

Macon County



MACON COUNTY BOARD OF COMMISSIONERS OCTOBER 9, 2018 AGENDA

1. Call to order and welcome by Chairman Tate
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – **6:00 p.m.** Proposed names for new roads, to assign a range of road numbers in connection with the same, to consider requests for road name changes and to consider a change of range of numbers for certain roads

NOTE: Following the close of the public hearing, the board may take immediate action to amend the county's ordinance concerning road names.

6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
 - A. Recognition of Jim Bruckner
10. Old Business
 - A. Hearts for Families leadership seminar -- Cindy Cavender – Franklin Chamber of Commerce
11. New Business
 - A. Alex Mountain Communications Site Lease – Emergency Services Director Warren Cabe/County Attorney
 - B. Recommendation to award bid for Sheriff's Department vehicles – Finance Director

- C. Recommendation regarding space needs analysis – County Manager
- D. Resolution regarding Post Traumatic Stress Disorder (PTSD) Awareness Day – Commissioner Shields/County Manager

12. Consent Agenda – Attachment #12

All items below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.

- A. Minutes of the July 10, 2018 regular meeting, the August 14, 2018 regular meeting and the August 28, 2018 special meeting
- B. Budget Amendments #58-66
- C. Tax Releases for September
- D. Monthly ad valorem tax report (no action necessary)

13. Appointments

- A. Library Board (one seat)

14. Closed session (if necessary)

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: October 9, 2018

DEPARTMENT/AGENCY: 911 Addressing

SUBJECT MATTER: Public hearing on road names/ranges

COMMENTS/RECOMMENDATION:

Please see the attached notice of public hearing for more details. Also attached are lists of (1) new roads and range of road numbers, (2) road name changes and (3) range changes. Angie Kinsland, the county's 911 Addressing Coordinator, will be at the meeting to provide additional details and to answer questions. Immediately following the public hearing, the board can act to amend the county's ordinance concerning road names accordingly.

Attachments 2 Yes No

Agenda Item 5

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

Please take notice that the Macon County Board of County Commissioners will conduct a public hearing on Tuesday, October 9, 2018 at 6:00 o'clock, p.m. in the Commissioners Board Room located on the third floor of the Macon County Courthouse, located at 5 West Main Street, Franklin NC 28734, pursuant to the provisions of the N.C. Gen. Stat. 153A-239.1., to discuss proposed names for new roads in Macon County, North Carolina and to assign a range of road numbers in connection with the same, to consider requests for road name changes and to consider a change of range of numbers for a certain roads.

The public is invited to attend this public hearing and the Macon County Board of Commissioners will receive public comment upon the foregoing. Thereafter, it is anticipated that the Macon County Board of County Commissioners will adopt an amendment to its ordinance concerning road names in order to name such new roads and assign a range of road numbers in connection with the same, to change the range of numbers for certain roads and to make changes to road names as it deems appropriate.

Any person with questions concerning this public hearing may contact the Macon County 911 Addressing Office Monday – Friday between 8:00 A.M. and 5:00 P.M. at (828) 349-2063.

Attached is a list of said new roads and the proposed names for each of the same and a proposed range of road numbers in connection with the same, the requested road name changes and the range of road number changes requested.

This, the 28th day of September 2018

NEW ROADS AND RANGE OF ROAD NUMBERS

ROAD NAME	RANGE	INTERSECTION PT	TOWNSHIP
Baldwin Farm Rd	1-340	Riverview St @ 1331	Franklin
Baliles HI	1-181	Bryson City Rd @ 8089	Cowee
Beacon Mountain Trl	1-342	Grand Horizon Way @478	Franklin
Bear Pen Cv	1-406	Deforest Ln @ 259	Cowee
Bears Den Dr	1-660	Clear Creek Rd ! 3151	Highlands
Bear Run	1-475	Buck Knob Rd @ 1536	Flats
Bill Bradley Dr	1-110	Middle Creek Rd @ 1285	Smithbridge
Black Bear Cv	1-71	Laurel Canyon Rd @ 140	Sugarfork
Cabin Ln	1-42	Sarah Cove Rd @ 5	Smithbridge
Carson Creek Ln	1-95	Chalk Hill Rd @ 51	Franklin
Cedar Way	1-38	Maple Way @ 48	Highlands
Crisp Way	1-91	Gooseberry Ln @ 135	Cartoogechaye
Debra Dr	1-68	Hidden Hills Rd @ 1306	Franklin
E Cypress Trl	1-156	West Cypress Ln @ 98	Highlands
Firefly Cv	1-95	Birchwood Ln @ 40	Franklin
Firefly Ln	1-130	Siler Rd @ 405	Franklin
Hidden Springs Ct	1-107	Mica City Rd @ 1360	Cowee
Lydia Ln	1-178	Kings Rd @ 91	Ellijay
Maple Way	1-142	Walhalla Rd @ 5919	Highlands
Moon Shadow Rd	1-84	Bryson City Rd @ 9546	Cowee
Old Chimney Rd	1-254	Tellico Rd @ 3700	Burningtown
Shop Branch Rd	1-1005	Little Choga Rd @ 3048	Nantahala
Spotted Fawn Ln	1-55	Deer Ridge Rd @127	Smithbridge
Sutton Acres	1-79	Clarks Chapel Rd @ 1878	Franklin
Taylor Holw	1-126	Grassy Branch Rd @ 392	Nantahala
Valley Creek Rd	1-217	Louisa Ridge Dr @ 175	Franklin
Whistle Stop Cir	1-154	River Rd @ 79	Ellijay
Windmill Ln	1-90	Grand Horizon Way @ 5	Franklin

ROAD NAME CHANGES

Nantoria Way to Hidden Treasure Way
Paul Walden Rd to Bear Cub Trl

1-255 Terrace Ridge Dr @ 130
1-200 Upper Lake Rd @ 184

Cowee
Highlands

RANGE CHANGES

Running Brook Dr
Fawn Rdg
Coffee Tree Ln
Coweeta Ter
Cottage Walk
Half Mile Dr
Stamey Cove Rd
Horizon Hill Dr
Mountain Cir
River Rock Ln
Wildwood Forest Trl

New	Intersection Pt
1-126	Holly Hills Vista Rd @ 418
1-115	Santeetlah Rdg @ 412
1-161	Kirkland Rd @ 317
1-149	Coweeta River Rd @ 71
1-62	Dillard Rd @ 1249
1-340	Hicks Rd @ 611
1-307	Horseshoe Ridge Rd @ 250
1-800	Henson Rd @ 82
1-756	Golf Estates Rd @ 79
1-192	Highlands Rd @ 7119
1-405	Shortoff Ln @ 267

Township	Old Range
Millshoal	1-95
Cartoogechaye	1-105
Millshoal	1-119
Smithbridge	1-197
Highlands	1-78
Highlands	1-290
Franklin	1-499
Franklin	1-441
Franklin	1-223
Sugarfork Rd	1-192
Highlands	1-175

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: October 9, 2018

DEPARTMENT/AGENCY: Public Health

SUBJECT MATTER: Recognition of Jim Bruckner

COMMENTS/RECOMMENDATION:

Per Chairman Tate's request, the board will recognize the service of former Macon County Public Health Director Jim Bruckner following his October 1st retirement.

Attachments _____ Yes X No

Agenda Item 9A

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: October 9, 2018

DEPARTMENT/AGENCY: Franklin Chamber of Commerce

SUBJECT MATTER: Hearts for Families leadership seminar

COMMENTS/RECOMMENDATION:

Cindy Cavender with the Franklin Chamber of Commerce will be back before the board seeking the county's sponsorship of a Hearts for Families leadership seminar to be held in Franklin next month.

Attachments _____ Yes ☒ No

Agenda Item 10A

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: October 9, 2018

DEPARTMENT/AGENCY: Emergency Services

SUBJECT MATTER: Alex Mountain Communications Site Lease

COMMENTS/RECOMMENDATION:

Emergency Services Director Warren Cabe is seeking the board's consideration of a lease agreement for an emergency communications site co-located with Georgia Power at its Alex Mountain site in Sky Valley, Georgia. The County Attorney and Emergency Services staff will provide details. A copy of the proposed lease agreement is attached.

Attachments 1 Yes No

Agenda Item 11A

LEASE AGREEMENT
(Antenna and Rack Space in Equipment Building)
(Macon County)

THIS LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____ 2018 (the "Effective Date") by and between GEORGIA POWER COMPANY, a Georgia corporation (hereinafter referred to as the "Lessor"), and MACON COUNTY, a body politic and corporate and a political subdivision of the State of North Carolina (hereinafter referred to as the "Lessee").

W I T N E S S E T H:

THAT Lessor is the owner of a telecommunications tower (the "Tower") and equipment building (the "Equipment Building") located on that certain tract or parcel of land (the "Land") lying and being in Land Lot 168, Second Land District, Rabun County, Georgia, being in the City of Sky Valley, and being more particularly described on Exhibit "A" attached hereto and by reference made a part hereof;

THAT Lessor has this day rented and leased to Lessee a portion of the Tower and a portion of the rack space in the Equipment Building as described on Exhibit "B" attached hereto and by reference made a part hereof.

For and in consideration of Ten Dollars (\$10.00), other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, Lessor and Lessee hereby agree with each other as follows:

1. Lessor hereby leases and lets to Lessee, and Lessee hereby takes and hires from Lessor, upon and subject to the terms, conditions, covenants and provisions hereof, that portion of the Tower and of the rack space in the Equipment Building as described on Exhibit "B" attached hereto, together with the non-exclusive right, privilege and easement over and across the Land, at locations from time to time designated by Lessor, for pedestrian and vehicular access to and from the Premises (as hereinafter defined), as well as sufficient access through other portions of the Equipment Building, at locations from time to time designated by Lessor, to permit passage of all equipment, tools, parts and personnel required to install, operate, maintain, repair and replace Lessee's Facilities (as hereinafter defined), together with the non-exclusive right, privilege and easement over and across the Land, at locations from time to time designated by Lessor, for the purposes of providing utilities [including but not limited to electricity and data communications (including but not limited to fiber optic cable)] to Lessee's Facilities, together with the non-exclusive right, privilege and easement to install on and attach to the Tower, and to maintain, operate, inspect, repair, and replace physical connections between Lessee's Facilities located on the Tower and Lessee's Facilities to be located in the Equipment Building (all of the foregoing, other than Lessee's Facilities, collectively referred to as the "Premises"). The initial term of this Lease (the "Initial Term") shall begin on the Effective Date, and shall terminate on April 30, 2028, unless sooner terminated or extended as herein provided. Lessee shall use the Premises solely for the installation and use of Lessee's Facilities, and for no other purpose.

