director Jack Morgan is seeking authority from the board to release a security deposit to CCJS, LLC (Chris Cook) in the amount of \$7,875 stemming from the completion of pavement on an access road within the Bear Pen Cove Subdivision.

11C. Jennifer Moore with Nantahala Volunteer Fire and Rescue, Inc. has made the agency's annual request for a fireworks display permit. The event is planned for Saturday, June 27, 2020 with a "rain" date of Friday, July 3, 2020. A copy of the application is attached, and the insurance certificate will be forthcoming.

11D. Mr. Jones is requesting approval of a revised letter from the county to Mainspring Conservation Trust, Inc., extending temporary permission for the use of county property to construct a road that will be used in

conjunction with a stream bank restoration program on adjoining land owned by Mainspring. The revised letter, a copy of which is attached, extends the county's permission until November 1, 2020, and his request would include the board authorizing Mr. Roland to sign and send the letter.

11E. Mr. Jones is also requesting approval of a revised contract for the county to purchase property from the Reed Estate, located off of Buck Creek Road in Highlands. The board approved the contract at its March 10, 2020 meeting, but Mr. Jones said the Reed Estate was never presented with a signed contract, and a new one is needed due to various dates for things to take place under the terms of the contract. A copy of the revised agreement is attached, and Mr. Jones can provide additional details at the meeting.

11F. Mr. Roland will provide information regarding the closure of the underground storage tanks at the Macon County School Bus Garage at the meeting.

11G. Please see the attached memo from Transit Director Kim Angel regarding her intent to apply on behalf of the county for CARES Act funds through the North Carolina Department of Transportation (NCDOT). There is no resolution or public hearing requirement to apply for the funds, but she is seeking board approval to submit the grant application, which is due May 15th.

11H. If this particular item has not been addressed earlier in the meeting, time on the agenda has been allotted for the scheduling of dates and times for budget work sessions for the board, with the assumption that this meeting will be recessed until the first budget work session.

Macon County Severe Weather Relief Fund Application

I. IDENTIFYING INFORMATION

Applicant: _____ Date of Birth: _____ Date: _____

Verification of Identity: ☐ NC Driver's License
☐ NC State Income Tax Return Social Security# _____

Permanent Address: _____

Temporary Address: _____

Driving Directions to permanent address if not a street address: _____

Sub. Div./Mobile Home Park: _____
Home Telephone#: _____
Work Telephone#: _____
Alt. Telephone#: _____

Members of Household (Those living together on 4/12/2020):

NAME:	Age:	Date of Birth:	Relationship:	Income:
1.				
2.				
3.				
4.				
5.				
6.				

II. IMPACT OF STORM ON APPLICANT/HOUSEHOLD:

Request/impact of disaster on household. Describe fully the damage to your home and those needs that have not yet been met through other resources:

Check one that most closely describes the damage sustained by your household as a result of the storm:

A. Home/Household Goods (owned by applicant):

- ☐ 1. **No** flooding or physical damage to home from 04/12/2020 Storm.
- ☐ 2. Home flooded or affected by other storm related storm damage. Damage sustained, but family has been able to remain in or return to home. **Less** than 50% of belongings were lost.
- ☐ 3. Home flooded or affected by other storm related storm damage. Damage sustained, but family has been able to remain in or return home. **More** than 50% of belongings were lost.
- ☐ 4. Home flooded or affected by other storm related storm damage. Damage sustained, but family expected to have structure repaired and return to home. Family **lost most** belongings and household is **displaced** at this time.
- ☐ 5. Home flooded or affected by other storm related storm damage and considered a **total loss**. Family lost most belongings and household is displaced at this time.

B. Home/Household Goods (Rental):

- ☐ 1. No flooding or physical damage to home from storm.
- ☐ 2. Home flooded or affected by other storm related storm damage. Damage sustained, but family has been able to remain in or return to the rental unit. **Less** than 50% of belongings were lost.
- ☐ 3. Home sustained some flooding or affected by other storm related storm damage. Family has been able to remain in or return to the rental unit **More** than 50% of belongings were lost.
- ☐ 4. Home flooded or affected by other storm related storm damage. Family **lost most** belongings. Has found another rental unit.
- ☐ 5. Home flooded or affected by other storm related storm damage. Family lost most belongings and was displaced. Are in temporary quarters (with family, friends, or in a motel, etc.)

Check all assistance received from other sources:

- ☐ Food Stamp Replacement
- ☐ Red Cross Vouchers
- ☐ Employer Assistance Fund
- ☐ Care Net
- ☐ Other _____

III. CERTIFICATION OF INFORMATION:

- A. Civil Rights: No person shall, on the grounds of race, color national origin, age, sex, disability, handicap, political beliefs, or religion, be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under this program.
- B. I certify that damages were incurred on the dates of 4/12/2020 through 4/13/2020 as a result of severe weather in Macon County. The Information I stated above is true and accurate to the best of my beliefs. My losses are not covered by insurance and I have been unable to get assistance from other sources to meet my needs. No other person in my household has applied for assistance from Macon County Relief Fund and I have not received assistance previously from this source. I give the Department of Social Services permission to verify the level of devastation to my home and I understand that it is unlawful for me to make false statements and that I am subject to prosecution if I do.

Signed: _____

IV. DECISION/AUTHORIZATION OF APPLICATION

Disposition: ☐ Approved for Consideration ☐ Denied (if denied, check below)

Reason for Denial:

- ☐ Household sustained no damage or loss due to Storm.
- ☐ Household sustained no damage or loss due to Storm that has not been addressed by other relief assistance efforts.
- ☐ Household was a permanent resident of another county at the time of Storm.
- ☐ Other:
- _____

Items/Amounts Approved of Consideration:

Category of Assistance	Amount	Vendor/Address
<u>Home Repairs</u>		
Relief Funds		
<u>Rent/Mortgage Assistance</u>		
Relief Funds		
Total Assistance:		

Supervisor's Signature: _____ Assistance#: _____

Please indicate the items listed below that affected you. If you mark any of the items listed, please explain.

☐ **Address of property/home that received the damage**

☐ **Lost Power, resulting in loss of food.** Estimated value: _____
(Refrigerator or Freezer contents or both)

☐ **Furniture had/have to be replaced.**

(IE, Couch, Chair(s), Mattresses, Bedframe(s), Chest of Drawers, End tables, etc.)

Has it been replaced? If not, what remains to be replaced?

☐ **Major appliances had/ have to be replaced.**

(IE, Washer, Dryer, Stove, Refrigerator, Microwave)

Has it been replaced? If not, what remains to be replaced?

☐ **Household appliances had/have to be replaced.**

(IE, Toaster, TV, Satellite, Coffee Pot, Clock(s), VCR/DVD player, Stereo, Lamps, etc.)

Has it been replaced? If not, what remains to be replaced?

☐ **Clothing or Linen ruined, had/ have to be replaced. Please explain.**

Has it been replaced? If not, what remains to be replaced?

☐ **Flooding of basement, if so how much?** _____

☐ **Property Damage, if so please explain:** (IE, Bank erosion, Retaining wall, etc.)

Has it been repaired? If not, what remains to be repaired?

☐ **Road/Bridge Damage, if so, please explain:**

Has it been repaired? If not, what remains to be repaired?

☐ **Structure Damage to Home.** If so, explain. Please Circle: **OWNER** or **RENTER**

Has it been repaired? If not, what remains to be repaired?

☐ **Damage to other structures on your property.** If so, explain.

Has it been repaired? If not, what remains to be repaired?

☐ **Water Source Damage** (Spring contaminated, Well needed to be repaired/replaced). If so, explain.

Has it been repaired? If not, what remains to be repaired?

☐ **Did you have to leave your home?** IF so, for how long? _____

☐ **Other:** Please explain anything not previously mentioned.

☐ Was this your primary residence? **YES/NO** -or- Business? **YES/ NO**

☐ **Insurance:** Did you receive assistance from insurance sources?

Insurance: Claim Denied? YES/NO Claim Paid: \$ _____

☐ **Did you receive any assistance from the following:**

☐ Red Cross
☐ Macon Baptist Association
☐ CareNet

☐ Salvation Army
☐ Church Group (repairs)
☐ Other: _____

NAME: _____

Thank you for your time.

Severe Weather Recovery Funding

1. Total assistance cannot exceed \$1500 per household.
2. Primary residences will receive priority over secondary residences.
3. Priority will be for recovery expenses ineligible for insurance coverage or not covered by any other recovery programs.
4. Damages must have occurred during the period of April 11, 2020-April 13, 2020.

Priorities for Funding:

1. Emergency home repairs to primary residences currently unable to be occupied due to storm damage.
2. Rental assistance/mortgage assistance: Available for one time only and only for primary residences currently unable to be occupied due to storm damage. Payment will be made to the landlord or mortgage lender. Payment will be for the actual amount of one(1) month's rent/mortgage, not to exceed \$600.
3. Emergency access repairs-primary residences: Repairs to access roadways to primary residences including repairs to roads, bridges, or culverts. Priority will be for primary residences that are isolated due to damage.
4. Emergency home repairs to primary residences currently able to be occupied but were affected by storm damage.
5. Emergency home repairs to secondary residences currently unable to be occupied due to storm damage.
6. Emergency access repairs-secondary residences: Repairs to access roadways to secondary residences including repairs to roads, bridges, or culverts. Priority will be for residences that are isolated due to damage.

ORGANIZATION ASSIGNMENT LIST (ICS 203)

1. Incident Name: COVID-19 Pandemic/Severe Weather		2. Operational Period: Date From: 5/05/2020 Date To: 5/12/2020 Time From: 0800 Time To: 0800	
3. Incident Commander(s) and Command Staff:		7. Operations Section:	
IC/UCs	Cabe	Chief	
	McGaha	Deputy	
Deputy		Staging Area	
Safety Officer		Branch	
Public Info. Officer	Ritter/Hollifield	Branch Director	
Liaison Officer		Deputy	
4. Agency/Organization Representatives:		Division/Group	
Agency/Organization	Name	Division/Group	
Unmet Needs	P Betancourt / C Makinson-DSS	Division/Group	
	T Hogsed-CareNet	Division/Group	
	C Bredenkamp-Coop Ext	Division/Group	
	M Mathis-TOH	Branch	
	J Horton-TOF	Branch Director	
	T Jenkins-EDC	Deputy	
5. Planning Section:		Division/Group	
Chief		Division/Group	
Deputy		Division/Group	
Resources Unit		Division/Group	
Situation Unit		Division/Group	
Documentation Unit		Branch	
Demobilization Unit		Branch Director	
Technical Specialists		Deputy	
		Division/Group	
		Division/Group	
		Division/Group	
6. Logistics Section:		Division/Group	
Chief		Division/Group	
Deputy		Air Operations Branch	
Support Branch		Air Ops Branch Dir.	
Director			
Supply Unit			
Facilities Unit		8. Finance/Administration Section:	
Ground Support Unit		Chief	
Service Branch		Deputy	
Director		Time Unit	
Communications Unit		Procurement Unit	
Medical Unit		Comp/Claims Unit	
Food Unit		Cost Unit	
9. Prepared by: Name: Warren Cabe Position/Title: EM Signature: _____			
ICS 203	IAP Page _____	Date/Time: _____	

ICS 203

Organization Assignment List

Purpose. The Organization Assignment List (ICS 203) provides ICS personnel with information on the units that are currently activated and the names of personnel staffing each position/unit. It is used to complete the Incident Organization Chart (ICS 207) which is posted on the Incident Command Post display. An actual organization will be incident or event-specific. **Not all positions need to be filled.** Some blocks may contain more than one name. The size of the organization is dependent on the magnitude of the incident, and can be expanded or contracted as necessary.

Preparation. The Resources Unit prepares and maintains this list under the direction of the Planning Section Chief. Complete only the blocks for the positions that are being used for the incident. If a trainee is assigned to a position, indicate this with a "T" in parentheses behind the name (e.g., "A. Smith (T)").

