

Macon County



MACON COUNTY BOARD OF COMMISSIONERS

May 13, 2025

6 P.M.

AGENDA

1. Call to order and welcome by Chairman Young
2. Announcements
 - (A) A public hearing on the fiscal year 2025-26 budget will be held on June 10, 2025, at 6:00 p.m. during the regular meeting of the Macon County Board of Commissioners, in the Commissioners Board Room located at 5 West Main Street, Franklin, NC.
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – None
6. Additions to agenda
7. Public Comment Period
8. Adjustments to and approval of the agenda
9. Reports/Presentations - None
 - (A) Fiscal Year 2025-26 Budget Presentation – County Manager Warren Cabe
 - (B) Annual report for Macon County Sheriff's Department – Sheriff Brent Holbrooks
 - (C) Update report for the Broadband Committee – Macon County Broadband Consultant Jeff Lee
10. Old Business
 - (A) Update on Franklin High School Project – Carroll Daniel Construction Operations Manager Dave Gotwalt
 - (B) Discussion regarding Panther Drive and Porter Street Intersection Redesign – Mr. Cabe

11. New Business

- (A) Discussion and approval of the updated resolution for the Macon County Fire and Rescue Commission – Fire and Rescue Commission Chairman Dustin Pendergrass
- (B) Discussion and consideration of funding for a Fire Safety Trailer for the Macon County Fire and Rescue Commission – Mr. Pendergrass
- (C) Discussion regarding Sheriff's Department Vehicle Request – Mr. Cabe and Sheriff Brent Holbrooks
- (D) Consideration and approval of Public Records Request Process – Human Resource and Safety Director Tammy Keezer
- (E) Update from Burningtown-Iotla Fire and Rescue – Chairman Mike Yacks

12. Consent Agenda – Attachment #12

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

- (A) Minutes of the April 8, 2025, Regular Meeting
- (B) Budget Amendments #285-287
- (C) Approval of Macon Aeromodelers Agreement
- (D) Ratify approval of fireworks permit for Parties by Design
- (E) Approval of fireworks permit for Nantahala Volunteer Fire and Rescue
- (F) Approval of fireworks permit for the Town of Franklin
- (G) Approval of fireworks permit for Cool Receptions
- (H) Tax releases for the month of April 2025 in the amount of \$2,101.51
- (I) Monthly ad valorem tax collection report – no action necessary

13. Appointments - None

14. Closed session as allowed under NCGS 143-318.11

15. Recess until May 22, 2025, for a budget work session.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – REPORTS/PRESENTATIONS

MEETING DATE: MAY 13, 2025

9A. Mr. Cabe will present the recommended budget for the fiscal year 2025-26.

9B. Sheriff Holbrooks will present the annual report for the Sheriff's Department.

9C. Mr. Lee will provide an update from the Broadband Committee to the board.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – OLD BUSINESS

MEETING DATE: MAY 13, 2025

10(A). Mr Gotwalt will provide an update on the Franklin High School project.

10(B). Mr. Cabe has requested to discuss the North Carolina Department of Transportation (NCDOT) requirements for redesigning the intersection at Franklin High School.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: May 13, 2025

11(A). The Macon County Fire and Rescue Commission has requested revisions to the current resolution including the addition of an executive committee that is made up of the eleven (11) Fire Chiefs. Chairman Dustin Pendergrass has indicated that the executive committee has been informally meeting in between the regularly scheduled Macon County Fire and Rescue Commission meetings. If the Board of Commissioners approves the requested revisions, the Macon County Fire and Rescue Commission would like to use the executive committee to form a non-profit 501(c)3. A mark-up copy of the requested changes is included in your packet for review and consideration.

11(B). Mr. Pendergrass will present a request for full funding of a new Fire Safety Trailer with the funds to be managed by the Macon County Fire and Rescue Commission Executive Committee and a potential 501(c) 3.

11(C). Mr. Cabe and Sheriff Holbrooks will present a request to purchase six vehicles this fiscal year out of fund balance instead of waiting until next fiscal year to purchase them from capital equipment. In conversation with the dealer there are concerns that the purchase price will be substantially higher next fiscal year. Approval of the purchase and a budget amendment will be needed.

11(D). Included in your packet is the proposed process for receiving and fulfilling public records requests. Macon County has not previously had a written process in place and is requesting approval of this process due to the volume of requests that are being received.

11(E). Mr. Yacks will provide an update on the operations of the Burningtown-Iotla Fire and Rescue Department.