Provided Lessee is not in default under this Lease at such time, Lessee shall have the right to extend the term of this Lease for one (1) additional, 10-year term (the "Extension

Term"). The Initial Term together with any validly exercised Extension Term is sometimes called the "Term". The Extension Term shall be on the same terms and conditions as set forth herein, except that Lessee shall have no further rights or options to extend the Term. This Lease shall automatically extend for the Extension Term unless Lessee notifies Lessor, in writing, of Lessee's intention not to extend the Term, at least sixty (60) days prior to the expiration of the Initial Term. If Lessee shall remain in possession of the Premises at the expiration of the Term without a written agreement, such tenancy shall be deemed a tenancy at sufferance, at a daily rent rate equal to \$50.00 per day and otherwise upon the same terms and conditions of this Lease (but there shall be no rights to extend).

2. As rental for the Premises, Lessee has paid Lessor the sum of One Dollar.

3. Lessee shall not assign, mortgage or otherwise encumber this Lease or sublease all or any part of the Premises, or grant any right or license to use or occupy all or any part of the Premises, or otherwise permit the occupation or use by anyone other than Lessee of all or any part of the Premises (collectively, a "Transfer") without Lessor's consent, which consent may be granted or withheld in Lessor's sole discretion. Any Transfer, without Lessor's consent, shall, at the option of Lessor, be null and void and of no force or effect. Upon any assignment of this Lease or subletting of all or any part of the Premises, Lessee shall be and remain fully responsible for all obligations under this Lease. If Lessee is not an individual, a change in the controlling ownership of Lessee, directly or indirectly, shall be deemed to be an assignment of this Lease.

4. Lessor shall comply, at Lessor's sole cost and expense, with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"); provided however that to the extent the installation or use of Lessee's Facilities requires that the Tower have additional or different marking or lighting, Lessee shall, at its sole cost and expense, make all such additional or different tower marking and lighting and will comply with all such additional or different lighting requirements of the FAA and the FCC.

5. Except as otherwise provided in Paragraph 4 of this Lease, Lessor, at Lessor's sole cost and expense, shall maintain the Equipment Building and Tower in good order and repair (including without limitation all necessary replacements), and shall observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and county governments and of all other governmental authorities affecting the Equipment Building or the Tower or appurtenances thereto or any part thereof whether the same are in force at the Effective Date or may in the future be passed, enacted or directed; provided, however, that Lessee shall be responsible for 100% of the costs and expenses of repairs of damage caused by or resulting from the negligence or willful misconduct of Lessee, Lessee's agents, contractors or employees.

6. Except as otherwise provided in Paragraphs 4 and 5 of this Lease, Lessee shall comply with all local, city, county, state and federal laws, rules, ordinances, statutes and regulations (including but not limited to FCC requirements applicable to Lessee's Facilities) now in effect or hereafter enacted or passed as the same may apply to the use of

the Premises by Lessee, and shall obtain, at Lessee's sole cost and expense, any licenses, permits and other approvals required for Lessee's use of the Premises. Lessor agrees, provided Lessor incurs no cost or expense, to cooperate with Lessee in obtaining such licenses, permits or approvals.

7. Lessee shall use the Premises solely for the installation and use of Lessee's Facilities as a part of Lessee's fire and rescue emergency system, and for no other purpose. No co-location is permitted. "Lessee's Facilities" means the radio communications facilities, transmitters, receivers, related equipment, radio transmitting and receiving antennas and supporting structures more particularly described on Exhibit "C" attached hereto and by reference made a part hereof, together with such additions, subtractions and modifications to such facilities and equipment as are from time to time consented to by Lessor in writing. Lessee shall have the right to install, construct, maintain, operate, use, remove, replace, upgrade and enhance on the Premises Lessee's Facilities; provided, however, that Lessee's Facilities shall not be constructed unless and until the plans and specifications therefor have been consented to by Lessor. No such consent by Lessor shall in any way waive or be deemed to waive the obligations of Lessee under this Lease and no such consent shall be deemed to imply any warranty, representation or approval by Lessor that Lessee's Facilities, if so constructed, will be structurally sound, will comply with all building codes or other governmental laws or regulations or legal requirements, will be fit for any particular purpose or will have a market value of any particular magnitude. Lessor shall not be deemed to have reviewed or consented to Lessee's plans from the standpoint of engineering or structural design, quality of materials, or safety, whether structural, fire, security or otherwise, and Lessee shall remain solely responsible therefor. Lessee's Facilities shall be constructed by Lessee at Lessee's sole cost and expense, in a good and workmanlike manner in accordance with Lessee's specifications, in strict accordance with all applicable, codes, statutes, rules and regulations, and in strict accordance with the plans and specifications consented to by Lessor. Lessor may obtain, within the first ninety days of this Lease in connection with the initial installation of Lessee's Facilities, and at any time thereafter in connection with any request by Lessee to modify or add to Lessee's Facilities located on the Tower, at Lessee's expense, an engineering analysis of the structural strength of the Tower taking into account the placement of Lessee's Facilities thereon and to determine any signal interference contemplated to arise out of the installation and use of Lessee's Facilities. If in Lessor's sole determination exercised in good faith (taking into account, among other things, that Lessor is in the electric utility business) Lessee's Facilities or any modification or addition to Lessee's Facilities will place an unacceptable burden on the Tower or will interfere with the operations of Lessor or any Affiliate or with the operations of any other tenant's prior existing operations, then Lessor shall notify Lessee of such determination ("Lessor's Determination Notice") within the first ninety days of this Lease in connection with the initial installation of Lessee's Facilities, and within ninety days after the request therefor in connection with any request by Lessee to modify or add to Lessee's Facilities, and Lessee shall modify Lessee's Facilities so as to satisfy Lessor's objections. If such unacceptable burden or interference is not eliminated or otherwise resolved to Lessor's satisfaction, Lessor shall have the right to terminate this Lease by written notice to Lessee on or before the date sixty (60) days after the last to occur of (a) the date of Lessor's Determination Notice, or (b) the date of the last revision to Lessee's Facilities submitted by Lessee to Lessor, or (c) the date of the last notice from Lessor to Lessee responding to Lessee's

revisions to Lessee's Facilities. If Lessee promptly and in good faith takes commercially reasonable efforts to modify Lessee's Facilities so as to satisfy Lessor's objections and such unacceptable burden or interference is not eliminated or otherwise resolved to Lessor's satisfaction, Lessee shall have the right to terminate this Lease by written notice to Lessor on or before the date sixty (60) days after the last to occur of (a) the date of Lessor's Determination Notice, or (b) the date of the last revision to Lessee's Facilities submitted by Lessee to Lessor, or (c) the date of the last notice from Lessor to Lessee responding to Lessee's revisions to Lessee's Facilities. Lessor shall be entitled to obtain access to Lessee's Facilities if Lessor in good faith determines that an emergency exists.

Notice is hereby given that Lessor shall not be liable for the cost and expense of any labor, services or materials furnished or to be furnished with respect to the Premises at or by the direction of Lessee or anyone holding the Premises or any part thereof by, through or under Lessee and that no laborer's, mechanic's or materialman's or other lien for any such labor, service or materials shall attach to or affect the interest of Lessor in and to the Premises. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvements or repairs to or of the Premises or any part thereof, nor as giving Lessee any right, power or authority on behalf of Lessor to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or any part thereof.

8. Title to Lessee's Facilities shall be and remain solely in Lessee. Lessee, at Lessee's sole cost and expense, shall maintain Lessee's Facilities in good order and repair. Lessee shall return the Premises to Lessor at the termination or expiration of the Term in as good condition and repair as when first received, reasonable wear and tear excepted.

9. The rent hereunder includes electricity provided by one 20 ampere 120 volt AC circuit and connection thereof to Lessor's backup electric generator. Lessor makes no representations or warranties that Lessor's backup electric generator will function. Lessee shall be responsible for, shall cause to be separately billed, and shall promptly pay in full for all other utilities consumed or used by Lessee at the Premises.

10. Lessee shall not create or permit to be created or to remain, and, shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises, or any part thereof or upon Lessee's rights under this Lease that arises from the use or occupancy of the Premises by Lessee or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of Lessee or by reason of any construction, repairs or demolition by or at the direction of Lessee.

11. Lessee shall construct, use, maintain, repair and operate Lessee's Facilities in a manner that will not cause interference to Lessor or any Affiliate of Lessor or other lessees, occupants or users of the Equipment Building or the Tower or the Land; provided that, with respect to any lessee, occupant or user of the Equipment Building or the Tower or the Land other than Lessor or an Affiliate, the rights of such other lessee, occupant or user predate the date of this Lease. "Affiliate" shall mean any company, partnership, joint venture, limited liability company, or other entity controlled by, controlling or under

common control with Lessor, together with any entity which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of Lessor. In the event Lessee's Facilities cause such interference, Lessee shall take all steps necessary to correct and eliminate the interference. If such interference is not corrected and eliminated within forty-eight (48) hours after Lessee's receipt of written notice from Lessor describing the interference, Lessee shall temporarily disconnect the electric power and shut down Lessee's Facilities (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting and eliminating such interference) until such interference is corrected and eliminated. If such interference is not eliminated within thirty (30) days after Lessee's receipt of such notice, then this Lease shall terminate and Lessee agrees to then immediately remove Lessee's Facilities from the Premises. In the event any such interference occurs and Lessee fails to abide by the foregoing provisions in whole or in part, Lessor shall have the right, in addition to any other rights or remedies under this Lease or at law or in equity, to terminate this Lease. Lessee agrees to cause their respective engineers to consult with Lessor's engineers prior to effecting any change or modification that could result in Lessee's interference in reception or transmission of signals by Lessor or any Affiliate or any other lessee.