Distribution. The ICS 203 is duplicated and attached to the Incident Objectives (ICS 202) and given to all recipients as part of the Incident Action Plan (IAP). All completed original forms must be given to the Documentation Unit.

Notes:

- The ICS 203 serves as part of the IAP.
- If needed, more than one name can be put in each block by inserting a slash.
- If additional pages are needed, use a blank ICS 203 and repaginate as needed.
- ICS allows for organizational flexibility, so the Intelligence/Investigations Function can be embedded in several different places within the organizational structure.

Block Number	Block Title	Instructions
1	Incident Name	Enter the name assigned to the incident.
2	Operational Period • Date and Time From • Date and Time To	Enter the start date (month/day/year) and time (using the 24-hour clock) and end date and time for the operational period to which the form applies.
3	Incident Commander(s) and Command Staff • IC/UCs • Deputy • Safety Officer • Public Information Officer • Liaison Officer	Enter the names of the Incident Commander(s) and Command Staff. Label Assistants to Command Staff as such (for example, "Assistant Safety Officer"). For all individuals, use at least the first initial and last name. For Unified Command, also include agency names.
4	Agency/Organization Representatives • Agency/Organization • Name	Enter the agency/organization names and the names of their representatives. For all individuals, use at least the first initial and last name.
5	Planning Section • Chief • Deputy • Resources Unit • Situation Unit • Documentation Unit • Demobilization Unit • Technical Specialists	Enter the name of the Planning Section Chief, Deputy, and Unit Leaders after each position title. List Technical Specialists with an indication of specialty. If there is a shift change during the specified operational period, list both names, separated by a slash. For all individuals, use at least the first initial and last name.

Block Number	Block Title	Instructions
6	Logistics Section • Chief • Deputy Support Branch • Director • Supply Unit • Facilities Unit • Ground Support Unit Service Branch • Director • Communications Unit • Medical Unit • Food Unit	Enter the name of the Logistics Section Chief, Deputy, Branch Directors, and Unit Leaders after each position title. If there is a shift change during the specified operational period, list both names, separated by a slash. For all individuals, use at least the first initial and last name.
7	Operations Section • Chief • Deputy • Staging Area Branch • Branch Director • Deputy • Division/Group Air Operations Branch • Air Operations Branch Director	Enter the name of the Operations Section Chief, Deputy, Branch Director(s), Deputies, and personnel staffing each of the listed positions. For Divisions/Groups, enter the Division/Group identifier in the left column and the individual's name in the right column. Branches and Divisions/Groups may be named for functionality or by geography. For Divisions/Groups, indicate Division/Group Supervisor. Use an additional page if more than three Branches are activated. If there is a shift change during the specified operational period, list both names, separated by a slash. For all individuals, use at least the first initial and last name.
8	Finance/Administration Section • Chief • Deputy • Time Unit • Procurement Unit • Compensation/Claims Unit • Cost Unit	Enter the name of the Finance/Administration Section Chief, Deputy, and Unit Leaders after each position title. If there is a shift change during the specified operational period, list both names, separated by a slash. For all individuals, use at least the first initial and last name.
9	Prepared by • Name • Position/Title • Signature • Date/Time	Enter the name, ICS position, and signature of the person preparing the form. Enter date (month/day/year) and time prepared (24-hour clock).

CCJS, LLC

290 Stonecreek Drive

Franklin, NC 28734

(828) 371-1768

April 24, 2020

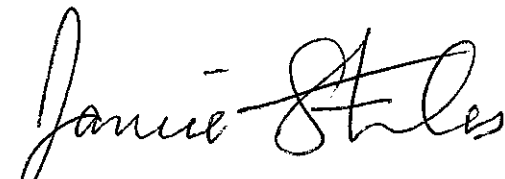
Jack Morgan,

Mr. Morgan on October 4, 2019 CCJS, LLC deposited a Security Guarantee in the amount \$7,875 with Macon County. This Security Guarantee was to be held by Macon County until such time as the portion Bear Pen Cove Rd, which exceeded the allowable grade for gravel roads, was paved.

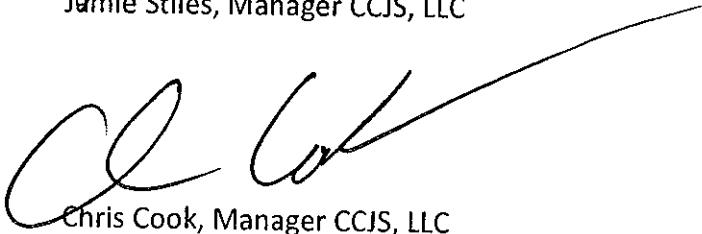
CCJS, LLC has completed the paving on Bear Pen Cove Rd, as required by the Bear Pen Cove Subdivision approval letter from Macon County Planning, Permitting and Development dated September 25, 2019.

As such CCJS, LLC is requesting that upon your recommendation The Macon County Board of Commissioners release the full amount of the Security Guarantee.

Thank You,



Jamie Stiles, Manager CCJS, LLC



Chris Cook, Manager CCJS, LLC

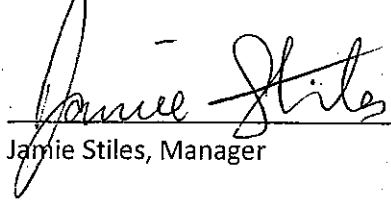
Macon County
Planning, Permitting, and Development
1834 Lakeside Drive
Franklin NC 28734

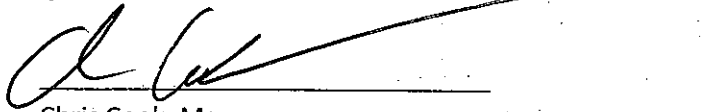
To whom it may concern:

We have completed the required paving in the Bear Pen Cove subdivision. In addition, the cost has been paid in full.

As such, we request that the deposit for surety be released back to us.

Thank you!



Jamie Stiles, Manager

Chris Cook, Manager

MISCELLANEOUS PAYMENT RECPT#: 152773
MACON COUNTY
5 WEST MAIN STREET
FRANKLIN NC 28734

DATE: 10/04/19 TIME: 08:38
CLERK: twiggins DEPT: REGS/CODES
CUSTOMER#: 0

COMMENT:

CHG: SBONDS SURETY BONDS 7875.00

AMOUNT PAID: 7875.00

PAID BY: CHRIS COOK
PAYMENT METH: CHECK
200

REFERENCE:

AMT TENDERED: 7875.00
AMT APPLIED: 7875.00
CHANGE: .00

CCJS, LLC
290 STONECREEK DR
FRANKLIN, NC 28734

200

10-4-19

DATE

66-1254/531

CHECK ARMOR

Pay to the order of *Maura Court*

Seven Thousand eight hundred and no

\$ 7875.00

PAID



VOID
COPY

Nantahala

BANK & TRUST COMPANY
WWW.NANTAHALABANK.COM
FRANKLIN, NC

FOR *Payee*

Cl Court

⑆053112547⑆ 100718951 0200

STATE OF NORTH
CAROLINA COUNTY OF
MACON

**APPLICATION FOR PERMIT TO EXHIBIT, USE AND/OR
DISCHARGE PYROTECHNICS FOR CONCERT OR PUBLIC
EXHIBITION**

1. Display Operator/Applicant's full name and address: **William R. Bateman 191 Anderson Road, Andrews, NC 28901**
2. Has the Display Operator/Applicant been issued a display operator license under N.C. Gen.Stat. § 58-82A-3 and does the same remain in effect? **Yes**. Attach copy.
3. Place of proposed public exhibition: **Island on Nantahala Lake**
4. Will the exhibition be indoor? **No** If so, additional rules apply.
5. Will the proposed exhibition be in connection with concerts or public exhibitions, such as fairs, carnivals, shows of all descriptions and/or public celebrations? **No** . If so, which: 6. Will the proposed exhibition be used for any other purpose? **No** . If so, what? ____ .
7. Does the Display Operator/Applicant have insurance in the amount of at least five hundred thousand dollars (\$500,000) or the minimum amount required by the North Carolina Building Code pursuant to N.C. Gen. Stat. § 143-138(e), whichever is greater? **Yes** Attach full copy of the same.
8. The names of all Individual(s) who are to exhibit, use, handle or discharge pyrotechnics in connection with the concert or public exhibit: **William Bateman, Gary Frazier, Rick Trammel, Paul Earwood**
9. Have all persons identified in #8 above completed training and licensing required under Article 82A of Chapter 58 of the North Carolina General Statutes? **Yes**.
10. Will the display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, be present at the concert or public exhibition? **Yes**.
11. Will the display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, personally direct all aspects of

exhibiting, using, handling, or discharging the pyrotechnics? **Yes.**

12. Does Display Operator/Applicant have all necessary permissions from the property owner of the lands where the display will take place? **Yes**

I certify under penalty of perjury that the responses to the above are truthful all respects.

This the 5th day of May, 2020.

A handwritten signature in dark ink, reading "William R. Paten", written over a horizontal line.

Display Operator/Applicant

Holder's Full Name: William Ray Bateman
Business Name: Zambelli Fireworks
Government ID By: North Carolina
Government ID Type: Driver License
ID Number: *****7110



License Number: 1583
License Type: 1.3G Pyrotechnic
License Level: Operator
License Status: Valid
Expiration Date: 06/04/2022

May 12, 2020

Mainspring Conservation Trust, Inc.
Attention: Dennis Desmond
P.O. Box 1148
Franklin, NC 28744

Re: Temporary permission for nonexclusive use of a portion of Macon County property for the construction of a road and use of the same in connection with the Mainspring stream bank restoration program upon Mainspring's adjoining lands.

Dear Dennis:

As the Macon County Manager, I have been authorized by the Macon County Board of Commissioners to and I do hereby provide permission from Macon County to Mainspring Conservation Trust, Inc, a North Carolina, Non-Profit Corporation, for temporary and nonexclusive use a 30' wide strip of land located upon Macon County's land in Franklin Township, Macon County, North Carolina, described below, for the purpose of constructing a road and using the same in connection with the Mainspring Conservation Trust, Inc., stream bank restoration program to be conducted upon Mainspring Conservation Trust, Inc.'s adjoining land in accordance with the terms and conditions set forth below, and said strip of land is more particularly described as those lands colored in "yellow" on the unrecorded plat attached hereto as Exhibit A, which is incorporated herein by reference.