**RESOLUTION OF THE BOARD OF COMMISSIONERS FOR
THE COUNTY OF MACON PROVIDING FOR THE DISSOLUTION OF THE MACON
COUNTY FIRE COMMISSION AND THE MACON COUNTY RESCUE COMMISSION
AND PROVIDING FOR THE ESTABLISHMENT OF THE MACON COUNTY FIRE
AND RESCUE COMMISSION**

Whereas, G.S. 153A-232 empowers a Board of County Commissioners to provide for the organization, equipment, maintenance and government of fire and rescue departments, within the political boundaries of the County; and

Whereas, the Board of County Commissioners of Macon County has determined, after due consideration, that it is for the best interest of and is necessary for the protection of the citizens of said County and their property:

- A. That fire and rescue departments be available throughout the incorporated areas of the County, so as to provide protection for public and private buildings, as well as other real and personal property of the citizens of Macon County in the rural; areas of the County;
- B. To establish an effective fire and rescue organization to supplement the Macon County Emergency Services Management Agency, and to work under its guidance; and
- C. In general, to provide for a more adequate and efficient system for the protection of life and property of the citizens and visitors of Macon County with a trained body of personnel; and

Whereas, at its April, 1979 Regular Meeting and at its March, 1987 Regular Meeting, the Board of Commissioners of Macon County adopted a Resolution establishing and amending a Resolution establishing the Macon County Fire Commission; and

Whereas, at its April, 1989 Regular Meeting, the Board of Commissioners of Macon County adopted a Resolution establishing the Macon County Rescue Commission;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF MACON that the Resolutions of the Board of Commissioners of the County of Macon heretofore adopted at its regular meetings on April 1979, April 1989 and March 1987 establishing and amending the Macon County Fire Commission and the Macon County Rescue Commission be hereby amended by deleting the same in full and replacing them with the following:

CREATING OF THE MACON COUNTY FIRE AND RESCUE COMMISSION

SECTION 1 – MEMBERSHIP

The Macon County Fire and Rescue Commission shall be composed of the following members:

- A. One (1) member of the board of Commissioners of Macon County to be appointed by said Board, who shall serve as the liaison between the Fire and Rescue Commission and the Board of Commissioners.
- B. Two (2) representatives of each recognized fire and rescue department within the County. The Chief of each department shall appoint that departments representatives, in writing and may designate himself/herself as a representative.

- ~~C. The president of the Macon County Firefighters Association, ex officio.~~
- ~~D. The Chief Investigator Coordinator of the Fire Investigation Support Team, ex officio.~~
- E. The Macon County Fire Marshal, ex officio
- F. The Macon County Emergency Management Director, ex officio
- G. The Macon County EMS Coordinator, ex officio
- H. The County Forest Ranger, ex officio
- ~~I. One(1) representative of the Macon County Sheriff's Department. The Sheriff shall appoint, in writing himself or another officer of his choosing.~~
- ~~J. One(1) representative of each non-recognized fire and rescue department operating in Macon County. The Chief thereof shall appoint, in writing, himself or another member of his choosing for the position.~~
- ~~K. The Administrative Assistant of Emergency Management Agency.~~

SECTION II – ORGANIZATION

- A. As soon as practical after the adoption of this resolution, The Board of Commissioners of Macon County shall designate its new **Liaison** to the Fire and Rescue Commission in January of each year.
- B. The Chairperson of the Commission shall be nominated and elected by a majority of the voting membership of the Macon County Fire and Rescue Commission. The Chairperson must be a representative from a voting department. An election will be held during the first meeting of each New Year, usually January.
- ~~C. The Emergency Management Coordinator shall serve as the Vice Chairperson and shall coordinate with the chairperson to accomplish the goals of the Commission.~~ **The Vice-Chairperson shall be nominated and elected by a majority of the voting membership of the Macon County Fire and Rescue Commission. The Chairperson must be a representative from a voting department. An election will be held during the first meeting of each New Year, usually January.**
- ~~D. The Administrative Assistant of the Emergency Management Agency shall serve as Secretary of the Macon County Fire and Rescue Commission and shall record the attendance and business of all meetings.~~ **The Secretary of the Macon County Fire and Rescue Commission is a position that can be held by any Firefighter or Board Member from a voting department. The Secretary shall be nominated and elected by a majority of the voting membership of the Macon County Fire and Rescue Commission. An election will be held during the first meeting of each New Year, usually January.**
- E. The Commission shall meet as often as necessary to accomplish its purposes; but shall meet no less often than quarterly. Special meetings may be called by the

Chairperson or the Vice-Chairperson by giving forty-eight (48) hours' notice to each member as to the date, time and place thereof.

- F. Any member who shall fail to attend three (3) consecutive meetings shall lose all rights of membership and the appointing organization shall provide for a new representative. The Macon County Board of Commissioners shall, at all times, be advised of any changes in membership by giving of written notice thereof to the Macon County Manager.