12. Lessee agrees to acquire and maintain during the Term commercial general liability insurance (including without limitation protective liability coverage on operations of independent contractors engaged in construction and contractual liability for the indemnities of Lessee herein set forth) in an amount not less than Two Million Dollars (aggregate of all claims) per occurrence for claims arising from the installation, use, maintenance, repair or removal of Lessee's Facilities (excluding claims, costs, damages and liabilities for which Lessor is responsible as provided in Paragraph 14 hereof). Such insurance may be furnished under a "primary" policy or "umbrella" policy or policies and shall also include coverage for automotive equipment in the same coverages as stated above. Lessee agrees to acquire and maintain during the Term workers' compensation insurance, in an amount not less than the minimum amount required by law, and employer's liability insurance, in an amount not less than \$100,000. Lessee agrees to acquire and maintain during the Term insurance against the risks customarily included under "all-risks" policies with respect to improved properties similar to Lessee's Facilities in an amount equal to the "full insurable value" (which as used herein shall mean the full replacement value, including without limitation the costs of debris removal, which amount shall be determined annually) of all Lessee's Facilities. Lessee shall be entitled to carry a deductible of up to \$1,000.00 in connection with said coverage. Lessee hereby further agrees that, to the extent available, Lessee will obtain an "agreed amount" endorsement with respect to such insurance so as to prevent either Lessor or Lessee from becoming a co-insurer of any loss. During construction, reconstruction, alteration or material remodeling of any improvements on the Premises such policies shall be in "builder's risk" form if there would be an exclusion of coverage under Lessee's all-risks policy as a result of such construction, reconstruction, alteration or material remodeling. All such insurance may be carried in whole or part under any blanket policies that Lessee may have that include the coverages herein required. All insurance shall be written by companies of recognized financial standing which are authorized to do insurance business in the state where the Premises are located, shall name Lessor as an additional insured party as to liability insurance, shall be reasonably satisfactory to Lessor in all respects and shall

expressly provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by Lessor of written notice thereof. A copy of each policy or of an acceptable certificate of insurance in force, issued by the insurer, shall be delivered to Lessor on or before the date Lessee is required to obtain the applicable insurance, and with respect to renewal or replacement policies, not less than thirty (30) days prior to expiration of the policy being renewed or replaced.

13. (a) To the fullest extent permitted under O.C.G.A. Section 13-8-2), Lessor and Lessee hereby waive any claim each may have against the other or any Affiliate by way of subrogation or otherwise from any and all liability for any loss or damage to property, whether caused by the negligence or fault of the other party, to the extent such loss or damage is covered or required to be covered by the fire and extended coverage policy or so-called all-risk policy with respect to the Tower, Land, Equipment Building, Premises or Lessee's Facilities, or any plan of self-insurance by Lessor with respect to risks which would be insured against under such policies, notwithstanding the failure to obtain such policies. Each of Lessor and Lessee shall cause any fire insurance and extended coverage or so-called all-risk policies which it maintains in respect of the Tower, Land, Equipment Building, Premises or Lessee's Facilities, to contain a provision whereby the insurer waives any rights of subrogation against the other party.

(b) Except as otherwise provided in Paragraph 13(a), the waivers and indemnities in this Lease in favor of Lessor shall not apply to damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Lessor, its agents or employees to the extent O.C.G.A. Section 13-8-2 is applicable thereto. Except as otherwise provided in Paragraph 13(a), the waivers and indemnities in this Lease in favor of Lessee shall not apply to damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Lessee, its agents or employees to the extent O.C.G.A. Section 13-8-2 is applicable thereto.

14. Lessee shall, and does hereby agree to, indemnify, save harmless and defend Lessor (its Affiliates and their respective directors, officers, agents and employees) from any and all claims, costs (including but not limited to court costs and attorneys' fees), damages and liabilities (except as set forth in the next sentence) arising from or out of any occurrence in, upon or at the Premises or the occupancy or use by Lessee of the Premises or the installation, use, maintenance, repair or removal of Lessee's Facilities, or occasioned wholly or in part by any negligent act or omission of Lessee, its agents, contractors, employees, servants, lessees, licensees or concessionaires. Lessor shall be solely responsible for, and the indemnity contained in the sentence immediately preceding this sentence shall not apply to, the gross negligence or willful misconduct of Lessor, Lessor's officers, agents, servants, employees or contractors. Each Affiliate of Lessor is an intended third party beneficiary of the foregoing indemnity.

15. The following events shall constitute events of default under this Lease:

(1) Lessee's failure to pay any installment of rent when the same shall be due and payable and the continuance of such failure for a period of five (5) days after receipt by Lessee of notice in writing from Lessor specifying such failure; provided, however, such notice and such grace period shall be required to be provided by Lessor and shall be accorded Lessee, if necessary, only two (2) times during any twelve (12) consecutive month period of the term, and an event of default by Lessee shall be deemed to have immediately occurred upon the third (3rd) failure by Lessee to make a timely payment as aforesaid within any twelve (12) consecutive month period of the Term; or

(2) Lessee's failure to perform any of the other covenants, conditions and agreements herein contained on Lessee's part to be kept or performed and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt by Lessee of notice in writing from Lessor specifying the nature of such failure. In the event that such failure is of such a nature that it cannot be cured within such thirty (30) day period then such failure shall not be deemed a default so long as Lessee, after receiving such notice, promptly initiates efforts to cure the failure and thereafter diligently and continuously takes all steps necessary to complete the same promptly.

Upon the occurrence of an event of default, at Lessor's option:

(i) Lessor may terminate this Lease by written notice to Lessee, in which event Lessee shall remove Lessee's Facilities within two (2) days after Lessor's termination notice and shall surrender the Premises within such two (2) day period, and if Lessee fails to remove Lessee's Facilities or to surrender the Premises within such time period, Lessor may, without prejudice to any other right or remedy which Lessor may have, enter upon and take possession of the Premises (by force, summary proceedings, ejectment or otherwise) and remove Lessee and Lessee's Facilities without being liable for prosecution or any claim for damages therefor, and Lessee hereby waives its rights to any legal proceedings in connection with such reentry.

(ii) Lessor may enter upon and take possession of the Premises without termination of this Lease, and remove Lessee by force, summary proceedings, ejectment or otherwise, without being liable for prosecution or any claim for damages therefor, and Lessee hereby waives its rights to any legal proceedings in connection with such reentry. If Lessor elects, Lessor may take such action as is necessary to relet the Premises and may so relet the Premises at such rent and upon such terms and conditions as Lessor may deem advisable and receive the rent therefor. Upon such reletting, all rentals received by Lessor from such reletting shall be applied first to the payment of any expenses of such reletting, including but not limited to brokerage fees and attorneys' fees and the costs of alterations and repairs, second to the payment of rental and other charges due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied against future rent and other charges as the same may become due and payable under this

Lease. Lessee shall pay to Lessor, on demand, any deficiency that may from time to time arise by reason of such reletting and Lessor hereby reserves the right to bring an action or proceeding for the recovery of any such deficits.

(iii) Should Lessor at any time terminate this Lease as herein provided, in addition to any other right, remedy or power it may have, Lessor may declare to be due and payable immediately, the then present value [calculated with a discount factor of eight percent (8%) per annum] of the difference between (x) the entire amount of rent and other charges and assessments which in Lessor's reasonable determination would have become due and payable during the remainder of the term of this Lease (in the absence of the termination of this Lease), and (y) the then fair market rental value of the Premises for the remainder of the Term (as if this Lease had not been terminated). Upon the acceleration of such amounts, Lessee agrees to pay the same at once, in addition to all rent, costs, charges, assessments, and reimbursements theretofore due; provided, however, that such payments shall not constitute a penalty but shall constitute liquidated damages for Lessee's failure to comply with the terms and provisions of this Lease, Lessee and Lessor acknowledging and agreeing that Lessor's actual damages in such an event are impossible to ascertain and that the amount set forth herein is a reasonable estimate thereof.

16. Lessee covenants that Lessee, its agents, contractors, employees, servants, lessees, licensees or concessionaires ("Lessee's Users") will not generate, store, use, treat, release or dispose of any Hazardous Substances (as hereinafter defined) in, on, under or at the Premises, except for the storage and use of such Hazardous Substances as are commonly legally used or stored and in such quantities as are commonly legally used or stored as a consequence of using the Premises for the purposes permitted hereunder, but only so long as the use or storage of such substances does not pose a threat to public health or to the environment and would not necessitate any governmental regulation, including but not limited to permitting, notification, reporting, or response or remedial action, under applicable environmental laws. Additionally, Lessee's Users will not use the Premises as either a permanent or temporary dump site for any Hazardous Substances. Lessee shall indemnify and hold harmless Lessor (its Affiliates and their respective directors, officers, agents and employees) from and against any and all losses, fines, penalties, liabilities, strict liability, damages, injuries, expenses, response or remedial costs, reasonable engineer's, expert's and attorneys' fees and laboratory costs, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Lessor (its Affiliates or their respective directors, officers, agents or employees) by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the breach of the foregoing covenants or any violation by Lessee's Users of any environmental laws related to the generation, storage, use, treatment, disposal, release or threatened release of Hazardous Substances. "Hazardous Substances" shall mean any material, constituent, substance or waste currently, or at any time in the future, defined as, classified as or considered toxic, hazardous, infectious or radioactive by any governmental agency or under applicable federal, state or local law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, constituent, substance or material, as now or at any time hereafter in effect, including but not limited to listed or characteristic

hazardous wastes under the Resource Conservation and Recovery Act, as amended, hazardous substances as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, hazardous substances as defined under the Georgia Hazardous Site Responses Act, asbestos, and asbestos containing material. The provisions of this Paragraph 16 shall survive cancellation, termination or expiration of this Lease.

17. Lessee shall pay and discharge punctually, as and when the same shall become due and payable, all taxes and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary which shall or may during the Term be charged, levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to Lessee's Facilities or any part thereof, or any personal property, fixtures or equipment owned by Lessee thereon or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state and county governments and of all other governmental authorities whatsoever. If personal property taxes are assessed against Lessee's Facilities, Lessee shall pay such taxes as are directly attributable to Lessee's Facilities. Except as provided above, Lessor shall pay and discharge punctually, as and when the same shall become due and payable, all taxes and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary which shall or may during the Term be charged, levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to the Tower or the Land or any part thereof, or any buildings, appurtenances or equipment owned by Lessor thereon or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state and county governments and of all other governmental authorities whatsoever.

18. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if personally delivered or sent, postage prepaid, by first class registered or certified United States mail, return receipt requested, addressed to each party hereto at the following address:

Lessor: Georgia Power Company
Attn: _____
Land Department
15th Floor
BIN 10151
241 Ralph McGill Boulevard
Atlanta, Georgia 30308

Lessee: Macon County, Attention Emergency Services Director
5 West Main Street
Franklin, North Carolina 28734

or at such other address in the United States as Lessor or Lessee may from time to time designate by like notice. Except for payment of rent (where Lessor must actually receive

each rent payment on or before the due date thereof), any such notice, demand, request or other communication shall be considered given or delivered, as the case may be, on the date of personal delivery or on the date of deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

Notwithstanding the foregoing to the contrary, Lessee hereby appoints as Lessee's agent to receive service of all dispossessory or distraint proceedings and all notices in connection with such proceedings the person in charge of the Premises at the time or occupying the Premises, and if no person is in charge of or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises, and the same shall be deemed received upon the earlier of the date of such delivery to such person or the date of such attachment.

19. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REGARDLESS OF WHETHER OR NOT LESSOR WAS ADVISED OF THE POSSIBILITY OF SUCH CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOST PROFITS.

20. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, by a court of last resort having jurisdiction in the Premises, the validity of the remainder of this Lease shall not be affected, this Lease shall not terminate, and there shall be substituted for such illegal, invalid or unenforceable provision a like provision which is legal, valid and enforceable within the limits established by such court's final opinion and which most nearly accomplishes and reflects the original intention of the parties.

21. This Lease constitutes the full and complete agreement between the parties hereto and said parties shall not be bound by any statement, special condition or agreements not herein expressed. Any alteration or amendment to this Lease by the parties hereto shall be in writing and by reference incorporated into this Lease.

22. This Lease shall be governed by the laws of the state where the Premises are located.

23. In the event that, at any time during the Term, the Equipment Building or the Tower shall be destroyed or damaged in whole or in part then Lessor, at Lessor's option, shall either (i) terminate this Lease by written notice to Lessee within ninety (90) days after the date of such damage or destruction, or (ii) at Lessor's own cost and expense, cause the same to be repaired, replaced or rebuilt. In the event Lessor has not commenced such repair, replacement or rebuilding within ninety (90) days after the date of such damage or destruction, or fails to diligently pursue such repair, replacement or rebuilding, or fails to complete such repair, replacement or rebuilding within one hundred twenty (120) days after the date of such damage or destruction, Lessee may, upon written notice to Lessor, terminate this Lease as of the date thirty (30) days after the date of such notice and all rentals and other sums shall be accounted for between Lessor and Lessee as of such

date, and Lessee shall remove Lessee's Facilities within thirty (30) days after the date of such notice. In the event the Equipment Building or the Tower is destroyed or damaged at any time during the last year of the Term to the extent that, in Lessor's sole discretion, the Equipment Building or the Tower is not usable in its damaged condition for the conduct of Lessor's business, Lessor may, upon written notice to Lessee, terminate this Lease as of the date thirty (30) days after the date of such notice and all rentals and other sums shall be accounted for between Lessor and Lessee as of such date, and Lessee shall remove Lessee's Facilities within thirty (30) days after such notice.

24. If the whole of the Equipment Building or the Tower, or such portion of the Equipment Building or the Tower or the Land as will make the Equipment Building or the Tower unusable for Lessor's use, in Lessor's sole discretion, or if the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, is condemned by any legally constituted authority, or conveyed to such authority in lieu of such condemnation, then in any of said events, the Term shall end on the date when possession thereof is taken by the condemning authority, and rental shall be accounted for between Lessor and Lessee as of such date. Rent shall abate to the extent that, and for the period that, the Premises are not usable for the conduct of Lessee's business. In the event any portion of the Premises is taken by condemnation or a conveyance in lieu thereof (other than as set forth in the preceding sentence), at Lessee's option, Lessee may (i) terminate this Lease, or (ii) elect to continue this Lease and reduce the rent in proportion to the portion of the Premises so taken. Lessee may claim and recover from the condemning authority an award for Lessee's moving expenses, loss of goodwill, Lessee's personal property and fixtures and the unamortized cost of Lessee's Facilities.

25. Lessee's rights hereunder shall be subject to any mortgage, indenture or deed to secure debt which is now, or may hereafter be, placed upon the Premises by Lessor. This Lease is subject to (i) all matters affecting the Premises, recorded and unrecorded (including, without limitation, all utility easements serving or crossing the Premises, and all liens and encumbrances shown on the public records), (ii) all taxes and assessments, (iii) that certain lease agreement dated February 19, 1985, recorded at Deed Book N-9, page 308, Rabun County, Georgia records, (iv) all laws, ordinances, rules and regulations of any governmental authority or agency, including without limitation zoning restrictions, which may now or hereafter be applicable to the Premises, and (v) previous rights granted by Lessor to third parties.

26. Time is of the essence of this Lease. No remedy conferred upon or reserved to Lessor in this Lease, at law or in equity is intended to be exclusive of any other available remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given in this Lease or now or hereafter existing in law or in equity.

27. This Lease contains confidential information of Lessor, and Lessee covenants and agrees not to divulge the contents of this Lease to anyone (other than purchasers, prospective purchasers, lenders and prospective lenders, and the respective lawyers or accountants of such parties and of Lessee) without the prior written consent of Lessor, except as may be required by statute, court order or other legal process. No public announcement (excluding disclosures required by law to be made) shall be made by Lessee with regard to this Lease or its terms without the prior written consent of Lessor. Lessee and Lessor

hereby agree that this Lease shall not be recorded in any public records. Upon request of either party prior to the completion of the initial installation of Lessee's Facilities, the other party shall execute a Short Form of Lease containing a legal description of the Premises and the Term, and available extensions, setting forth that Lessee has a leasehold interest pursuant to the Lease and a description of the non-interference provisions contained herein. Any and all recording costs and taxes, if any, required in connection with the recording of the Short Form of Lease shall be at the sole cost and expense of Lessee. The Short Form of Lease shall specifically provide that upon the written request of Lessor following the completion of the initial installation of Lessee's Facilities, Lessee shall promptly execute and deliver to Lessor an appropriate release and/or cancellation instrument canceling the Short Form of Lease. Such cancellation instrument shall not have the effect of canceling or terminating this Lease or any rights or interests of Lessee in and to the Premises under this Lease, but shall merely remove the Short Form of Lease as a matter of public record, Lessee thereafter relying on possession of the Premises as public notice of any continuing rights and interests in the Premises under this Lease. Upon the written request of Lessor following the expiration or termination of this Lease, Lessee shall promptly execute and deliver to Lessor an appropriate release and/or cancellation instrument acknowledging the expiration or termination of this Lease and releasing any and all right, title, and interest of Lessee in and to the Premises under this Lease. Notwithstanding anything to the contrary contained in this paragraph:

A. Macon County shall comply with the North Carolina Law concerning public records;

B. All parties hereto acknowledge and agree that this Lease Agreement shall be added to the Agenda for a meeting of the Macon County Board of County Commissioners which is distributed to the Press and members of the Public upon request; and

C. All parties hereto acknowledge and agree that this Lease Agreement will be presented for approval in a public meeting by the Macon County Board of Commissioners and upon approval, a copy of the same shall become a part of the minutes of the meetings of the Macon County Board of Commissioners.

28. LESSOR MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE CONDITION OR SUITABILITY OF THE PREMISES, LAND OR THE EQUIPMENT BUILDING OR THE TOWER FOR THE PURPOSES INTENDED BY LESSEE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES ARE HEREBY DISCLAIMED AND NO SUCH WARRANTIES ARE MADE OR SHALL BE IMPLIED BY VIRTUE OF APPROVAL BY LESSOR OF ANY ENGINEERING ANALYSIS, DRAWINGS, SITE PLANS, WORK, INSTALLATIONS, PLANNED CONSTRUCTION AND FINAL CONSTRUCTION. LESSEE HAS MADE OR SHALL MAKE SUCH INSPECTIONS OF THE PREMISES AS LESSEE DEEMS APPROPRIATE PRIOR TO THE INSTALLATION OF ANY OF LESSEE'S FACILITIES THEREON OR THEREIN, AND LESSEE EXPRESSLY ACCEPTS LESSOR'S PERMISSION TO INSTALL LESSEE'S FACILITIES THEREON OR THEREIN WITHOUT WARRANTY OF ANY KIND OR NATURE.

29. Lessee agrees that Lessor has the right, at Lessor's option, to terminate the Term for any cause whatsoever, or without cause, at any time upon giving to Lessee sixty (60) days notice in writing of such termination. Upon such termination, Lessee shall vacate

the Premises and remove any of Lessee's trade fixtures and personal property then located on the Premises, provided that Lessee shall repair all damage to the Premises caused by such removal.

30. All property of Lessee remaining in the Premises after expiration of the Term or earlier termination of this Lease shall be deemed conclusively abandoned and may be removed by Lessor and disposed of by Lessor or, at Lessor's option, retained by Lessor for Lessor's own account, without compensation to Lessee, and Lessee shall reimburse Lessor for the cost of removing and disposing of the same.

31. In addition to the terms and conditions set forth in the body of this Lease, this Lease and Lessee's rights hereunder shall be subject to the Additional Terms and Conditions set forth in Exhibit "D" attached hereto and by reference made a part hereof. In the event of a conflict between a term, condition or provision set forth in the body of this Lease and a term, condition or provision set forth in Exhibit "D", the term, condition or provision set forth in the body of this Lease shall prevail except to the extent that Exhibit "D" expressly provides by specific reference that the term, condition or provision set forth therein is in lieu of the specific term, condition or provision set forth in the body of this Lease with which it conflicts.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My Commission expires:

Notarial Seal

LESSEE

MACON COUNTY, a body politic and corporate and a political subdivision of the State of North Carolina

By: _____
Name: _____
Title: _____

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My Commission expires:

LESSOR:

GEORGIA POWER COMPANY, a Georgia corporation

By: _____
Its: _____

Notarial Seal

PRE-AUDIT CERTIFICATE

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

This the ____ day of September, 2018.

Macon County Finance Officer

Exhibit "A"

Land

All that tract or parcel of land lying and being in Land Lot 168 of the Second Land District of Rabun County , Georgia and being in the City of Sky Valley, Georgia and being 0.10 acre as described upon a plat of survey dated October 16, 1984 and prepared by William F. Rolader, Georgia Registered Land Surveyor No. 2042, said survey being recorded in the office of the Clerk of Rabun Superior Court in Plat Book 22, page 86. Said survey is incorporated herein by reference for a full and complete description of the above-described lands.

Exhibit "B"

Premises

1. The antenna location on the Tower necessary to attach one (1) RFS Model BA6110 antenna oriented 0_____ degrees azimuth centered at a height of 60 feet.
2. The antenna location on the Tower necessary to attach one (1) RFS Model BA6110 antenna oriented 0_____ degrees azimuth centered at a height of 60 feet.
3. The antenna location on the Tower necessary to attach one (1) RFS Model BA6110 antenna oriented 0 _____ degrees azimuth centered at a height of 60 feet.
4. One rack space to be designated by Lessor in the Equipment Building.