The terms and conditions of this temporary and non-exclusive use are as follows:

1. Mainspring Land Conservation Trust, Inc., shall at its sole expense and no expense unto Macon County, build a road for its purpose of using the same in connection with the Mainspring Conservation Trust, Inc., stream bank restoration program to be conducted upon Mainspring Conservation Trust, Inc.'s land which is adjacent to that of Macon County on a 30' wide strip of land owned by Macon County which is more particularly described as those lands colored in "yellow" on the unrecorded plat attached hereto as Exhibit A, which is incorporated herein by reference. Mainspring Conservation Trust, Inc., shall at its sole expense and at no expense unto Macon County, cause there to be installed a gate across said road to be constructed on the lands of Macon County at that point on Macon County lands closest to Siler Road. Mainspring Conservation Trust, Inc., shall cause the same to be locked at all times so as to prevent access except when it, its employees, contractors and/or agents are using the same in accordance with the terms and conditions of this temporary permission. Mainspring Conservation Trust, Inc., shall provide the Macon County Manager with a key to such locked gate. At the end of the term of this permission said lock and gate shall be the sole property of Macon County;
2. Mainspring Land Conservation Trust, Inc., shall design, construct and maintain said road during the term of this permission as per "A Guide for Forest Access Road Construction and

Mainspring Conservation Trust, Inc.
Attention: Dennis Desmond
May 12, 2020
Page Two

Maintenance in the Southern Appalachian Mountains" a copy of said best practices manual can be had at <https://ncforestservice.gov/publications/wq0214.pdf> , which is incorporated herein by reference;

3. Mainspring Land Conservation Trust, Inc., may temporarily use (non-exclusively) during the term of this permission said 30' wide strip of land of Macon County to construct and maintain such road;
4. The permission provided Mainspring Conservation Trust, Inc., herein is not an easement, right of way or any other interest in real property. It is only temporary permission for non-exclusive use for and during the term of this permission and in accordance with the terms and conditions of this permission;
5. Mainspring Conservation Trust, Inc., shall cause all construction and maintenance of such road to be done by in a good and workmanlike manner by duly licensed contractors who shall have appropriate liability insurance;
6. Mainspring Conservation Trust, Inc., shall at all time during the term of this permission carry liability insurance with limits in the amount of at least \$1,000,000.00 which will insure against liability for arising out of its construction, maintenance and use of Macon County's lands as aforesaid as well as the use of its employees, contractors and agents. Further, Mainspring Conservation Trust, Inc., shall cause Macon County to be named as an additional insured on such liability policy and shall cause notice of the same to be provided to the Macon County Manager;
7. Mainspring Conservation Trust, Inc., shall indemnify and hold Macon County harmless for any and all liability incurred by Macon County, including attorneys fees, as a result of any activities or omissions of Mainspring Conservation Trust, Inc., its employees, contractors or agents, upon the lands of Macon County during the term of this permission;
8. The term of the permission provided to Mainspring Conservation Trust, Inc., hereunder shall be from the date of this letter until November 1, 2020, and no longer;
9. Mainspring Conservation Trust, Inc., shall comply with the e-verification requirements of Article 2 of Chapter 64 of the General Statutes. Further, if it utilizes a subcontractor, such party shall require the subcontractor to comply with the e-verification requirements of Article 2 of Chapter 64 of the General Statutes;

Mainspring Conservation Trust, Inc.
Attention: Dennis Desmond
May 12, 2019
Page Three

10. Mainspring Conservation Trust, Inc., shall cause this letter to be signed in the place indicated below by a duly authorized representative thereby acknowledging its agreement to all of the terms and conditions of this permission contained herein;
11. Mainspring Conservation Trust, Inc., shall comply with all laws of the State of North Carolina and all ordinances of Macon County in conducting the work specified herein; and
12. Mainspring Conservation Trust, Inc., shall be responsible for the cost of all permits necessary for the work specified herein.

Sincerely,

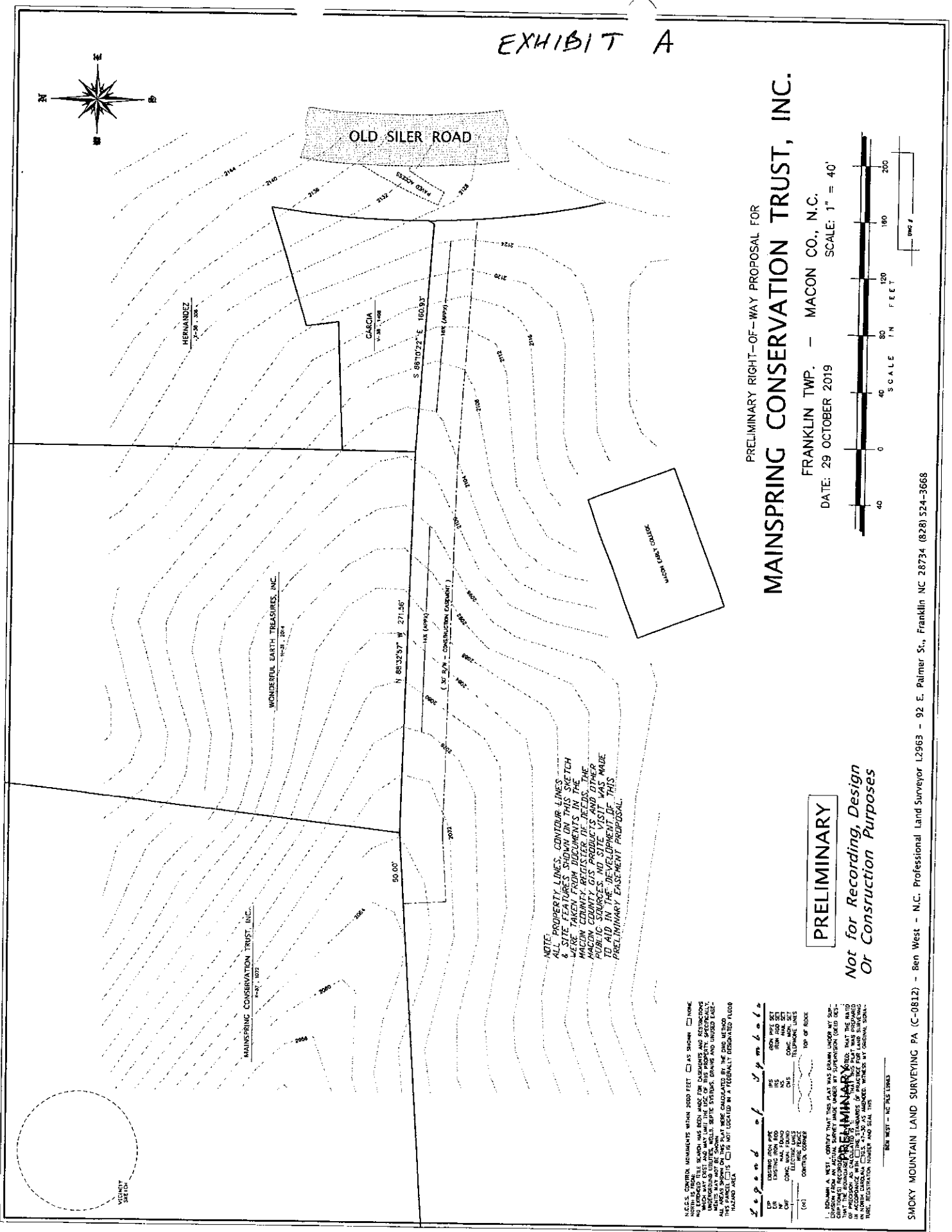
Derek Roland
Macon County Manager

Mainspring Conservation Trust, Inc., does hereby agree to all of the foregoing terms and conditions of the foregoing permission.

This the ____ day of May, 2020.

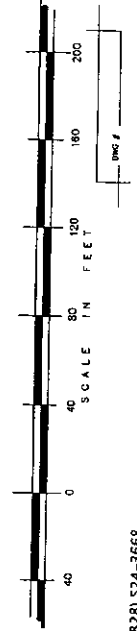
Mainspring Conservation Trust, Inc., a North
Carolina Nonprofit Corporation

By: _____
President



PRELIMINARY RIGHT-OF-WAY PROPOSAL FOR
MAINSRING CONSERVATION TRUST, INC.

FRANKLIN TWP. - MACON CO., N.C.
DATE: 29 OCTOBER 2019 SCALE: 1" = 40'



PRELIMINARY

*Not for Recording, Design
Or Construction Purposes*

N.C.S. CONTROL MONUMENTS WITHIN 3000 FEET ☐ AS SHOWN ☐ NONE.
NORTH IS TOWARD ☐ TOP OF PAGE ☐ OTHER: _____
NO EXTENDED TITLE SEARCH HAS BEEN MADE FOR EASEMENTS AND RESTRICTIONS
WHICH MAY EXIST AND MAY AFFECT THE USE OF THIS PROPERTY. SPECIFICALLY,
UNDERGROUND UTILITIES (E.G., SEPTIC SYSTEMS, DRAINAGE AND UNUSED EASE-
MENTS) MAY NOT BE SHOWN.
ALL AREAS SHOWN ON THIS PLAT WERE CALCULATED BY THE DMO VERDOD
THIS PARCEL ☐ IS NOT LOCATED IN A FEDERALLY DESIGNATED FLOOD
HAZARDOUS AREA.

Legend of Symbols

EP	EXISTING IRON PIPE	IPS	IRON PIPE SET
CR	EXISTING ROD	IRS	IRON ROD SET
W	WALL	NS	NAIL SET
WF	WALL FRAMING	MS	MASONRY SET
CMF	CONC. MASON. FRAMING	CMAS	CONC. MASON. SET
	ELECTRIC LUNGS		TELEPHONE LINES
	WIRE FENCE		TOP OF BRIDGE
(cc)	CORNER		

I, BENJAMIN A. WEST, CERTIFY THAT THIS PLAY WAS DRAWN UNDER MY SUPERVISION, THAT THE SURVEY MADE UNDER MY SUPERVISION (SEEED DESCRIPTIONS) RECEIVED THE APPROVAL OF THE BOARD OF SURVEYING AND MAPS OF THE STATE OF NORTH CAROLINA. I FURTHER CERTIFY THAT THE FOUNDATION OF THIS PLAY WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THIS PLAY WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA. DATES 47-50 AS AUTHORED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS

DEM WEST - NC PLS L2DK3

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

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 _____, 2020.

Macon County Finance Officer

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between Macon County, a North Carolina County and Body Politic ("Buyer"), and the Estate of Ernestine Z. Reed, c/o Joseph M. Collins, Collins & Hensley, P.A., 217 Iotla Street, Franklin, NC 28734 ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property":** (Address): 11099 Buck Creek Road, Highlands, North Carolina. Being all of the same lands, privileges, easements and appurtenances described in the Deed dated September 22, 1962, from Lyman Zachary and wife, Dora Zachary to Eldon W. Reed and wife, Ernestine Z Reed, recorded in Book W-6, at Page 262, in the Office of the Register of Deeds for Macon County, North Carolina.

☐ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is 7541624852; and, (ii) all of the Property, consisting of is described in Deed Book W-6, at, Page No.: 262, Macon County, North Carolina.)

together with all buildings and improvements thereon including the Mobile Home presently situated upon the same and all fixtures and appurtenances thereto.

\$60,000.00

(b) **"Purchase Price"** shall mean the sum of Sixty Thousand Dollars, *payable on the following terms:*

\$ 500.00

(i) **"Earnest Money"** shall mean Five Hundred Dollars or terms as follows: N/A

Upon this Agreement becoming a Contract in accordance with Section 14, the Earnest Money shall be promptly deposited in Escrow with the Trust Account of Collins and Hensley, P.A., to be applied as part of the purchase of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

☐ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND:** *(check only ONE box)*

☐ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is N/A)**

☐ ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ N/A

(ii) **Proceeds of a new loan** in the amount of N/A Dollars for a term of N/A years, with an amortization period not to exceed N/A years, at an interest rate not to exceed N/A% per annum with mortgage loan discount points not to exceed N/A% of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

\$ N/A

(iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of N/A Dollars being payable over a term of N/A years, with an amortization period of N/A years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of N/A percent (N/A%) per annum in the amount of \$N/A, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ N/A

(iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$N/A and evidenced by a note bearing interest at the rate of N/A percent (N/A%) per annum, and a current payment amount of \$N/A. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before N/A. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

\$59,500.00

(v) **Cash, balance of Purchase Price**, at Closing in the amount of Fifty Nine Thousand, Five Hundred Eighty Dollars.

(c) **"Closing"** shall mean the date and time of recording of the deed. Closing shall occur Upon 10 days notice from Buyer to Seller, and such date to be selected by Buyer, within its discretion, shall be at least by June 24, 2020.

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 11:59pm (based upon time at the locale of the Property) to July 31, 2020.

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) **"Broker(s)"** shall mean: N/A ("Listing Agency"), N/A Listing Agent" – License # N/A)

Acting as: ☐ Seller's Agent; ☐ Dual Agent

and N/A ("Selling Agency"), N/A ("Selling Agent"- License N/A)

Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub)Agent; ☐ Dual Agent

(g) **"Seller's Notice Address"** shall be as follows: Estate of Ernestine Z. Reed, c/o Joseph M. Collins, Collins & Hensley, P.A., 217 Iotla Street, Franklin, NC 28734, except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be as follows: Macon County Manager, Macon County Courthouse Annex Building, 5 West Main St., Franklin, NC 28734 except as same may be changed pursuant to Section 12.