SECTION III. – DUTIES AND RESPONSIBILITIES

- A. Review the provisions and requirements of this Resolution for the purpose of recommending to the Board of County Commissioners, those amendments or changes which the Commission may deem advisable.
- B. Adopt such rules and regulations as the Commission shall deem necessary to carry out the provisions of this Resolution, subject, however to the approval of the Board of Commissioners for the County of Macon.
- C. Establish and/or cooperate in the establishment of adequate fire and rescue departments in Macon County to provide protection for all public and private property in Macon County and its citizens and visitors, in all areas of the County.
- D. Establish and cooperate in the establishment of improved and more efficient methods for the protection of life and property in rural Macon County and assist in providing a trained body of firefighters and rescue personnel to cooperate with the fire and rescue departments in the incorporated areas of Macon County in cases of emergency.
- E. From time to time, to review and in cooperation with the Fire Marshal, recommend to the Macon County Board of Commissioners suggestions for changes in policy or rules governing fire protection in Macon County, including the requirements for certified fire departments, the training of personnel, and the establishment and location of district boundaries for new departments.
- F. From time to time, to review and in cooperation with the Emergency Management ~~Coordinator~~ **Director**, recommend to the Macon County Board of Commissioners suggestions for changes in policy or rules governing rescue services in Macon County, including the requirements for certified rescue departments, the training of personnel, and the establishment and location of district boundaries for new departments.
- G. To establish and coordinate a fire prevention program, education, training activities, and in general, to develop and improve fire fighting, rescue, and fire prevention activities throughout the County.

- H. Investigate and review conditions of all Districts, whether existing or newly established, to insure that all properties throughout the County subject to assessment may enjoy the same level of protection and that the level thereof is adequate and beneficial to the persons and property within the County.
- I. Review budgets and make recommendations to the Board of Commissioners for the appropriation and use of monies to be utilized by the Departments charged with the duty of providing fire and rescue service throughout the County.
- J. To appoint such committees from amongst its membership, or from volunteers acting under its leadership and supervision, so as to accomplish the purposes of this Resolution, including but not limited to:
 - 1. Fire and Rescue Executive Committee
 - 2. Equipment Requirement Committee
 - 3. Rules and Regulations Committee
 - 4. Rescue Services Committee
- K. Ensure proper investigations of fires are conducted and provide or arrange for such to occur.

SECTION IV – CERTIFICATION OF DEPARTMENTS

- A. The Commission Shall, subject to the approval of the Board of Commissioners for the County of Macon, adopt such rules, regulations, and minimum standards as it shall deem advisable for the certification of fire and rescue departments within the County of Macon.
- B. In addition to meeting the standards adopted by the Fire and Rescue Commission, before certification, a fire and rescue department must:
 - 1. Be incorporated under the laws of the State of North Carolina, as a non-profit organization.
 - 2. Have an active membership and duly elected officers so as to adequately provide fire and rescue protection.
 - 3. Provide all members with appropriate identification indicating their official position with the department. No one other than an active or associate member of the Department in good standing shall have this identification in his or her possession.
 - 4. Have adequate equipment and maintain same in good condition and operative at all times.
 - 5. Have in effect such liability insurance on both its personnel and equipment as shall be sufficient to hold Macon County harmless from any liability for damages or claims resulting from the activities of its members or from the operation of its equipment. Must also carry Workman's Compensation Insurance on its active members.
 - 6. Have in effect an on-going and organized training program, so as to educate its membership in effective and approved rescue and fire fighting techniques and in safety to themselves and the public.
 - 7. Participate in an approved mutual aid agreement which, among other things, shall provide that the district of any department answering a call not be left unprotected.
 - 8. Have in effect satisfactory chains of command and responsibility.
 - 9. Have effective methods of adequate and accurate record keeping and filing of all reports.
 - 10. Have an approved budgetary and accounting procedure.

C. All applications for certification shall be made to the Commission, and upon application, the Commission shall make arrangements for immediate inspection of the Fire and Rescue Department's equipment, personnel, organization, and methods of operation and shall thereafter file a written report to the Board of Commissioners with a copy to the Department, indicating its approval or disapproval, in which event, the report shall contain a detailed explanation of all areas of deficiency.

D. When a fire and rescue department has met all requirements of the Insurance Services Office of North Carolina, for providing fire protection to a designated area, and has met all requirements of this Resolution, the Department shall be certified and the fire district shall be designated as a "recognized fire protection district" by the Board of Commissioners. The boundaries so approved shall be in compliance with the requirements of the Insurance Services Office of North Carolina for such districts.