Exhibit "C"

Lessee's Facilities

1. Sector 1 - one (1) RFS Model BA6110 antenna oriented 0_____ degrees azimuth centered at a height of 60 feet.
2. Sector 2 - one (1) RFS Model BA6110 antenna oriented 0_____ degrees azimuth centered at a height of 60 feet.
3. Sector 3 - one (1) RFS Model BA6110 antenna oriented 0_____ degrees azimuth centered at a height of 60 feet.
4. Three ½" LMR 600 coaxial cables connecting the antennas set forth in 1, 2 and 3 above with Lessee's Facilities in Lessee's equipment building.
5. Frequencies to be used: 453.025 MHz, 453.3125 MHz, 453.350 MHz, 458.025 MHz, 458.800 MHz, 465.3125 MHz.
6. #77703 Bud equipment Rack 19" x 77".
7. #82860 36A power supply 2U.
8. #074057 Backup/Charge.
9. Crescend 100W power amp 4U.
10. NXR-810 UHF 50W Repeater 2U.
11. TX/RX UHF Duplexer 2U.
12. #477944 or #457894 24" Standoff.

Exhibit "D"

Additional Terms and Conditions

Lessee shall have access to the Premises 24 hours a day, seven days a week; provided, however, that prior to entering the Premises, Lessee shall provide telephonic notice to Lessor at 866-999-1462 (IOC) Infrastructure Operation Center or such other person or phone number as Lessor shall from time to time designate in written notice to Lessee), which telephonic notice is actually received by such authorized representative of Lessor (and not, by way of example and not of limitation, merely left as a voicemail message); and Lessor shall have the option to promptly provide, at the sole cost and expense of Lessee (and Lessee shall, from time to time, upon demand, reimburse Lessor for such costs and expenses as additional rent under this Lease) an authorized representative of Lessor to accompany Lessee while Lessee is at Premises or crossing the property of Lessor going to or from the Premises, and in the event Lessor so elects to provide such authorized representative, Lessee shall not access the Premises except in the presence of such representative of Lessor.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: October 9, 2018

DEPARTMENT/AGENCY: Finance/Sheriff

SUBJECT MATTER: Bid for Sheriff's Department vehicles

COMMENTS/RECOMMENDATION:

Please see the attached bid tabulation for more details. The Finance Director will address this item at the meeting.

Attachments 1 Yes No

Agenda Item 11B

Macon County Sheriff's Office
Bid No. 4310-07 - Three (3) Patrol Vehicles
opened Friday, September 14, 2018 @ 4:00 p.m.

	Make	Model	Price Per Vehicle	Total Bid
Ilderton Dodge Chrysler Jeep Ram	Dodge	Durango	\$ 29,620.00	\$ 88,860.00
Jacky Jones Ford	Ford	Explorer	\$ 31,218.68	\$ 93,656.04
RK Chevrolet Inc.	Chevrolet	Tahoe	\$ 37,385.00	\$ 112,155.00

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: October 9, 2018

DEPARTMENT/AGENCY: Administration

SUBJECT MATTER: Space needs analysis

COMMENTS/RECOMMENDATION:

Please see the attached "Summary of Evaluations" concerning the Request for Qualifications (RFQ) for a space needs analysis. The County Manager will provide further insight at the meeting.

Attachments 1 Yes No

Agenda Item 11C

[illegible]

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: October 9, 2018

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Resolution

COMMENTS/RECOMMENDATION:

For the board's consideration, please see the attached resolution regarding Post-Traumatic Stress Disorder (PTSD) Awareness Day. Commissioner Shields and/or the County Manager will provide additional details at the meeting.

Attachments 1 Yes No

Agenda Item 11D

Macon County



A Resolution of the Macon County Board of Commissioners POST-TRAUMATIC STRESS DISORDER (PTSD) AWARENESS DAY

WHEREAS, the veterans of the United States Armed Forces have, and continue, to risk their lives to protect our national interest around the world and deserve the fullest resources of our Nation to ensure their physical, emotional and mental health; and

WHEREAS, stress can occur after experiencing a severely traumatic event such as: combat, sexual assault, child abuse, high impact collisions, natural disasters and terrorism, leading to injuries characterized as Post-Traumatic Stress Disorder (PTSD); and

WHEREAS, PTSD is a complex and serious disorder affecting veterans from every American conflict;

WHEREAS, The United States Department of Veterans Affairs reported in 2012 that nationally, more than 500,000 veterans with primary or secondary diagnosis of PTSD received treatment at Veterans Administration Medical Centers and Clinics; and

WHEREAS, PTSD significantly increases the risk of depression, suicide, drug and alcohol related disorders and death; and

WHEREAS, the suicide rate of Veterans is presently 20 a day where a high percentage do not engage with any treatment and are isolated from any support network; and

WHEREAS, there has been scientific research that has made significant advances in the prevention, diagnosis and treatment of PTSD, although many challenges remain; and

WHEREAS, the designation of October 27th, 2018, as Macon County, North Carolina, Post-Traumatic Stress Disorder Awareness Day will increase community consciousness, reduce any stigma, and help promote proper treatment of those veterans suffering the invisible wounds of war diagnosed with PTSD; and

WHEREAS, all citizens of Macon County are encouraged to take cognizance of this day and participate fittingly in its' observance; and

WHEREAS, this day is sponsored and supported by the Vietnam Veterans of America Chapter 994, the Veterans of Foreign Wars Post 7339, and the American Legion Post 108; and

NOW, THEREFORE, BE IT RESOLVED, that we, the Macon County Board of Commissioners, do hereby proclaim October 27th, 2018, to be: Post-Traumatic Stress Disorder Awareness Day in Macon County.

Jim Tate, Chairman

ATTEST:

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: October 9, 2018

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Consent Agenda

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

- A. **Minutes** – Consideration of the minutes from the July 10, 2018 regular meeting, the August 14, 2018 regular meeting and the August 28, 2018 special meeting, per Attachment 12A.
- B. **Finance** – Consideration of budget amendments #58 through #66, per Attachment 12B.
- C. **Tax releases** – Consideration of tax releases for September 2018 in the amount of \$1,429.25, per Attachment 12C.
- D. **Ad valorem tax collection report** – Attachment 12D (this item does not require board approval).

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

Attachments X Yes No

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

MACON COUNTY BOARD OF COMMISSIONERS
JULY 10, 2018
MINUTES

Chairman Tate called the meeting to order at 6:00 p.m. and welcomed those in attendance. All Board Members, the County Manager, Deputy Clerk, Finance Director, County Attorney, members of the news media and interested citizens were present.

ANNOUNCEMENTS: Chairman Tate recognized State Representative and former board chairman Kevin Corbin. Rep. Corbin updated the board on the recently completed "short session" of the North Carolina General Assembly. He noted the approval of \$1.5-million in funding for small schools (Highlands and Nantahala) in the county, a large allocation for nearby Western Carolina University, pay raises for teachers and increased funding for public schools. No action was necessary.

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

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

PUBLIC COMMENT PERIOD: **Howell Jacobs** told the board he wanted to speak about tax dollars coming to Nantahala. He asked for a new community building/library, and told the commissioners that at the recycling center there are "two little ropes to keep someone from falling in a hole" and questioned, "Why can't this get fixed?" He asked the board to spend some money before someone gets hurt and to "just be fair" to Nantahala. **Narelle Kirkland** requested to have the cellular telephone numbers for each of the commissioners and also asked for a county-sponsored trip to Raleigh to visit a World War I exhibit at a museum there. She again asked that the county pave the remaining gravel portions of the Little Tennessee River Greenway.

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

- To remove Item 11D under New Business (discussion regarding proposed NCDOT abandonment of a section of Holt Road), per Chairman Tate.
- To add a brief update on Wi-Fi for the libraries at Highlands and Nantahala as Item 10B under Old Business, per Commissioner Gillespie.
- To add Budget Amendments #11 and #12 to the Consent Agenda as part of Item 12B, per the Finance Director.

REQUEST FOR NEW FACILITY FOR SENIORS: Chairman Tate welcomed clients of Macon County Senior Services to the meeting. He told them he had the pleasure of visiting the senior center in May “when bingo was going on” and pointed out he had to circle the parking lot twice looking for a place to park. He noted that while he saw “smiling faces and good activities,” the current facility on Wayah Street does not have enough space. **Sandy Lajeunesse** said she was here to voice support for a new senior center. She explained that she suffered a stroke in 2011 and that “the senior center got me through recovery.” She said the clients check on each other and develop lifelong friendships. **Jean Wright** told the board that after her husband died unexpectedly, she became a semi-recluse and, except for going to church, sat in her home. She said that friends got her to go to the senior center, and soon “these people had become very important to me,” particularly after she fell in her backyard and was injured. She added that she got signed up for “meals on wheels,” and once she was well enough to drive, started going back to the center. She started facilitating a writer’s group and book club, and currently has a part-time job at the center planning trips and now says she looks forward to “a paycheck and taxes.” She concluded by telling the board that July 1 is now the anniversary of her new life, not her husband’s death. **Lucille Green**, who is 96 years old, simply told the board members, “Please find us another place. That’s all I got to say.” **Don Capaforte**, the administrative officer for Senior Services, handed out copies of the center’s newsletter to the board members and told them he had wanted some of the seniors to share their stories with the commissioners. According to Capaforte, 28 percent of the county’s residents are 60 years or older and more are moving here to retire. He said the center has had approximately 1,500 participants, and averages about 200 per day. He noted that these folks are socializing, and “we are feeding them,” adding that studies show that 27 percent of seniors are isolated. From a health perspective, that is just as bad as smoking, he told the board. “We have outgrown where we are,” he said, pointing out that 75 of the state’s 100 counties have more adults age 60 and over than they do 0-18. “We just want our county to be ready,” he concluded. Commissioner Beale asked the senior center volunteers to stand and be recognized, noting that they contributed a monetary value of \$1,628,000 worth of time in the past year. He noted that there would be a benefit for Mr. Capaforte, who is dealing with cancer, on September 8th and he thanked Mr. Capaforte “for your steadfastness and showing up when most wouldn’t.” Chairman Tate responded that “you can’t get anywhere without a

Minutes

07.10.18

Page 2 of 6

plan,” noting that the county was in the process of implementing a Capital Improvement Plan (CIP) and that a new senior center “is at the forefront” of it. “We hear you loud and clear,” he told the seniors in the audience. No action was taken.