- ☒ (i) If this block is marked, additional terms and conditions of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: N/A.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following: N/A.

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

- (a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before N/A, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived

the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

- (b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.
- (c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.
- (d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.
- (e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake onsite inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND SELLER SHALL RECEIVE THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

- ☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.
- ☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not - "Leases") and the following provisions are hereby made a part of this Agreement.

- (a) A list of all Leases shall be set forth on **Exhibit B**;

- (b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;
- (c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.
- (d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at or before Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.
- (e) Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event of breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event that Buyer breaches this Agreement, then the Earnest shall be forfeited, but such forfeiture shall not affect any other remedies available for such breach. In the absence of any breach by the Seller or fault of the Seller, and in the event that Buyer chooses not to purchase the property, for any reason or no reason, and provides written notice to the Seller thereof prior to the expiration of the "Examination Period" provided for in this Agreement, then this Agreement shall terminate and the Earnest Money paid by Buyer shall be paid over unto the Seller and such Earnest Money shall be free and clear of the Claims of the Buyer. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale and certificate of title for any personalty listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing,

the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until Closing has taken place.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 13. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any): N/A.

Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

Seller represents that the regular owners' association dues, if any, are \$N/A per N/A.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

☐ **EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

BUYER:

Business Entity
Macon County

By: _____
Name: James Tate
Title: Chairman of the Board
Date: _____

SELLERS:

Individuals
Estate of Ernestine Z. Shuler

By: _____
Name: _____
Title: _____
Date: _____

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

N/A
(Name of Escrow Agent)

Date: _____

By: _____

Exhibit A

“ Personal Property ”

The Mobile Home presently located upon the “Property” described hereinabove. The same shall be sold and delivered by Bill of Sale and Certificate of Title and with no liens whatsoever against the same.

EXHIBIT B TO AGREEMENT TO PURCHASE AND SALE OF REAL PROPERTY

ADDITIONAL TERMS AND CONDITIONS:

1. Macon County intends to use the real property to be purchased under the terms of this Agreement for Purchase and Sale of Real Property for recreational fields and any other governmental purposes and there must be no zoning, restrictive covenants, other provisions, barriers or other conditions upon said property that would prevent Buyer from using the property subject to this Agreement for Purchase and Sale of Real Property for the same .
2. Seller shall allow full access to the Buyer and Buyer's Agents during the Examination Period provided for in this Agreement for Purchase and Sale of Real Property to the real property which is subject to this Agreement for Purchase and Sale of Real Property to conduct all inspections, surveys assessments, studies and evaluations which Buyer and its agents desire to conduct.
3. This Agreement is expressly conditioned upon Seller being able to properly secure any and all required Court approvals of the sale of this property from the Courts so as to be able to deliver good and marketable fee simple title to the "Property" and said Mobile Home to Buyer at closing by at least June 24, 2020.
4. Seller shall deliver title said Property and Mobile Home to Buyer free and clear of any and all liens, including but not limited to liens for Medicaid.
5. That unless sooner revoked by Buyer, the Offer to Purchase the Property contained herein shall be open for acceptance by the Seller through and including June 24, 2020, and thereafter shall be deemed revoked.



36 Pannell Lane
Franklin, NC 28734

(828) 349-2222 (Phone)
(828) 349-2570 (Fax)
www.macontransit.org

TO: Macon County Board of Commissioners
FROM: Kim Angel, Transit Director 
DATE: May 7, 2020
CC: Derek Roland, County Manager
Lori Carpenter, Finance Director
RE: CARES Act Grant Funding

This memo is to inform you that I will be applying on behalf of Macon County for CARES Act funds through NCDOT. NCDOT has informed transit systems that we will be eligible to apply for 2-3 allocations of funds. The first allocation amount for Macon County will be in the amount of \$191,006. The application deadline for the first allocation is Friday, May 15, 2020. There is no resolution or public hearing requirement to apply for these funds.

The grant will reimburse systems for 100% of the net operating expenses.

The funds are to be used for eligible expenses for the period of January 20, 2020 through June 2021. We do not know at this time what the subsequent allocations will be; however, we will be working with NCDOT to draw down as much of the funds as we are eligible to receive. These funds will help cover operating costs during the COVID-19 pandemic and help offset lost revenues due to the loss of ridership which has been as high as 85% fewer trips.

Below is information from the grant application that may be helpful to you in understanding what is eligible for reimbursement.

On Friday, March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law. The CARES Act provides emergency assistance and health care response for individuals, families and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support Executive Branch agency operations during the COVID-19 pandemic. This act included funding for the Federal Transit Administration (FTA) in order to assist public transportation providers.

Net operating expenses are those expenses remaining after the provider subtracts operating revenues from eligible operating expenses.

Eligible Activities

- All operating expenses (after subtracting fare revenues) that are incurred on or after January 20, 2020, including the following:
 - Provision of transit service, including but not limited to:
 - Driver and other operations worker salaries
 - Fuel
 - Supplies (including personal protective equipment and cleaning supplies)

- Administrative leave for operations employees (including employees performing maintenance): Administrative leave is an administratively authorized absence from duty without loss of pay or reduction in an employee's available leave. In the context of the COVID-19 public health emergency, administrative leave could include, but is not limited to, leave for an employee who is not required to work due to a reduction in service or leave for a worker who is quarantined after potential exposure to an individual infected with COVID-19.
- Existing operations and maintenance service contracts, whether previously funded by federal or non-federal funds. Contracts that were funded with non-federal funds and that did not follow federal procurement requirements would need to submit a request for a waiver to the Emergency Relief docket and the waiver would need to be approved by FTA.

If you have questions regarding this information or the application process, please let me know.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CONSENT AGENDA

MEETING DATE: April 14, 2020

Item 12A. Draft copies of the minutes of the March 10, 2020 regular meeting, the March 17, 2020 emergency meeting and the March 26, 2020 special meeting are attached for your review and approval. The minutes of the April 14, 2020 regular meeting will be submitted at a later date. (Mike Decker)

Item 12B. Budget Amendments #242-251 are attached for your review and approval. (Lori Carpenter)

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

Item 12D. A copy of the ad valorem tax collections report for the month of April, which shows an overall 97.78 percent collection rate as of 04.30.20. No action is required on this item. (Teresa McDowell)

**MACON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
MARCH 10, 2020
MINUTES**

Chairman Tate called the meeting to order at 6:00 p.m. and welcomed those in attendance. All Board Members, County Manager Derek Roland, Deputy Clerk Mike Decker, Finance Director Lori Carpenter, County Attorney Chester Jones, members of the news media and interested citizens were present. Due to the size of the audience, Chairman Tate announced that the board would recess the meeting for approximately five to 10 minutes and reconvene in Courtroom A on the fourth floor of the Macon County Courthouse. Upon a motion by Commissioner Gillespie, seconded by Commission Beale, the board voted unanimously to recess the meeting at 6:01 p.m. and reconvene in Courtroom A.

Chairman Tate reconvened the meeting in Courtroom A at 6:08 p.m., where it was standing room only with a number of citizens standing outside the courtroom doors in the hallway. Chairman Tate welcomed those in attendance and announced that the board had a rather lengthy agenda, and noted that an effort was being made to bring as many people inside the courtroom as possible.

PUBLIC HEARING: Chairman Tate stated that the agenda called for a public hearing to be held at 6 p.m., and he opened the public hearing at 6:10 p.m. and stated that the purpose for the hearing, as publicly noticed, was to receive public comment on the reaffirmation and re-establishment of an appropriate and verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for Macon County building projects under the provisions of North Carolina General Statute 143-28.2, and the reaffirmation, re-establishment and amendment of the county's Minority Business Outreach Plan. Mr. Jones further explained the need for the county to update the plan and allow the public the opportunity to speak concerning it. Chairman Tate said no one signed up to speak, and he closed the public hearing at 6:13 p.m. Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve a "Resolution Confirming Minority Business Participation Goal for Macon County, North Carolina & Minority Business Outreach Plan Macon County, North Carolina" as presented, a copy of which is attached **(Attachment 1)** and is hereby made a part of these minutes.

ANNOUNCEMENTS: Commissioner Beale said he and others had met recently with the president of AT&T regarding broadband, adding that the AT&T official had agreed to come and meet with the Southwestern Commission about this issue. He also said that North Carolina was one of several states that had rejected an offer of \$18 billion over 18 years to settle opioid lawsuits. Commissioner Beale also noted that the Balsam Place behavioral health facility will close. Chairman Tate said he had received correspondence regarding the state of parking lots at some of the county's voting precincts, a topic that would be further discussed at the board's April regular meeting. He also said he had received numerous letters about the amount of trash on the sides of the roads, primarily on US 64 between Franklin and Highlands and NC 106 between Highlands and Dillard, Georgia, and this would be discussed in April as well. Chairman Tate then noted the loss of the county's Assistant Information Technology Director Lynn Wright, who died on February 23rd following a vehicle accident.

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

PLEDGE TO THE FLAG: Led by Sheriff Robert Holland, the pledge to the flag was recited.

PUBLIC COMMENT PERIOD: Chairman Tate pointed out that he had four full pages of names of those who had signed up to speak during the public comment period. He asked that those speaking remember to practice civil discourse and to limit their comments to three minutes in length. He said the board members would do their best to listen and understand, and noted that as chairman, he tended to be "very lenient" with the time limit, although Mr. Roland would be tasked with being the timekeeper. He conclude by reminding those speaking to address the board and not the audience.

NOTE: Due to the number of speakers and the length of their comments, these minutes will reflect the basic theme of their viewpoint in as concise a manner as possible.

Donnie Holden said he had gained 573 new names on a petition in support of making Macon County a "Second Amendment Sanctuary County," bringing the total to 1,957. Mr. Holden reviewed the steps leading to his comments tonight, including his meeting with Commissioners Higdon and Gillespie on March 6th to review a redraft of his proposed resolution. He also commented on the proposed resolution drafted by Mr. Jones. He stated that Commissioners Higdon and Gillespie told him they would support the final version of his resolution, and he added that some members of the board and Sheriff Holland "never had any intention" of seeing his resolution pass. He claimed the resolution prepared by Mr. Jones was "not worth the paper it's printed on."

Chris Browning described the board's consideration of the second amendment resolution as "a sham from the very beginning" and further stated that Mr. Holden has not been shown the respect he deserves.

Karen Duncan said there is no way the founding fathers could have foreseen what weapons have become, and that the Second Amendment doesn't guarantee an individual the right to "do whatever with a gun." She asked the board not to declare Macon County a Second Amendment Sanctuary County.

Henry Sheldon asked the board to replace the arts program in the county school system.

Amberly Downs said she is an artist who has never had formal training, but pays her bills "with what I learned from Macon County Schools." She asked the board to consider more funding for arts programs in the schools.

Kathryn Shields-Holmes told the board she is a licensed clinical mental health specialist, and said that for some students, due to mental health concerns, they don't engage in education, but for others, art and music are outlets and can be used "as a means to heal." She implored the board to consider more funding for arts education in the schools.

Billy Love, the director of education and outreach at The Bascom in Highlands, a center for the visual arts, said that arts education helps to develop essential creative skills, adding that it is essential that we provide our students with "well rounded learning opportunities" to help them be competitive in the modern workforce.

Olga Lampkin first told the board that she strongly supported funding for the arts, adding there is a "vast range of benefits" from this, and urged the board to work with school officials to fund some art education positions. She then read a letter from her mother, Olga Pader, asking the board not to vote in favor of the Second Amendment resolution, stating that it was an attempt by gun activists to make an issue where one doesn't exist. She said a sanctuary is a place of refuge, and the resolution doesn't make our place safer.