HEART FOR FAMILIES LEADERSHIP SEMINAR: Cindy Cavender with the Franklin Chamber of Commerce requested the board’s sponsorship of a Heart for Families leadership seminar to be held in Franklin in November. She asked the commissioners for \$1,000 for a partnership in the event. The County Attorney raised some questions as to how the money would be spent and asked to see any promotional literature about the seminar. Following additional discussion, no action was taken.

STATE OF FRANKLIN: Former Macon County Manager Jack Horton gave the board an update on the State of Franklin, a non-profit organization headquartered in Bryson City, NC. Mr. Horton explained that he is now the chairman of the board of the non-profit, which will celebrate its 50th anniversary next year. He said the State of Franklin provides a number of services in Swain County, and is better known in the surrounding counties for its Senior Aides program. Subsidized by the U.S. Department of Labor, the State of Franklin provides workers for organizations such as Macon County’s Department of Social Services. As Mr. Horton noted, “These people want to work and they show up.” He told the commissioners that “Macon County has always been a big supporter of senior citizen programs,” and noted that Shelia Jenkins, the former administrative officer for the county’s senior services program, is the State of Franklin’s newest board member. He extended his appreciation to the board for including the State of Franklin in the county budget again this year. Macon provides \$14,000 to the non-profit. No action was taken.

ADOPTION OF THE 2019 SCHEDULE OF VALUES: Following brief comments from Tax Administrator Richard Lightner, and upon a motion by Commissioner Shields, seconded by Commissioner Beale, the board voted unanimously to approve the “2019 Schedules of Values, Standards and Rules for Market Value” as presented, a copy of which is attached (Attachment 1) and is hereby made a part of these minutes.

WI-FI FOR LIBRARIES: Commissioner Gillespie shared some information regarding a proposal to upgrade wi-fi services at the libraries in Highlands and Nantahala, and told the board he anticipated possible action on this matter at the August regular meeting. No action was taken.

WHO GLOBAL CAMPAIGN TO COMBAT AGEISM: Tamara Zwinak began her comments by stating that she was “not here to offend” but might “ruffle a few

feathers." Saying that she is a licensed clinical social worker and a psychiatrist, she told the board that she wants to make Franklin "an age friendly city." She said she was motivated to speak to the board after hearing comments by Commissioner Beale at a presentation on elder abuse during which time she said that he commented that "our seniors need to be protected." This was "a red flag" to her, she said, adding that ageism is a civil rights violation and federal law prohibits it. Ageism includes "addressing older people in elder speak and speaking loud or in a simplified manner, she said, and went on to speak against the county building a new senior services center. She gave the board the World Health Organization (WHO) definition of ageism, and said the county was providing segregated programs for seniors instead of integrated programs. She asked the commissioners to "get on board" with the WHO campaign to combat ageism. Near this time in her presentation, Commissioner Beale attempted to ask Ms. Zwinak a question and was essentially scolded for interrupting her, and she asked the board to hold any questions until she was done. She told the board that if the senior center is the only option for the county's elderly, "that should give you pause," and later suggested the county provide programs for the whole family, not just seniors. She added that seniors have invaluable knowledge, and the waste of that "is the biggest mistake of your positions here" as commissioners. She encouraged the board to think out of the box, and after citing a number of statistics, stated that ageism is a social problem and that it is "morally reprehensible and illegal to segregate elders." Following some additional comments, she asked Commissioner Beale to accept her apologies for her earlier remarks to him. No action was taken.

AIRPORT AUTHORITY REQUEST: Gary Schmidt and Richard Rhodes, members of the Macon County Airport Authority, appeared before the board to request matching funds to complete an archeology study on the runway extension project at the airport. Commissioner Gillespie, the board's liaison to the authority, provided some background information on the project and explained that the authority needs \$19,300 to provide the 10 percent match for the work, noting that there have been "significant findings" by the contractor. This led to discussion among the board members regarding the original quote for these services. The Finance Director explained that the authority receives "non-primary entitlement" (NPE) funds of \$150,000 a year on an annual basis and those funds can be used for this, but more money is needed due to the amount of artifacts discovered. She added that the county would need to match two NPE grants of \$16,667 each for a total of \$33,334 in order to cover the request. The archeology study must be completed in order for other projects to move forward, and Commissioner Gillespie said that the authority members voted unanimously to make the request. He then made a motion to approve the matching funds, which, according to the Finance Director, is a total of \$33,334, not \$19,300 as mentioned earlier. This was followed by

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discussion of taking the money from the county's contingency line item, which has \$125,000 in it. Commissioner Shields seconded the motion, and the board voted unanimously to approve the request.

DUKE ENERGY LEASE/NANTAHALA RECREATION PARK: Commissioner Higdon said certain needs have been identified in the Nantahala community, and with the community building and the recreation park housed on land leased by the county from Duke Energy, he had asked the County Attorney to review the lease agreement prior to the county engaging further in the Capital Improvement Program (CIP) process. The County Attorney said he had shared some information with the board members in an e-mail, adding that the "bottom line" is that Duke Energy is very supportive of the community and the County Attorney believes Duke would give the county a fair deal. Discussion turned to the CIP process and a possible work session on that topic. The County Manager explained that he was in the process of putting together a request for proposals (RFP) for a space needs study that would "dovetail" with the CIP and the upcoming Fiscal Year 2019-20 budget. Discussion of the CIP and space needs study continued and eventually turned toward safety issues at recycling convenience centers like the one in Nantahala. No action was taken.

CONSENT AGENDA: Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve the items on the consent agenda as follows: the minutes of the May 8, 2018 regular meeting and the May 15, 2018 continued session; the following budget amendments: **#1** an agreement addendum for the Health Department to decrease the total budget for the Regular Chronic Disease 1422 Grant from \$117,332 to \$96,323 in revenue and expenditures to cover expenses for June 2018; **#2** an agreement addendum for the Health Department to decrease the total budget for the Tobacco Grant from \$125,272 to \$117,899 in revenue and expenditures to cover expenses for June 2018 ; **#3** an agreement addendum for the Health Department to decrease the total budget for the Minority Diabetes Prevention Grant from \$165,808 to \$155,528 in revenue and expenditures to cover expenses for June 2018 ; **#4** for Education to carry forward a balance of \$18,209 for the Franklin High School vocation building heating project and the Highlands School cafeteria floor covering; **#5** for Emergency Management to appropriate \$6,020 received from the Hazardous Material Emergency Preparedness Grant Program; **#11** for the Health Department to allocate an additional \$15,187 in WIC funds from the state; **#12** for the Health Department to allocate \$43,110 from an Evergreen Foundation Grant. (Copies of the amendments are attached); tax releases for the month of June in the amount of \$35.06; monthly ad valorem tax collections report (no action necessary).

APPOINTMENTS: (1) Library Board: Karen Wallace with Macon County Library informed the board that John Gaston had submitted his letter of resignation from the Macon County Library Board of Trustees, effective June 30, 2018, and in turn submitted an application from Wood Lovell, a member of the Hudson Library Board in Highlands, to fill Mr. Gaston's unexpired term in the Macon County board. She requested that Mr. Lovell be appointed, and upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to appoint Mr. Lovell as requested.

CLOSED SESSION: Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to go into closed session at 7:54 p.m. for the purpose of preserving the attorney-client privilege under NCGS 143-318.11(a)(3). At 8:47 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to come out of closed session and return to open session. No action was taken.

ADJOURN: With no other business, at 8:48 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to adjourn.

Derek Roland
Ex Officio Clerk to the Board

Jim Tate
Board Chairman

MACON COUNTY BOARD OF COMMISSIONERS
AUGUST 14, 2018
MINUTES

Chairman Tate called the meeting to order at 6:01 p.m. and welcomed those in attendance. All Board Members, the County Manager, Deputy Clerk, Finance Director, County Attorney, members of the news media and interested citizens were present.

ANNOUNCEMENTS: Commissioner Beale said that the annual Macon County Heritage Day would be held on Saturday, August 18th at the Macon County Heritage Center at Cowee School. He added that a crowd of some 2,500 people was expected.

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

PLEDGE TO THE FLAG: Led by the County Manager, the pledge to the flag was recited.

PUBLIC COMMENT PERIOD: **Sheila Jenkins and Sara Jane Melton** told the board that the Region A Senior Celebration would be held on September 7th from 9 a.m. to 2 p.m. at the Western Carolina University Ramsey Center in Cullowhee, NC. Ms. Jenkins requested \$500 from the board to help sponsor the event. Commissioner Beale made a motion to approve the \$500 and to take the funds from the contingency line item, and Commissioner Shields seconded the motion. Chairman Tate asked for "a little bit more of a heads up" in the future, and Ms. Melton apologized for the last minute notice, and after further discussion, the board voted unanimously to approve the request.

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

- To add an additional item under New Business Item 11A (Renewal of lease with Inovotex, LLC) for consideration of a resolution and a lease for a portion of the county's Small Business Center to be used by the Macon

County Schools STEM (Science, Technology, Engineering, Mathematics) Program, per the County Attorney.

- To remove Item 11B(1) under New Business (Macon County Transit updated Safety System Plan), per the County Manager.
- To add a brief report as Item 9B under Reports/Presentations regarding the recent “No Wrong Door” meeting, per Commissioner Beale.
- To hold a closed session under Item 14 for the purpose of preserving the attorney/client privilege and to discuss the possible acquisition of real property, per the County Attorney.
- To add consideration of relieving the Tax Department of collecting taxes from 2007 as part of the Consent Agenda as Item 12F, per the Finance Director.
- To remove Item 10A (Public Wi-Fi for libraries), per Commissioner Gillespie.

STATE AWARD NAMED IN HONOR OF DOROTHY CRAWFORD: Department of Social Services (DSS) Director Patrick Betancourt shared the news of an announcement by the North Carolina Department of Health and Human Services – Division of Aging and Adult Services – regarding a newly created statewide award named in honor of former Macon County DSS Director Dorothy Crawford. He said the Dorothy R. Crawford Award will recognize an individual or organization that has developed innovative strategies related to or having a significant impact on the lives of older adults through Adult Protective Services or guardianship. Mrs. Crawford, who turned 100 in April of this year, accompanied Mr. Betancourt to the meeting and was recognized by the board. It was noted that Mrs. Crawford remains active in the community, her church and in various statewide organizations, such as the Senior Tar Heel Legislature. In fact, she told the board that she needed to leave the meeting in order to attend another one. Mrs. Crawford received a round of applause. No action was necessary.

“NO WRONG DOOR”: Commissioner Beale gave the board a brief report on an upcoming meeting of the “No Wrong Door” planning committee meeting which is scheduled for Thursday, August 16th. The aim of the program is to provide easy access to information and services for those with mental health and substance abuse issues. No action was necessary.

UPDATE ON SPACE NEEDS ANALYSIS: The County Manager told the board that a Request for Qualifications (RFQ) for a Master Facility Plan/Space Needs Assessment would be issued August 27, 2018 with responses due by Monday, September 24, 2018 at 2 p.m. Under the proposed schedule, work on the plan/assessment would begin on October 10, 2018 and would be completed by January 25, 2019. He said this schedule will fit into the board’s budget kickoff meeting and the plan/assessment will work with the Capital Improvement Plan

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(CIP). He said the analysis will be focused on the following items: (1) the identification and assessment of current space, (2) the identification of 5-to-10 year projected space needs, which consider current/existing space deficits, (3) compare/assess the county CIP recommendations and make suggestions for prioritization based on findings over the next, 5, 10, 15 and 20 years, (4) recommendations with regard to providing for the space needs identified and (5) an estimate of the probable costs. The County Manager then reviewed a "Space Needs Analysis Project Summary," which included a listing of various county properties. A copy of the RFQ and the project summary are attached (Attachments 1 and 2, respectively) and are hereby made a part of these minutes. The County Manager said the space needs analysis will help county officials better prioritize needs for the CIP, and this led to questions and further discussion. The Finance Director pointed out that with a RFQ, the decision regarding the selection of a firm to perform the work will need to be based on qualifications, not dollars. She and the County Manager noted that they would like to present the board with a recommendation at its October 9th regular meeting in order to have the analysis complete by the budget kickoff meeting. Chairman Tate commented that what he liked about the idea is that this gives the county "an unbiased professional opinion" and "gives us something to lean on." Commissioner Higdon questioned if the study would look at levels of service, such as a comparison with neighboring Jackson County, and the County Manager responded that would require a "performance measurement" type of study, which this will not do. No action was taken.

RENEWAL OF LEASE WITH INOVOTEX, LLC: Economic Development Director Tommy Jenkins requested that the board approve a one-year renewal of the lease with Inovotex, LLC for space at the Macon County Business Development Center. The lease would be effective as of June 15, 2018 at a rent of \$1,840 per month. The County Attorney provided the appropriate resolution and lease for the board's consideration, copies of which are attached (Attachments 3 and 4, respectively). Upon a motion by Commissioner Gillespie, seconded by Commissioner Higdon, the board voted unanimously to approve the "Resolution of the Macon County Board of County Commissioners Declaring Property to be Surplus and Approving a One Year Lease of the Same by Macon County to Inovotex, LLC, a Delaware Limited Liability Company."

LEASE WITH MACON COUNTY BOARD OF EDUCATION: Mr. Jenkins also told the board that the Macon County Schools STEM program was interested in using a vacant unit in the building (Unit E) to house the program's "Macon Bots" robotics team, which has approximately 30 students and needs the space. Upon a motion by Commissioner Gillespie, seconded by Commissioner Beale, the board voted unanimously to approve a "Resolution of the Macon County Board of County Commissioners Declaring Property to be Surplus and Approving a One Year Lease of the Same by Macon County to Macon County

Board of Education,” with the payment of monthly rent waived by the county. A copy of the resolution and the accompanying lease are attached (Attachments 5 and 6, respectively) and are hereby made a part of these minutes. In closing, Mr. Jenkins explained that there are three spaces available at the Business Development Center, but pointed out they are “smaller” spaces and thus harder to fill.

TRANSIT CONTINUITY OF OPERATIONS PLAN: Transit Director Kim Angel told the board that a Continuity of Operations Plan (COOP) was a federal requirement for her agency, and noted the assistance of Emergency Services Director Warren Cabe in drafting the plan. She said the COOP outlines how Transit, as well as other county departments, will operate in case of a disaster. Transit is now listed as one of six “Essential Functions.” Following further discussion, and upon a motion by Commissioner Shields, seconded by Commissioner Higdon, the board voted unanimously to approve the Continuity of Operations Plan as presented, a copy of which is attached (Attachment 7) and is hereby made a part of these minutes.

TRANSIT UPDATED TITLE VI PLAN: Ms. Angel made the board aware of three items needed to update the Transit Title VI Program Plan, including one that designates her as the Title VI Coordinator. Upon a motion by Commissioner Shields, seconded by Commissioner Beale, the board voted unanimously to approve the updated plan as presented, a copy of which is attached (Attachment 8) and is hereby made a part of these minutes. In closing, Ms. Angel invited the board to attend Transit’s 20th anniversary celebration on August 30th.

RESOLUTION TO ABANDON A PORTION OF STATE ROAD 1617: The County Attorney explained that all of the affected property owners had signed a petition requesting the North Carolina Department of Transportation (NCDOT) to abandon the final 400 feet of State Road 1617, also known as Holt Road. He had prepared a resolution for the board’s consideration documenting the commission’s support of NCDOT in abandoning this section of the road, and upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to approve the resolution as presented, a copy of which is attached (Attachment 9) and is hereby made a part of these minutes.

AGREEMENT TO PROVIDE RECREATION OPPORTUNITIES WITH SCALY MOUNTAIN HISTORICAL SOCIETY: Following a brief explanation from the Finance Director, and upon a motion by Commissioner Higdon, seconded by Commissioner Gillespie, the board voted unanimously to approve an “Agreement to Provide Recreation Opportunities” with the Scaly Mountain Historical Society. Under the annual agreement, the county provides the historical society with \$5,000 in exchange for making the Old Scaly School

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House available to the general public for recreation purposes. A copy of the agreement is attached (Attachment 10) and is hereby made a part of these minutes.

FIREWORKS PERMIT APPLICATION: Upon a motion by Commissioner Higdon, seconded by Commissioner Beale, the board voted unanimously to approve a request by Grand Finale Entertainment for a fireworks display permit for a private wedding reception to be held September 15, 2018 at The Vineyard at 37 High Holly in Scaly Mountain, NC.

RATIFICATION OF TELEPHONE POLL: Following an explanation by the County Manager, and upon a motion by Commissioner Higdon, seconded by Commissioner Gillespie, the board voted unanimously to ratify a telephone poll of the board conducted by the County Manager on August 7, 2018 with regard to an accident involving a Macon County Transit vehicle that occurred in the parking lot of the Crawford Senior Center on that same date. The County Manager explained that William Terry Land agreed to pay in full the amount of \$1,800 for damages to the Transit van and that Mr. Land would in turn be released from any and all further liabilities related to the accident.

CONSENT AGENDA: Upon a motion by Commissioner Shields, seconded by Commissioner Beale, the board voted unanimously to approve the items on the consent agenda as follows: the minutes of the June 5, 2018 continued session, the June 12, 2018 regular meeting and the June 19, 2018 continued session; the following budget amendments: #20 for the Department of Social Services to carry forward SHIPP funds in the amount of \$2,475 from Fiscal Year 2017-18; #21 for the Department of Social Services to carry revenue from donations/gifts in the amount of \$2,819 from Fiscal Year 2017-18; #22 for the Department of Social Services to carry forward adoption funds in the amount of \$16,533 from Fiscal Year 2017-18; #23 for the Department of Social Services for additional revenue for the Crisis Program in the amount of \$29,454 and for TANF in the amount of \$163,176; #24 for the Department of Social Services to carry forward foster care donations in the amount of \$1,232 from Fiscal Year 2017-18; #25 for the Finance Department to appropriate \$8,304 in federal forfeiture funds and \$1,550 in state forfeiture funds; #26 for the Sheriff's Office to appropriate \$1,958 for PF custom guns ordered but not received until FY 2018-19; #27 for the Health Department to carry forward \$1,230 in donations for Animal Control from Fiscal Year 2017-18; #28 for the Health Department to roll unexpected Cost Settlement funds of \$107,002 to the current fiscal year; #29 for the Health Department to roll unexpected Medical Access Program (MAP) funds of \$9,000 to the current fiscal year; #30 for the Transit Department to appropriate insurance settlement funds of \$1,424; #31 for Veterans Services to carry forward a \$500 donation to the current fiscal year (Copies of the amendments are attached); tax releases for the month of July in

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the amount of \$24,377.78; the 2017 Tax Settlement report, a copy of which is attached; monthly ad valorem tax collections report (no action necessary); and the request to relieve the tax department for collection of real estate taxes that are 10 years past due (2007 taxes in the amount of \$21,774.60), with a copy of the Tax Collections Supervisor's memo to the commissioners attached.

APPOINTMENTS: (1) **Library Board:** Karen Wallace with Macon County Library reported that Frank Oliver has resigned from the Macon County Library Board of Trustees as he is now serving as the president of the Hudson Library Board of Trustees. Andrew Chmar, also a member of the Hudson board, has expressed interest in Mr. Oliver's seat on the county board and submitted an application for the board's consideration. Upon a motion by Commissioner Higdon, seconded by Commissioner Gillespie, the board voted unanimously to appoint Mr. Chmar to fill the unexpired term held by Mr. Oliver, which ends March 14, 2020. (2) **Highlands Tourism Development Commission:** Per Bob Kieltyka, the selection of Tony Potts as chairman of the Highlands Tourism Development Commission requires the formal approval of the Macon County Board of Commissioners, and upon a motion by Commissioner Beale, seconded by Commissioner Gillespie, that approval was unanimously granted.

CLOSED SESSION: Upon a motion by Commissioner Beale, seconded by Commissioner Gillespie, the board voted unanimously to go into closed session at 6:59 p.m. for the purpose of preserving the attorney-client privilege under NCGS 143-318.11(a)(3) and to discuss the acquisition of real property under NCGS 143-318.11(a)(5). At 7:30 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Gillespie, the board voted unanimously to come out of closed session and return to open session.

NCDOT QUITCLAIM DEED: The County Attorney explained that the county had worked with NCDOT to provide the state with a right of way and a public utility easement over the Senior Services property on Wayah Street. He said NCDOT has agreed to deed the former Franklin Chamber of Commerce property to the county, subject to a similar right of way and public utility easement. The County Attorney told the board he had asked NCDOT for a warranty deed, but was told the state does not do those and offers a quitclaim deed only. He said he was looking for the board's agreement to accept the quitclaim deed, because if the board doesn't accept it, it will not receive the property. Upon a motion by Commissioner Higdon, seconded by Commissioner Beale, the board voted unanimously to accept the quitclaim deed under the terms outlined by the County Attorney.