Brian Moffitt, who described himself as a proud graduate of Macon County Schools and an educator, said he was here for all students to ask for funding for arts education. Saying that middle school is one of the most challenging times of life, he told the board he feels that arts are imperative for kids "to learn who they are." As an example, he pointed to Cory Asbury, a 2004 graduate of Franklin High School, who wrote a song called "Reckless Love," which was nominated for a Grammy Award in 2019.

John Brunner told the board he was a pastor at Resurrection Lutheran Church, and with almost 70 years of choral experience, he wanted to speak in favor of funding for arts education.

Sara O'Neal said she has been a teacher for 20 years, 15 of those as an art teacher. She asked the members of the audience to "stand up if you're here for art in schools," and many in the capacity crowd did so. She said Macon Middle School has been with art education for 10 years, adding that students need art and the community needs art, and asked the board for more funding to provide it. She then read a letter from Jeannie Edwards of Highlands, who said that "art changed my life" and wished that her love of art had been fostered in school instead of being snubbed out, adding that she now considers herself one of the lucky ones.

Heidi Ramey expressed her thankfulness that our forefathers put in the Second Amendment for us and that it must be upheld for all.

Ed Morris said there are times "you don't have the right to a gun," and spoke of two incidents that took place during his career as a doctor. He talked about the need for backgrounds checks for those who want to purchase guns, and stated that those checks do not take place at gun shows. He asked why taxpayer dollars were allowed to be used to have gun shows at county facilities.

Jim Taylor, a school counselor at Macon Middle School, noted there is no arts program at the school, which has 650 students. He said it is natural for youth to express themselves in artistic ways, and he also noted he is the only counselor at the school.

Rebecca Horowitz described herself as a proud Franklin-born, Cullasaja-educated commercial artist. She requested that the board take a serious look at funding arts education in the schools, adding that students "deserve art education now, and the county deserves what these children have to offer."

Beverly Barnett, the director of the Mountain Voices community chorus, told the board how important art and music education are, especially for brain development. She said music training promotes a variety of learning experiences, and "with all the pressures on children today," it is important that they benefit from this.

Tim Dills said the Second Amendment right to bear arms shall not be infringed, and added that all that the supporters of the resolution are asking is for the county not to use its resources to "go against us" if the federal government imposes restrictions on that right. "We want you to have our backs like you want

us to have yours at election time,” he told the board. “Have our backs like we do yours.”

Lee Berger thanked the board for placing a resolution regarding retired North Carolina school personnel on the agenda, and told the board members “we have to have your support.”

Steve Sellers said, “I hope everyone here can agree that the Constitution is the supreme law of the land.” He asked the board members to “support the will of the people and uphold the Constitution.”

Marvin Mason said he was a resident of Burningtown and had lived in Macon County for 67 years, and he was a 31-year member of the National Rifle Association. He asked the board to “vote this resolution in” for future generations and those who stand for the Second Amendment.

Roy Hurst stated that “gun shows are paid by us who go to them,” and said background checks are done at gun shows. He went on to add that “gun free zones” are the targets that bad guys choose, as there is a multitude of targets with no opposition, and he said these areas have the highest rates of gun violence. “Bad guys will get a gun,” he said.

Dave Hurd told the board, “I want to protect our rights.” He said that gun safety is primary, and that gun control is a totally different issue. “Freedom does not come in our bloodstreams,” he said. He also spoke of former Soviet leader Nikita Khrushchev’s comment that he would “destroy [America] from within,” adding that Adolph Hitler made Germany “safe by taking the guns away.”

Bob Scott explained that he was “representing only myself,” and not speaking as the Mayor of the Town of Franklin. He told the board he was familiar and qualified with guns, was a certified handgun instructor and had been a gun-carrying officer. However, he voiced his concerns over the county becoming “a gun sanctuary,” fearing it would have long-lasting, unintended consequences. Adopting the resolution “would not be good for us,” he said.

Hazel Norris asked the board to support the resolution regarding the Second Amendment sanctuary, telling the board that “It’s about our rights our forefathers fought for,” adding that 78 other North Carolina counties had already passed similar resolutions.

Patty Page said she was also here to voice her support for the Second Amendment sanctuary. “What’s happening in Virginia right now is the beginning of a slippery slope,” she said, adding that some of the places with the toughest

gun laws have the highest crime rates. Criminals do not obey the law, she said. "We are speaking," she concluded. "We are here to stand up."

April McNiff voiced her support for the arts and for additional funding for art education, saying that children need inspiration. She also told the board that she was in favor of a sales tax increase to support the school system.

Cliff Williams told the board he was a Swain County resident who had come to "make a comment or two." He said the Second Amendment is an individual right and that gun shows are not the "freewheeling" events they were in the past.

Frank Smith III said he was president of the Macon County Art Association. He said it is very critical for the junior high age group to have access to art education and the "wonderful transformations" that stem from it. He also noted he was an advocate for "extending the contribution from the county to the arts."

Ronnie Dills waved his arm around the courtroom and told the board "we are the militia in the state of North Carolina." He said he wanted the board members "to back up the law," unlike in Virginia, and to support the Constitutional right to bear arms.

Stan Polanski urged the board to work to find "a reasonable middle ground" on the Second Amendment issue, and to seek a combination of community harmony and public safety.

Sue Waldroop gave a lengthy discourse on her family's history in Macon County, and told the board she never lived in a house that didn't have guns. While she learned to shoot at the age of 12 and enjoyed target shooting, "we never had anything bigger than a 30-30. I don't know why anybody wants anything bigger." She asked the board to consider who might come to Macon County to claim sanctuary.

Bob Burke of Macon New Beginnings spoke of helping the homeless in Macon County, noting that the organization counted a total of 71 homeless individuals in the county in late January. He said the organization has helped more than 1,123 people and has spent more than \$188,000. He said he would be sending the county a "proposal" in the near future.

Steve Midgett spoke briefly about the arts, then told the board he was in opposition to the Second Amendment resolution, saying it "increases the polarization of issues" and that is the opposite of what is needed on this matter. He said that gun ownership and gun violence are "intimately connected" and as long as there are mass shootings, there will be a conversation about it. He urged the board to seek common sense solutions, to find common ground and to "lead in that regard."

Maggie Jennings, who addressed the board in February, told the members, “I adore and respect you for listening to us.” She said the county would be receiving a request from the county board of education to replace art education teaching positions in the school system, and asked that the commissioners make plans now to allot additional funding.

MaryAnn Ingram explained that she wanted to address two issues, the first being the need for gravel for the parking lot at the Sugarfork voting precinct, stating that voters “had to slop through the mud to get in to vote.” As to the Second Amendment resolution, she said “what I hear from individuals is fear.” She told the board members that she trusted them to do the right thing, adding, “I know you are going to abide by the Constitution.”

Meghan Partain, who also addressed the board in February, said the lack of arts education in the county school system “should be an outrage.” She stated it should not be considered extracurricular, and is needed at all levels in the system. She asked the board to “please lend whatever support you can.” As to the Second Amendment issue, she said that approval of the resolution would “shine a negative light on Macon County.”

Sheriff Robert Holland told the commissioners he hoped all five of them would take the opportunity to let people know he did not interfere in the Second Amendment sanctuary resolution issue. He said the resolution that was presented last month would have died on a 4-1 vote and that he “wanted to make sure we had a good conversation” about it. He again stated he was opposed to taking his oath of office again, but was “thrilled” to see so many citizens at a board meeting voicing their opinions.

At the close of the public comment period at 8:47 p.m., Chairman Tate told the audience that he wished the board “had a never ending stream of money to fund everything,” and that none of the board members wanted to jump to any decision on the Second Amendment resolution issue. He reminded the board that “government goes slowly some times.”

Chairman Tate declared a recess at 8:49 p.m.

Chairman Tate called the meeting back to order at 8:58 p.m.

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

- To add under New Business Item 11D(2) – approval of funding for the proposal from Ritter Architecture, P.A. for architectural services for the new locker room building at Macon Middle School, per Mr. Roland.
- To hold a closed session if time allows, per Mr. Jones.
- To table Item 9A(2), an announcement regarding the new Health Director, until April, per Mr. Roland.

During this time, Commissioner Beale reminded those in the audience that Vietnam Veterans Day would be held on March 28th.

Also during this time, Commissioner Higdon thanked those in attendance for coming to the meeting, and speaking to those in favor of funding for arts education, he said the board dispenses funding for the Board of Education to use, and that it is not the commission's job to approve the curriculum. He said art is a very vital program, but stated that "this board had nothing to do with the elimination of that."

Reports/Presentations

INFORMATION/UPDATE REGARDING CORONAVIRUS: Interim Public Health Director Carmine Rocco updated the board with the latest information on the Coronavirus, also referred to as COVID-19. He said this virus has "far reaching implications for us," adding that seven cases have been reported in North Carolina, most of them in the central part of the state, with no cases reported in Macon County. He also noted that Gov. Roy Cooper on this date declared a state of emergency in North Carolina due to the virus. Mr. Rocco told the board he is working closely with Macon County Schools Superintendent Dr. Chris Baldwin, and at this time there is no expectation of closing any schools, but planned field trips could become an issue. At this point, he said the state and the federal Centers for Disease Control and Prevention (CDC) are providing recommendations. He said the high risk individuals are those age 65 and older with underlying health conditions, and they are being advised to avoid large groups of people. He said visits to long-term care facilities should also be restricted. He told the board it is very important to stress to citizens that if they are sick, to not attend events or work. Proper hand-washing is very important, he said, along with common sense approaches. He said health department staff is "working on the best medical advice we have" and he wants the public to be cautious and prepared. He asked those that have questions to call the health department and to not "act on rumor." He addressed the differences between an epidemic and a pandemic, and also between being isolated and being quarantined. With the school system's spring break coming, he advised residents that if they were planning on traveling to another country or another state, if they are exposed to the Coronavirus, they and their family members would be asked to self-quarantine at home for 14 days upon return. In closing, he said the health department currently has three Coronavirus test kits. Jennifer Garrett, the Director of Nursing at Macon County Public Health, then

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reviewed her prepared PowerPoint presentation regarding COVID-19, a copy of which is attached (Attachment 2) and is hereby made a part of these minutes. She quickly stated a “disclaimer” that this is a rapidly evolving situation and the recommendations will change. She presented information on coronaviruses in general, pointing out that routine cleaning and disinfection procedures are appropriate for COVID-19. She reported on what is known about the virus and which states are currently affected. She noted the governor has created a task force to address the issue. She outlined the qualifications regarding the need to be tested, noting it is not recommended for “asymptomatic” persons. She covered information on those at higher risk, those in adult congregate living facilities and recommendations for mass gatherings and for travelers. She also outlined what individuals can do to prevent the spread, and what the health department is doing to get ready. Commissioner Beale asked her a question regarding exposure, and she replied that it can occur when you have been within six feet or more of an infected individual for more than 10 minutes. No action was necessary.

UPDATE FROM U.S. FOREST SERVICE PLAN ADVISORY COMMITTEE: Jim Gray, who was tasked by the commissioners on February 11th with forming the Macon County Forest Advisory Committee, gave the board an update on the committee’s work. He provided the board with a written report, a copy of which is attached (Attachment 3) and is hereby made a part of these minutes. Mr. Gray briefly addressed the membership of the committee and pointed out that 46 percent of the county’s land area is national forest, so Macon has a “huge stake” in the 2020 Draft Management Plan for the Nantahala National Forest. He said the committee is reviewing thousands of pages of documents and needed good maps, which Macon County GIS Analyst Wes Hall provided. He said the draft plan has numerous land classifications, including Interface, Matrix, Backcountry, Wilderness, Special Interest Areas and Old Growth, and he explained what each meant. The plan contains four alternatives (A, B, C and D) and he touched briefly on those. He said the committee has met twice and will meet weekly going forward if possible. He told the board he hoped the committee could present a draft recommendation at the commission’s April regular meeting and then a final report at the board’s May 12 regular meeting, as the county must file comments no later than May 14, 2020. Chairman Tate thanked Mr. Gray for a “fantastic job of keeping us informed,” and Commissioner Beale asked that outdoor recreation needs to be more represented in the plan and to consider adding another member – “someone from the business side” – to the committee. No action was taken.

UPDATE ON ELECTION ACTIVITY AND REPORTING PROCESS: Kathy Tinsley, the chair of the Macon County Board of Elections, gave the commissioners an update following the March 3 primary election, which she told the board “went really well.” She started by saying that moving the one-stop

voting from the county courthouse to the Robert C. Carpenter Community Building allowed for easier voter access with more parking, more voting booths and less wait time. Aside from some “uploading times” involving precinct reporting, she noted the results in the 11th Congressional District will lead to a runoff election on May 12 between Republican contestants Lynda Bennett and Madison Cawthorn. She described “one regrettable incident” in which a request for an absentee ballot that was made by email was deemed invalid,” with Ms. Tinsley noting that, “We really want everyone to vote.” Following brief comments by Commissioner Beale and Chairman Tate, no action was taken.

Old Business

SECOND AMENDMENT RESOLUTION: Chairman Tate provided a “quick history” of the events that have transpired since January regarding a resolution that would declare Macon County a Second Amendment Sanctuary County. Following that, Commissioner Higdon said there are two opposing views, and while there may be the “grand idea” that that could “come together,” he said it will not happen. He described the draft resolution that he and Commissioner Gillespie worked on with Donnie Holden as “a very simple resolution” and that it “should be easy to proudly stand up and support this.” He said he thought the three had come to a reasonable agreement and the word “sanctuary” was removed from the resolution. Mr. Holden interjected that “we want a vote on this,” and Commissioner Higdon said he was prepared to make a motion to support it. Mr. Holden stated again that he and his supporters “want a vote on what we settled on on Friday night.” Chairman Tate moved to restore order, as many in the audience were speaking. He told the audience that we are all in support of the Constitution, but the problem with the resolution is in the “semantics.” He reminded the board members that any one of them could make a motion at any time, and Commissioner Beale suggested that each board member be allowed to speak. Commissioner Shields said he and Mr. Holden had spoken a number of times and he was pleased that the word “sanctuary” has been taken out, but he had concerns over the final two paragraphs of the resolution Mr. Holden had presented. He said he felt like with his oath of office as a commissioner and other state statutes, there was a conflict with the resolution, “and I cannot support it.” Commissioner Beale said the board has “a real opportunity tonight to do something special” but also noted that the county is “an arm of the state.” He voiced his disagreement with the comment that the resolution prepared by Mr. Jones was not worth the paper it was written on. He then read the oath that each commissioner takes, and said the members must abide by that oath. He told the audience that if you read Mr. Jones’ version of the resolution, it is “good for both sides.” He went on to say that what the board could do tonight is to support the entire Constitution, and to make sure that this board doesn’t encumber future boards. “We’ve got to come to a middle ground, and the county attorney has brought us to a middle ground,” he said.

Commissioner Beale and Chris Browning then exchanged words regarding Mr. Browning's "sham" comment earlier in the meeting. Commissioner Gillespie said his perspective was a little different. He said this board asked one individual to draft a resolution, adding that the meeting with Mr. Holden was "great" and they went through the resolution "word by word and line by line" and discussed objectives. He said there were two paragraphs that raised concerns, but that Mr. Holden felt those were "the meat of the resolution," and without them, it was not worth having. He said if that resolution fails, then the board has the one prepared by Mr. Jones to consider, adding that this one "protects the commissioners." He told the other board members that we need to go through the process on Mr. Holden's version first. Chairman Tate, noting that he does not like these divisive issues in our county, said he would likely make both groups mad and said he could honestly support both resolutions. "I'm a staunch Second Amendment supporter," he said, and added, "I don't think I could support either resolution without the county attorney's blessing." Chairman Tate and then Commissioner Gillespie had questions for Mr. Jones regarding both of the proposed resolutions, which he addressed in turn, and during this time, there were multiple conversations taking place. Mr. Jones told the board that he had concerns with the way in which the resolution brought forth by Mr. Holden was worded, and said it would leave the commissioners "wide open." From the audience, Mr. Holden said, "We are right back where we were three months ago," and after further conversation, told the board, "If you want to vote it down, vote it down." At that, Commissioner Higdon made a motion to "recommend the one we worked out Friday night, and if it fails it fails and we move on." Commissioner Gillespie seconded the motion, and then Mr. Jones read the resolution submitted by Mr. Holden into the record, a copy of which is attached (Attachment 4) and is hereby made a part of these minutes. Commissioner Higdon stated that his motion applies to the resolution that Mr. Jones read. During discussion, Commissioner Beale told the board members that "if we use [the county attorney's] we won't have to go through this again." Commissioner Beale asked Commissioner Higdon if he had read the one prepared by Mr. Jones, and Commissioner Higdon indicated he had, but that he was not "greatly challenged" as stated in that version. "It's a simple issue for me," he said, and then called the question. Before the vote, Chairman Tate said, "I hate to see this fail over two sentences." The motion failed 3-2, with Chairman Tate, Commissioner Beale and Commissioner Shields voting against it, and Commissioner Higdon and Commissioner Gillespie voting for it. Then Commissioner Beale made a motion to approve the version prepared by Mr. Jones, and Commissioner Shields seconded the motion, and it passed 4-1 with Commissioner Higdon opposing. A copy of that document, entitled, "Resolution Fully Supporting and Maintaining the 2nd Amendment to the United States Constitution as Well as the Entire United States Constitution and the Laws of the United States and the Entire North Carolina Constitution and the Laws of

the State of North Carolina Which Are Not Inconsistent Therewith,” is also attached (Attachment 5) and is hereby made a part of these minutes.

RESOLUTION REGARDING NORTH CAROLINA RETIRED SCHOOL PERSONNEL: Commissioner Beale read into the record a “Resolution for Support of a Request to the NC General Assembly for a Two Percent Cost of Living Adjustment for North Carolina Retired Teachers to be Included in the FY 2019-2020 NC State Budget.” A copy of that document is attached (Attachment 6) and is hereby made a part of these minutes. Commissioner Shields made a motion to approve the resolution as read, seconded by Commissioner Beale. During discussion, Commissioner Higdon told Lee Berger, “It’s not a good night for resolutions, Lee.” While he said he appreciated her as a retired educator, he said “we [the board] don’t tell Raleigh about the line-item budget,” adding that was also not his role as an individual. He said he would support a resolution urging the governor and the General Assembly to end the budget impasse. Commissioner Gillespie asked Mr. Jones if he had reviewed this resolution, and Mr. Jones responded that he had not studied it carefully, and that it would be this board simply telling the legislature it is supportive of this issue. The resolution passed 4-1, with Mr. Higdon opposing.

New Business

RESOLUTION RECOGNIZING SENIOR CENTER VOLUNTEERS: Following comments from Jennifer Hollifield, the Administrative Officer at Macon County Senior Services, and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve a “Resolution in Recognition of Macon County Crawford Senior Center Volunteers,” a copy of which is attached (Attachment 7) and is hereby made a part of these minutes.

COMMUNITY FUNDING POOL RECOMMENDATIONS: Diane Cotton, a member of the Community Funding Pool Task Force, presented the group’s second round of funding recommendations, which would award a total of \$31,286 to seven projects. A list of those recommendations is attached (Attachment 8) and is hereby made a part of these minutes. This award, combined with the first cycle, brings the total funding pool allocation to \$75,000 as budgeted. Upon a motion by Commissioner Shields, seconded by Commissioner Beale, the board voted unanimously to approve the recommendations as presented.

REJECTION OF REQUEST FOR PROPOSALS: Following a brief explanation from Mr. Roland, and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to reject Request For Proposals (RFP) 01-5110p for Automated Computer System for the Dental Program of Macon County’s Public Health Department, as the submissions did not meet the requirements of the proposal.

MACON MIDDLE SCHOOL: (1) Resolution exempting architectural services for proposed locker room building: Mr. Jones explained that the county could consider this resolution, as the anticipated cost of the services is expected to be approximately \$34,000, and he recommended that the board do so. Upon a motion by Commissioner Shields, seconded by Chairman Tate, the board voted unanimously to approve a “Resolution Exempting Architectural Services for Proposed Locker Room Building at the Macon Middle School from the Provisions of Article 3D of Chapter 143 of the North Carolina General Statutes,” a copy of which is attached (Attachment 9) and is hereby made a part of these minutes.

(2) Proposal from Ritter Architecture, P.A. for architectural services for the locker room building: Mr. Jones explained that a copy of the proposal was in the board’s agenda packet, adding it would need to be approved along with the accompanying budget amendment. Upon a motion by Commissioner Shields, seconded by Commissioner Beale, the board voted unanimously to approve the proposal as submitted, a copy of which is attached (Attachment 10) and is hereby made a part of these minutes. Also attached (Attachment 11) is a copy of a budget amendment that appropriates \$35,000 from the general fund balance for architect fees for the Macon Middle School locker room facility, and it is hereby made a part of these minutes.

(3) Reimbursement resolution for Middle School project: Following a brief explanation by Mrs. Carpenter, and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve a “Reimbursement Resolution for Macon Middle School Project – Authorizing the County to Reimburse Itself for Early Project Expenditures from Later Financing Proceeds.” A copy of the resolution is attached (Attachment 12) and is hereby made a part of these minutes, and allows the county to reimburse itself an expected maximum amount of \$15.3 million.

DISCUSSION REGARDING ONE-QUARTER CENT COUNTY SALES AND USE TAX: Mr. Jones briefly discussed the pertinent state statutes as they relate to the county enacting a one-quarter cent county sales and use tax. He pointed out that the board can’t just approve it, and that it must be given to the citizens to approve in a referendum. As elections are expensive to run, he noted the board, if it chose to do so, would likely want to put the item on the November general election ballot so as to avoid a special election. As this would be an additional ballot item, he encouraged the board to start this process pretty quickly. He said that if enacted, the tax would go into the county’s general fund, and that it cannot be earmarked and cannot be put on the ballot in such a way. Future boards cannot be bound by how this board uses the tax revenue, as each board would bind it one year at a time by passing a budget. Commissioner Beale said he was disappointed that it cannot be earmarked, and Mrs. Carpenter said she could not project the amount of revenue it would provide due to a lack of data. Mr. Jones said the purpose of the discussion tonight was that, if the board wanted to pursue this, he could embark upon preparing the necessary

paperwork for consideration at the board's April regular meeting. He said the board could agree by consensus to move forward and no vote was need tonight. Mrs. Carpenter noted that 42 North Carolina counties have this tax, and if it passed in November of this year, it would take effect April 1, 2021.

OFFER TO PURCHASE REAL PROPERTY (REED ESTATE): Mr. Jones explained he had drafted an offer to purchase the Reed Estate, a parcel that adjoins property owned by the county near its Buck Creek Road recreation area. The offer is for \$60,000, with Mr. Jones noting there is an old mobile home on the property that is somewhat of a liability. Chairman Tate said he would like to state for the record that securing this parcel "ties the property together" with the other county-owned tract and this is something the county has been watching. It was noted the agreement would require a deposit of \$500. Commissioner Beale made a motion to authorize Chairman Tate, Mr. Jones and Mr. Roland to pursue the contract and to approve the deposit, and to authorize Chairman Tate to sign the contract. Commissioner Shields seconded the motion, and it was unanimously approved. An unexecuted copy of the "Agreement for Purchase and Sale of Real Property" is attached **(Attachment 13)** and is hereby made a part of these minutes.