ADJOURN: With no other business, at 7:34 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Beale, the board voted unanimously to adjourn.

Derek Roland
Ex Officio Clerk to the Board

Jim Tate
Board Chairman

**MACON COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
AUGUST 28, 2018
MINUTES**

Chairman Tate called the meeting to order at 5:30 p.m. as noticed. All board members, the County Manager, Deputy Clerk and County Attorney were present, as were members of the media.

Chairman Tate announced the purpose of the meeting as stated 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. The purpose of the meeting was for the board to discuss, consider and take action upon a proposed resolution supporting and authorizing the submission of an application to the North Carolina Department of Commerce for a grant to assist and support "Project Wayah."

Chairman Tate recognized Tommy Jenkins, the county's economic development director, who gave a brief overview of "Project Wayah," noting that a local business is seeking economic development incentives for an expansion project that will create an estimated 33 jobs over an 18-month period at an average annual salary of approximately \$40,000. He said the company's total investment is approximately \$5-million. He said his request today was for the board to approve an application for a grant in the amount of \$412,500 from the state, which would require a local match of 5 percent or \$20,625. The County Manager explained that the appropriate budget amendment had been prepared which would take the money from the county's Economic Development Incentives Fund. This was followed by questions and discussion from the board members. The County Attorney further explained the need for the special meeting as the application must be in Raleigh by Thursday (August 30th) in order to meet a deadline. Following further discussion, and upon a motion by Commissioner Shields, seconded by Commissioner Beale, the board voted unanimously to approve a "Resolution of the Macon County Board of County Commissioners Supporting and Authorizing and Ratifying the Submission of an Application to the North Carolina Department of Commerce, Rural Economic Development Division, Rural Grants/Program for a Grant from its Building Reuse Program." A copy of the resolution and the accompanying

Budget Amendment are attached (Attachments 2 and 3, respectively) and are hereby made a part of these minutes.

At 5:42 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Beale, the board voted unanimously to adjourn.

Derek Roland
Ex Officio Clerk to the Board

Jim Tate
Board Chairman

Date: 9/6/2018

58

[illegible]

RECOMMENDED BY FINANCE OFFICER

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED AND ENTERED ON MINUTES DATED

CLERK

DEPARTMENT: SOLID WASTE
EXPLANATION: MOVING MONEY FROM FUND BALANCE. THE FORKLIFT WE ORDERED
COULD NOT ARRIVE BY JUNE 30 OF 2018.

CLERK

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # _____

FROM: M. CHRIS STAHL

DEPARTMENT: SOLID WASTE

EXPLANATION: MOVING MONEY FROM A CLAIM SETTLEMENT OF EQUIPMENT
DAMAGE TO THE LINE ITEM PAID FROM.

[illegible]

REQUESTED BY DEPARTMENT HEAD Chris Stahl

RECOMMENDED BY FINANCE OFFICER *Kenneth*

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS 10/9/18 meetings

APPROVED AND ENTERED ON MINUTES DATED

CLERK

AMENDMENT # 62

EXPLANATION: INSURANCE SETTLEMENT FOR HUDSON LIBRARY

REQUESTED BY DEPARTMENT HEAD Stu Leck

RECOMMENDED BY FINANCE OFFICER Reinhold

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 10/9/18 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

63

EXPLANATION: Insurance Settlement for Canzone patrol car

REQUESTED BY DEPARTMENT HEAD Dad Co
RECOMMENDED BY FINANCE OFFICER James Dale
APPROVED BY COUNTY MANAGER _____
ACTION BY BOARD OF COMMISSIONERS 10/9/18 meeting
APPROVED AND ENTERED ON MINUTES DATED _____
CLERK _____

October 2, 2018

FROM: FINANCE

[illegible]

CLERK

Original funding \$113,572. Revised funding \$81,452.

CLERK

CLERK:

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



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

TO: MACON COUNTY COMMISSIONERS

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

DATE: October 3, 2018

RE: Releases

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

AMOUNT OF RELEASES FOR SEPTEMBER, 2018: \$1,429.25

Tax Collections
10/01/18

Detail Transactions by Group

RTC020303
Page 1

Group Number REL*18*09

Abatement

Effective Date 09/10/18

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cde	Check Number	Trans Rev Descriptn
3	09/19/18	141409	18A7540959478	G01 F10 L01	773.52- 23.94- 95.00-	773.52- 23.94- 0.00	0.00 0.00 0.00		0.00 0.00 0.00				
***		ALLGOOD, THOMAS F III			892.46-	797.46-	0.00	95.00-	0.00	0.00	R	CLERICA	
2	09/12/18	98111	18A7504847085	G01 F04	87.25- 13.42-	87.25- 13.42-	0.00 0.00		0.00 0.00				
***		CRISP, GAIL BRYSON LIFE ESTATE			100.67-	100.67-	0.00	0.00	0.00	0.00	R	CLERICA	
5	09/27/18	137596	18A6584245079	G01 F01	203.71- 31.81-	203.71- 31.81-	0.00 0.00		0.00 0.00				
***		HANNAH, FRANK GERALD			235.52-	235.52-	0.00	0.00	0.00	0.00	R	CLERICA	
1	09/10/18	138237	18A7523697205	G01 F04 L01	87.88- 13.34- 95.00-	87.88- 13.34- 0.00	0.00 0.00 0.00		0.00 0.00 0.00				
***		NICKS, JAMES A. JR			196.22-	101.22-	0.00	95.00-	0.00	0.00	R	CLERICA	
4	09/19/18	130363	18A130363.12	G01 F01	3.79- 0.59-	3.79- 0.59-	0.00 0.00		0.00 0.00				
***		PRIMO WATER CORP			4.38-	4.38-	0.00	0.00	0.00	0.00	R	CLERICA	

Tax Code Totals

F01*18- FR FIRE	32.40-	32.40-	0.00	0.00	0.00	0.00
F04*18- CULL FR	26.76-	26.76-	0.00	0.00	0.00	0.00
F10*18- HLDS FR	23.94-	23.94-	0.00	0.00	0.00	0.00
G01*18- GEN TAX	1156.15-	1156.15-	0.00	0.00	0.00	0.00
L01*18- RES FEE	190.00-	0.00	0.00	190.00-	0.00	0.00

Total for Group
REL*18*09

1429.25- 1239.25- 0.00 190.00- 0.00 0.00

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

A 1429.25- 0.00

MACON COUNTY MONTHLY
AD VALOREM TAX COLLECTIONS REPORT

Sep-18

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	17525365.77	476.16	-6485.12	-15.77	17519341.04	-2369660.02	25964.03	4285.73	-2339410.26	15179930.78
Fire Districts	2215781.07	150.48	-665.23	-2.69	2215263.63	-264236.47	0	662.62	-263573.85	1951689.78
Landfill User Fee	1801132.34	0	-475	-3.72	1800653.62	-215609.2	0	285	-215324.2	1585329.42
Totals	21542279.18	626.64	-7625.35	-22.18	21535258.29	-2849505.69	25964.03	5233.35	-2818308.31	18716949.98

Year to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance	Collection Percentage
General Tax	0	26552453.6	-24461.61	-1179.77	26526812.26	-11388053.53	35488.53	5683.52	-11346881.48	15179930.78	42.78
Fire Districts	0	3156516.02	-3499.33	-178.98	3152837.71	-1201946.23	0	798.3	-1201147.93	1951689.78	38.1
Landfill User Fee	0	2553410	-950	-7.78	2552452.22	-967692.8	0	570	-967122.8	1585329.42	37.89
Totals	0	32262379.7	-28910.94	-1366.53	32232102.19	-13557692.56	35488.53	7051.82	-13515152.21	18716949.98	41.93

42.78% COLLECTED ON 2018 COUNTY GENERAL TAXES, LATE
LISTING PENALTIES, DISCOVERIES AND DEFERRED TAXES AS OF
9/30/2018 AS COMPARED TO 41.08% COLLECTED ON 2017 TAXES
AS OF 9/30/2017

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: October 9, 2018

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Appointments

COMMENTS/RECOMMENDATION:

- A. **Library Board** – Karen Wallace has reported that Dennis Sanders has resigned from the Macon County Library Board of Trustees. Per Ms. Wallace, Bill Dyar has expressed interest in Mr. Sanders' seat on the board and his application is attached. If selected, he would fill the remainder of Mr. Sanders' unexpired term, which ends March 14, 2019. As this term expires in approximately five months, Ms. Wallace indicated the anticipation that Mr. Dyar, if appointed, would then be reappointed to a full three-year term following the expiration of the expiring term.

Attachments 1 Yes No

Agenda Item 13 (A)

Application for Appointment to Macon County Authorities, Boards, Commissions and Committees

The Macon County Board of Commissioners believes all citizens should have the opportunity to Participate in governmental decisions. The Board wants to appoint qualified, knowledgeable and dedicated people to serve on authorities, boards and committees. If you have an interest in being considered for an appointment to any advertised vacancy, please thoroughly complete the form below before the advertised deadline and choose from the following options.

Mail to: County Manager's Office
5 West Main Street
Franklin, North Carolina 28734

or FAX to: 828-349-2400

Any Questions, please call the County Manager's Office at (828) 349-2025

Name of Authority, Board or Committee applying for: MACON COUNTY LIBRARY BOARD

Name: WILLIAM LEE DYAR

Address: 104 CAMP ROAD City: FRANKLIN NC Zip: 28734

Telephone: Home: 828-524-8129 Work: NONE

Occupation: RETIRED EDUCATOR

Business Address: _____

Email Address: billdyar@frontier.com

Briefly explain any anticipated conflict of interest you may have if appointed:

I KNOW OF NONE (WIFE IS CURRENT PRESIDENT OF THE FRIENDS OF THE LIBRARY BOARD.)

Educational Background

BS MARS HILL UNIV. MA: WESTERN CAROLINA UNIV.

Business and Civic Experiences/Skills:

TEACHER/COACH SEVERAL COMMUNITY BOARDS
PRINCIPAL

Areas of Expertise and Interest/Skills:

TEAM BUILDING NATIVE AMERICAN CULTURE
INDUCTIVE BIBLICAL STUDY AMERICAN HISTORY

List any Authorities, Boards, Commissions or Committees presently serving on:

GRACE CHURCH SESSION (BOARD OF ELDER)
ADVISOR TO A NUMBER OF SCOUT GROUPS

SIGNATURE:

William Lee Dyar

DATE: OCT. 1, 2018