CONSENT AGENDA: Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve the consent agenda as presented, which includes: (A) the minutes of the February 6, 2020 continued session and the February 11, 2020 regular meeting; (B) budget amendment **#190** for Public Health to allocate \$12,388 in additional funding for the family planning program; **#191** for the Juvenile Crime Prevention Council (JCPC) to appropriate \$16,852 in additional JCPC funds received for Mountain Mediation Services – Restorative Options; **#192** for Maintenance to appropriate \$2,200 from an insurance settlement; **#193** for Transit to appropriate an additional \$27,484 in revenue from a Fiscal Year 2020 ROAP grant; and **#194** for the Sheriff's Department to transfer \$3,064 from an insurance settlement for vehicle repairs; (C) to approve tax releases for the month of February in the amount of \$6,593.00; (D) to approve Macon County Board of Health approved write-offs of \$1,500 in uncollected amounts billed and (E) received the monthly ad valorem tax collections report, for which no action was necessary. The report shows a 96.17 percent collection rate.

APPOINTMENTS: (1) Planning Board: Upon a motion by Commissioner Gillespie, seconded by Commissioner Beale, the board voted unanimously to appoint Ben Ledford to serve on the Macon County Planning Board, replacing Joe Deal. Term of appointment is for three years. **(2) Airport Authority:** Upon a motion by Commissioner Gillespie, seconded by Commissioner Beale, the board voted unanimously to appoint Janet Shuler to the Macon County Airport Authority, replacing Miles Gregory. Term of appointment is for six years. **(3)**

Library Board: Upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to reappoint San Ho Choi to another term on the Macon County Public Library Board of Trustees. Term of appointment is for three years.

CLOSED SESSION: At 11:28 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to go into closed session for the purpose of preserving the attorney-client privilege under NCGS 143-318.11(a)(3) and to discuss matters relating to the location of expansion of industries or other businesses in the area served by the public body under NCGS 143-318.11(a)(4). At 11:39 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to come out of closed session and return to open session. No action was taken.

RECESS: With no other business, and at 11:41 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to recess the meeting until Monday, March 23, 2020 at 3 p.m. in the commission boardroom on the third floor of the Macon County Courthouse, located at 5 West Main Street, Franklin, NC 28734.

Derek Roland
Ex Officio Clerk to the Board

Jim Tate
Board Chairman

**MACON COUNTY BOARD OF COMMISSIONERS
EMERGENCY MEETING
MARCH 17, 2020
MINUTES**

Chairman Tate called the meeting to order at 3:01 p.m. as provided for in the Notice of Emergency Meeting, a copy of which is attached **(Attachment 1)** and is hereby made a part of these minutes. All Board Members, County Manager Derek Roland, Deputy Clerk Mike Decker, Finance Director Lori Carpenter, several county department heads and members of the news media were present. County Attorney Chester Jones joined the meeting via telephone.

Chairman Tate stated the purpose for the meeting was to communicate to our citizens the current steps the county is undertaking to address the COVID-19 situation. He said the county would “do everything we can to protect the health, safety and well-being” of our residents, adding that it “eases my sense of responsibility” knowing that the county has six months of operating revenue set aside in the general fund balance right now.

Mr. Roland told the board he had met with county department heads and discussed how to address the pandemic, and he went over a list of closures and other measures that had already been put into effect. He also noted that department heads had been asked to identify those employees who would be most vulnerable to the Coronavirus, and to also assess their capabilities to work from home. He noted that Sheriff Robert Holland is working with the detention center’s contract physician to implement the proper measures inside the jail. He said county employees will be tasked with observing the recommendations of the Centers for Disease Control and Prevention (CDC) and the plan is to leave the majority of county offices open for business. He said Maintenance Department staff are working to put plexiglass barriers in place where employees have direct contact with the public, and that the majority of communication will need to be done via telephone or email. “I’m very pleased with the way we’ve been able to come together” to protect the health and safety of county employees, he told the board.

Macon County Public Health Director Carmine Rocco told the board this is “an unprecedented time,” as just six months ago the Coronavirus wasn’t really on the radar. He said health department staff members are “undertaking a great effort to protect the public health,” and pointed out that Gov. Roy Cooper, by executive order, is closing all restaurants and bars, with only delivery and take out of food now available. He explained that the disease is spread by contact, and it is also possible to spread through contact on a surface. He said cleaning is so important, as is common sense, and although the “information changes every day,” he said information and communication will be key in preventing the spread. He told the board that one individual in Macon County who was not a North Carolina resident had tested positive for COVID-19, adding that the individual is in isolation and that local health officials will work with them and monitor their progress. He said his department initiated drive-through testing on March 16th, and has performed 32 tests, five of which were negative and the remainder were pending. After addressing questions related to this particular individual, Mr. Rocco said the department has established a call center to answer COVID-19 questions. The center is available from 8 a.m. to 5 p.m. Monday through Friday by dialing 349-2517, and he said the volume of calls increased dramatically on March 16th. He said the guidance for testing an individual is a fever of 100.4 or greater and lower respiratory issues. He requested that those with potential symptoms contact their health provider before leaving their home. He said health officials do not want to see people go out into larger groups, and stressed the need to practice social distancing. “Close contact” is considered being less than six feet from another person for more than 10 minutes. He said health officials don’t know how long this will last, but that it “could be many months.” Commissioner Beale asked about protections for health department workers, and the issues of personal protective equipment (PPE) and cleaning and testing measures were discussed.

Macon County Emergency Management Director Warren Cabe told the board there have been discussions about the part Macon County Government plays in the economy. He said the effort will be made to lower the curve and keep people out of medical facilities. On the emergency services side, he stated that the Barrett Building will be closed to the public as of 8 a.m. on March 18th, as that is where the county’s Emergency Operations Center (EOC) is housed along with the county’s 911 dispatch center. The virus is also changing the way we do business, he said, noting that the entire ambulance crew will not be exposed to a patient at one time. He recommended that the county declare a State of Emergency, adding that the Town of Franklin has done so and the Town of Highlands is preparing to do so, and saying it is “prudent we undertake that today.” He reiterated the governor’s order of no mass gatherings of more than

100 people, and said this part is a “very fluid situation” as there are some agencies calling for that number to be 50 and others calling for no more than 10. He pointed out the need for consistency in such matters, and told the board, “It may not be the last time we address this.” He said grocery stores and gas stations will remain open, and that the county is not to the point of instituting curfews. “We are going to make sure people are taken care of,” he said, and encouraged residents to heed public health recommendations.

The board members then interacted via conference call with Karen Gorby with Angel Medical Center and Tom Neal with Highlands-Cashiers Hospital regarding the preparedness of those facilities for any anticipated “surge” and other healthcare related issues, such as current staffing and equipment levels.

NOTE: Commissioner Higdon left the meeting at 4 p.m.

Macon County Department of Social Services (DSS) Director Patrick Betancourt told the board that the county’s Senior Center has been closed to all activities with the exception of adult day care, and that the Community Resource Center inside the facility has been closed as well. Starting on this date, he said the agency’s congregate meal program has been shifted to drive-through meal delivery. Home delivered meals to clients will be by “ring and drop,” he added. Otherwise at DSS, he said it was business as usual for the most part, as information can be delivered to caseworkers via a drop box and those needing to apply for services can do so online. He said DSS could get a surge in applications. He also noted the agency is compiling information to possibly allow employees to work from home. Commissioner Beale said that for some of the county’s seniors, the meal at the center or that is delivered “is the only contact they have every day.” Mr. Betancourt said that the volunteers delivering meals are asked to wait in their vehicle and verify as much as possible that the individual is okay.

Macon County Schools Superintendent Dr. Chris Baldwin said that schools are closed for two weeks. He said system personnel delivered meals (lunch today and breakfast tomorrow) to 2,100 students today, and that “mobile learning” would begin tomorrow, March 18th. He said school officials are planning on doing both (meals and mobile learning) for more than two weeks in what he referred to as “a scary time.” Commissioner Shields said he had received calls asking if county and school outdoor facilities can be used by the public, and Dr. Baldwin said that as of right now school playgrounds are closed in order to limit exposure.

Mr. Rocco added that “since we are on the front end of social distancing,” he urged the public to give the next two weeks an opportunity and to be creative

and stay inside if at all possible. He also noted that public health officials had reached out to the faith community as churches would be discouraged from having services.

Macon County Sheriff Robert Holland said one of his main concerns are for those incarcerated in the Macon County Jail, which currently has 90 inmates and 15 more housed out of the county. He said the entryway to the detention center is closed to the public, but that requests for gun permits have “lots of people coming in.” However, he said visitation at the detention center could be an issue, as that is essentially the only benefit an inmate has. He said the court system is still in process, and the only resource the sheriff’s office is not making available is concealed carry gun permits. He said he is supportive of family coming first but “right now we’re all hands on deck.” He added that deputies are taking extra precautions and are “doing what the county expects them to do.”

Mr. Roland pointed out that, during the meeting with department heads, the possibility arose of needing access to additional funds quickly, and suggested that \$150,000 be earmarked for “disaster relief funds.” Mrs. Carpenter had prepared a budget amendment to this effect, moving the money from the county’s fund balance. Mr. Roland noted that count staff will be keeping track of these expenditures with the intent of getting reimbursed “when the dust is settled.” Upon a motion by Commissioner Shields, seconded by Commissioner Beale, the board voted 4-0 to approve the budget amendment as requested, a copy of which is attached (Attachment 2) and is hereby made a part of these minutes.

Following that action, Chairman Tate said he would sign the “Proclamation of State of Emergency,” a copy of which is attached (Attachment 3) and is hereby made a part of these minutes. Mr. Cabe noted this allows the county to create some local regulations and “opens us up for any federal disaster funding” that becomes available. “This is all uncharted waters,” he concluded.

Following additional comments, Chairman Tate announced that the recessed meeting of the board scheduled for March 23, 2020 “will be open and closed,” as the particular need for having that meeting no longer exists.

With no further business, at 4:32 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted 4-0 to adjourn.

Derek Roland
Ex Officio Clerk to the Board

Jim Tate
Board Chairman

**MACON COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
MARCH 26, 2020
MINUTES**

Chairman Tate called the meeting to order at 4:30 p.m. as provided for in the Notice of Special Meeting of the Macon County Board of Commissioners, a copy of which is attached (Attachment 1) and is hereby made a part of these minutes. All Board Members, County Manager Derek Roland, Deputy Clerk Mike Decker, several county department heads and members of the news media were present. County Attorney Chester Jones joined the meeting via telephone.

Chairman Tate stated that the purpose of the special meeting was for county health, emergency management and administration officials to update the board on the COVID-19 situation in Macon County.

Macon County Interim Health Director Carmine Rocco presented a PowerPoint presentation, a copy of which is attached (Attachment 2) and is hereby made a part of these minutes. Mr. Rocco gave the board a brief overview of the Coronavirus, its symptoms and how it is spread. He focused attention on prevention of the illness, including practicing social distancing, proper hand washing, when to avoid contact with others, covering coughs and increased cleaning. He looked first at the national picture, and showed maps that contained statistics on COVID-19 as of March 3, then March 18 and then March 25. He noted this is a fast spreading disease that is stopped only by social distancing. He said the number of deaths nationwide now topped 1,000 and the number was doubling every two to four days. From a regional perspective, Mr. Rocco said Macon County is in a "basin" that is relatively free of the virus right now, but also pointed out, "We are surrounded by COVID-19." He voiced concerns over Mission Hospital in Asheville filling up, and therefore being unable to accept patients from other areas in the region such as Franklin. He then moved on to testing, saying that the single largest number of tests were conducted on March 16th, and to date 56 COVID tests have been performed, but there are no positive tests among Macon County residents. He said the health department's call center has taken 360 calls as of March 25th, and that the department posts up-to-date information on its Facebook page. He noted that it is taking several days to get test results back, and to be tested, an individual needs to have a fever, lower respiratory issues and a negative flu test result. He said public health has more than 20 test kits available, and warned that a

vaccine could be a year to 18 months away. Commissioner Higdon said that “personal responsibility has been a great asset in Macon County” and gave credit to the county’s citizens. However, he questioned what he called a “hodge-podge approach” to shutting things down, and questioned why the county was planning to go to not allowing gatherings of more than 10 people if the state’s number is 50, and Mr. Rocco said the federal Centers for Disease Control and Prevention (CDC) is recommending no more than 10. Commissioner Higdon also said that deaths from the flu this year far outnumber deaths from the Coronavirus, adding that the shutdown will keep workers from getting a paycheck. He questioned what the long-range plan is for factoring in “a major economic impact.” Mr. Rocco responded that a rapid increase in the number of cases could result in the health system failing, which will lead to more economic problems, which is why the effort is to reduce the peak and “flatten the curve.” Mr. Rocco said he remains concerned about an influx of individuals coming into the area and that everyone must practice social distancing. Commissioner Higdon stated that the proposed proclamation needs to be reviewed prior to the board’s next meeting. Commissioner Gillespie raised questions about the number of deaths attributed to the virus, and asked Mr. Rocco to speculate about Georgia’s numbers, which exceed North Carolina’s. Commissioner Beale said an article in the *New York Times* this morning listed Macon County “as the place to go to.” Mr. Rocco responded by saying would you come here to put your grandma at risk, adding that such decisions come down to “personal responsibility.”

Macon County Emergency Management Director Warren Cabe explained that emergency management is “the logistical arm of something like this” and is the county’s connection to resources acquired by North Carolina Emergency Management. He said he has been in contact with hospitals and other agencies to determine the amount of supplies they have on hand and what the “burn rate” for those are, noting there are “some things you just can’t get.” He said that he has received “one percent of what we’ve ordered,” adding that it is hard to get COVID-19 test kits. While the total number of calls to 9-1-1 has been “very similar to last year at the same time,” he said there was a 50 percent increase in respiratory-related calls and a 400 percent increase in the number of chest pain-related calls. Mr. Cabe told the board he would speak again later in the meeting.

Mr. Roland told the board that the county is taking steps as much as possible to observe and acknowledge risks and to protect employees while continuing to operate on normal business hours in most instances. From an organizational standpoint, he said that high-risk individuals have been identified and “work from home” capabilities addressed. He added that mechanisms to ensure that certain procedures, such as payroll and other critical processes, would be able to work remotely if needed. He noted that many departments are doing temperature monitoring of employees at the start of each work day, and that other protective measures, such as extra cleaning and sanitation, have been

enhanced. He talked about the effect of the virus on individual departments, and pointed out where closings were in effect. Commissioner Higdon asked about additional operating costs in connection with COVID-19, and Mr. Roland said they have been minimal thus far, and that Finance is tracking all COVID-19 related expenses.

Chairman Tate asked if there was a motion to approve the "Supplemental Proclamation of State of Emergency For Macon County, North Carolina." Commissioner Beale made a motion to approve the proclamation, and it was seconded by Commissioner Shields. A lengthy discussion followed, and Mr. Cabe provided some background. He explained that the regulations that stem from the state of emergency "fall on my shoulders," and he has had to make some very difficult decisions. Explaining that he is "fairly conservative," he told the board that these decisions "don't rest lightly on me." He further explained his belief that the county must "err on the side of caution," as "we're at war with something we can't see." He said that although his fight is not necessarily with COVID-19, he must take action to maintain the healthcare system. He told the board that his request was to "put in place the regulations you have in front of you," which are contained in a document entitled, "Regulations Imposed in Macon County (less the Towns of Franklin and Highlands) by the Macon County Emergency Management Coordinator in Connection with COVID-19 Pandemic." A copy of that document is attached (Attachment 3) and is hereby made a part of these minutes. He explained that those regulations would limit gatherings of people to no more than 10, and would close motels and hotels as of 5 p.m. on Friday, March 27, 2020, with certain exemptions. "We want to protect our residents," he said, and told the board that he would be reviewing the status of the regulations on a daily basis. He also pointed out regulations to screen individuals entering the county at the airport. He again told the board that he didn't take the regulations lightly, adding this has been "one of the hardest processes I've been through in my career," noting that he and other will be judged "by what we do now." Chairman Tate told Mr. Cabe, "You've got my full support." During the continued discussion, Commissioner Higdon argued for "private sector input" into these decisions, stating, "People who are guaranteed a paycheck are having control over people who have no input and not guaranteed a paycheck." He also raised questions about individuals coming into the county to close real estate transactions, and said he did not see the need to update the county's initial state of emergency proclamation. Following additional discussion, Commissioner Beale made a motion to approve the supplemental proclamation, and it was seconded by Commissioner Shields. Mr. Cabe said the supplemental proclamation declares there is a problem in the county, and ultimately the problem is his to address, and he is doing so through the regulations he has placed in the document. He said the board can change those regulations at a regular meeting, or it could be done at a special called meeting like the one today. Mr. Jones pointed out that Mr. Cabe "can make changes as

things go along.” Mr. Cabe added that if things change within a week, “I shoulder the responsibility of taking it off,” and told Commissioner Higdon, “You need to ask those questions.” Commissioner Gillespie asked a number of questions about the limit on the size of a gathering, restrictions on lodging and visitors at the airport, and asked about those with “a legitimate reason to be here.” Mr. Cabe responded that it was allowable as long as it was related to commerce, but “not just to get away from somewhere else.” Commissioner Gillespie told Mr. Cabe that he appreciated the process [Mr. Cabe] has gone through, and said these are “very necessary conversations” to have. The discussion then turned to individuals with second homes in the county, and Mr. Cabe noted they can still come here, but must isolate for 14 days to make sure they are not infected. This led to discussion about enforcement of this provision. At this point, Mr. Rocco interjected that he initially wanted to close any access to Macon County from anyone outside, and this was a compromise “done with the best intentions.” Commissioner Higdon said the problem with the supplemental proclamation was that it can’t be reviewed for 19 days, and he could not support that, saying, “This is a day to day issue.” Mr. Cabe told Commissioner Higdon, “I promise you we will look at it day to day.” Following discussion about some of the details of the county’s emergency management ordinance, the board voted 4-1, with Commissioner Higdon opposing, to approve the “Supplemental Proclamation of State of Emergency for Macon County, North Carolina,” a copy of which is attached (Attachment 4) and is hereby made a part of these minutes. Chairman Tate noted the orders in the notice of special meeting that directs distribution of this document to the media and to have county staff distribute it via the county website, social media and other methods.

Chairman Tate then discussed and read a letter he was proposing to have sent to all county residents regarding the COVID-19 pandemic. In particular, the letter would warn of an influx of people that could overtax a very limited healthcare system that has 62 hospital beds and seven ventilators for a population of approximately 34,000 people. Commissioner Beale said he thought the county’s second homeowners would appreciate the letter and would understand what we are trying to do. Commissioner Shields said he wanted to make sure the letter was not in conflict with the state of emergency proclamation. Commissioner Gillespie called it “a well drafted letter.” Commissioner Higdon said he liked the language regarding “respectfully requesting” that they not come to the county. No action on the letter was necessary.

Commissioner Beale recognized Dr. Gus Wilde, who made some brief comments to the board, noting that the presentation slide of Mr. Rocco’s that shows the exponential increase in cases of the virus “scares me.”

With no other business, at 6:48 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Gillespie, the board voted unanimously to adjourn.

Derek Roland
Ex Officio Clerk to the Board

Jim Tate
Board Chairman

AMENDMENT # 242

DEPARTMENT: SOLID WASTE

EXPLANATION: MOVING MONEY - INSURANCE SETTLEMENT, IOTLA CENTER.

[illegible]

REQUESTED BY DEPARTMENT HEAD Chris Stahl

RECOMMENDED BY FINANCE OFFICER *Ken M. Carpenter*

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS 5/12/2020 meeting

APPROVED AND ENTERED ON MINUTES DATED

CLERK

MACON COUNTY BUDGET AMENDMENT

April 13, 2020

AMENDMENT # 243

FROM: FINANCE

DEPARTMENT: DSS – SENIOR SERVICES
EXPLANATION: additional revenues

[illegible]

REQUESTED BY DEPARTMENT HEAD

RECOMMENDED BY FINANCE OFFICER

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

5/12/2020 meeting

APPROVED AND ENTERED ON MINUTES DATED

CLERK

EXPLANATION: Using Medicaid Cost Settlement funds to cover the purchase of Epi pens for school health

[illegible]

REQUESTED BY DEPARTMENT HEAD Cam Hanco

RECOMMENDED BY FINANCE OFFICER *Kevin Canales*

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS 5/12/2020 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK

AMENDMENT # 245

EXPLANATION: Appropriate Grant Funds received from Dogwood Health Trust

REQUESTED BY DEPARTMENT HEAD: Kim Angel

RECOMMENDED BY FINANCE OFFICER: Devin Carpenter

APPROVED BY COUNTY MANAGER: _____

ACTION BY BOARD OF COMMISSIONERS: 5/12/2000 meeting

APPROVED AND ENTERED ON MUNIS DATED: _____

CLERK: _____

AMENDMENT # 246

5/4/2020

Receiving new funding for Covid-19 response per AA #619 for FY20

REQUESTED BY DEPARTMENT HEAD

Louis H. Halar

RECOMMENDED BY FINANCE OFFICER

Leon Caputo

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

5/12/2020 meeting

APPROVED AND ENTERED ON MINUTES DATED

CLERK

AMENDMENT # 247

DEPARTMENT:	Sheriff
EXPLANATION:	Insurance Settlement
ACCOUNT	DESCRIPTION

REQUESTED BY DEPARTMENT HEAD John Hall
RECOMMENDED BY FINANCE OFFICER Kevin Carpenter
APPROVED BY COUNTY MANAGER _____
ACTION BY BOARD OF COMMISSIONERS 5/12/2020 meeting
APPROVED AND ENTERED ON MINUTES DATED _____
CLERK _____

CLERK

AMENDMENT # 248

EXPLANATION: Donation from Countryside Chevrolet to cover officers' meals (COVID-19)

[illegible]

CLERK

EXPLANATION

Appropriate additional JCPC funds received for HIGHTS Compass Program.

REQUESTED BY DEPARTMENT HEAD
RECOMMENDED BY FINANCE OFFICER *Brown Carpenter*
APPROVED BY COUNTY MANAGER
ACTION BY BOARD OF COMMISSIONERS *5/12/2020 meeting*
APPROVED & ENTERED ON MINUTES DATED
CLERK

EXPLANATION

Appropriate \$68,694 received from the CARES Act Provider Relief fund for expenses related to COVID-19.

CLERK

May 6, 2020

[illegible]

MACON COUNTY MONTHLY
AD VALOREM TAX COLLECTIONS REPORT

Apr-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	726249.38	1099.04	0	-10.14	727338.28	-85311.93	3027.2	0.68	-82284.05	645054.23
Fire Districts	111244.01	203.49	0	-2.02	111445.48	-10832.57	0	0	-10832.57	100612.91
Landfill User Fe	116001.92	0	0	-0.27	116001.65	-8439.82	0	0	-8439.82	107561.83
Totals	953495.31	1302.53	0	-12.43	954785.41	-104584.32	3027.2	0.68	-101556.44	853228.97

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	29026377.23	-17043.31	-1233.12	29008941.63	-28544113.47	146887.97	33338.1	-28363887.4	645054.23	97.78
Fire Districts	256.26	3999556.11	-2681.96	-185.43	3996944.98	-3900143.96	0	3811.89	-3896332.07	100612.91	97.48
Landfill User Fe	0	2554455	-1710	-17.09	2552727.91	-2447263.3	0	2097.22	-2445166.08	107561.83	95.79
Totals	1097.09	35580388.34	-21435.27	-1435.64	35558614.52	-34891520.73	146887.97	39247.21	-34705385.55	853228.97	97.6

The collection rate is 97.78% collected on 2019 county general taxes, late listing penalties, discoveries and deferred taxes as of 4/30/2020 as compared to 97.7% on 2018 taxes as of 4/30/2019