- E. The Fire and Rescue Commission shall conduct or cause to be conducted inspections of each Fire and Rescue Department which shall become certified under this Resolution. There shall be at least one (1) annual inspection with such additional inspections as the Commission shall deem necessary. The Commission shall determine whether certified departments are continuing to meet the minimum standards for certification and shall report their findings, at least annually, to the Board of Commissioners.
- F. Any Department found deficient shall be given a written warning of all areas of deficiency. Should all deficiencies not be corrected within thirty (30) days after receipt of notice, the Department may lose its certification. Appeal from a decision of the Fire and Rescue Commission shall be to the Board of Commissioners for the County of Macon, by filing written notice of appeal with the County Manager, within thirty (30) days after written notice of decertification has been given to the Department.

SECTION V – AREA OF PROTECTION

The various fire and rescue districts in Macon County shall be determined by mutual consent of the affected fire and rescue departments, subject to approval by the Board of Commissioners after recommendation by the Fire and Rescue Commission and pursuant to all stipulations of N.C.G.S. Chapter 153A Article 16 "County Service District Act". If the boundaries cannot be determined by mutual consent, the districts will be set in accordance with N.C.G.S. Chapter 153A Article 16 "County Service District Act" by the Board of Commissioners after recommendation of the Fire and Rescue Commission.

SECTION VI – FINANCIAL ASPECTS

- A. Each fire and rescue department shall prepare an annual budget providing for the receipt and expenditure of all income and revenue. A copy of the budget shall be presented to the Emergency Services Director no later than April 15th of each year.
- B. Only a certified fire and rescue department within a recognized district shall be entitled to service fees levied by Macon County within any fire and rescue protection district.

- C. An accounting therefore of funds delivered to the fire and rescue department from Macon County shall be presented to the Emergency Services Director within 6 months of the end of the department's fiscal year. The County will not sign any financial notices or other financial related documents such as grant requests for any department until they have submitted such an accounting therefore to the Count for the previous fiscal year.

SECTION VII – FIRE AND RESCUE EXECUTIVE COMMITTEE

- A. The Chief of each Fire/Rescue Department shall serve on the Executive Committee.

Upon motion by Commissioner _____, and approved
_____, the foregoing resolution was adopted by the Macon
County Board of Commissioners at its regular meeting held on
the _____ day of _____.

This the _____ day of _____.

Chairman,
Macon County Board of Commissioners

Attest:

County Manager
Ex Officio Clerk to the Board
of County Commissioners



Public Records Request Process

Macon County is committed to making public records available to the public as promptly as possible, depending on the nature and scope of the request, staff resources available, and legally permissible for disclosure.

Public Records Request

For records held in offices by independent public officials and boards (Sheriff's Office, Register of Deeds, Board of Elections), requests should be made directly to those public officials. For most records held by departments that report to the County Manager, the point of contact will be the Human Resources Department.

Please note that a local government does not have a duty to create or compile a record that does not otherwise exist (NCGS §132-6.2(e)), and a number of records are not permitted to be inspected, including portions of an employee's personnel file (NCGS §153A-98), criminal investigation records (NCGS §132-1.4) and certain legal matters (NCGS §132-1.1). For more information on what records may be disclosed, see the Public Records Overview at https://www.sog.unc.edu/sites/default/files/course_materials/public_records_overview.pdf

Request Submission

Requests should include the following:

1. Date of request
2. Description of the record(s) requested
3. Title and name of the record requested, if known
4. Delivery method of record to requester

Submit written requests which include the above or the public records request form located on the Macon County website via email to publicrecords@jmaconnnc.org, in person, or by mail to:

Macon County Government
Public Records Request
5 West Main Street
Franklin, NC 28734

Fee Schedule

In accordance with NCGS 132-6.2 Macon County may assess fees for different media as prescribed by law. Such fees are limited to direct, chargeable costs (flash drive, paper copies, postage costs) related to the reproduction and delivery of a public record as published on the county's website. Fee estimates greater than \$25 may require a 75 percent deposit prior to the duplication of the record.

If a public records request were to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel involved. A special service charge may be assessed, which shall be reasonable based on the actual cost(s) incurred for the extensive use of information technology resources or the labor costs of personnel providing the services. The requester will have the option of paying the charge or revising the request to narrow the nature or scope of the request.

Payment must be made prior to the release of public documents. If payment has not been made within 30 days of when fees are incurred, the requester may not begin a new request until the amount has been paid in full. Advance payment in full may be required before work begins on a new request.

Macon County may require a requester to inspect the requested information onsite if deemed appropriate and necessary.

This process may be reviewed annually by the County Attorney and County Manager. The County Manager is given administrative authorization to implement this process to comply with NCGS 132 – Public Records, publish/update a fee schedule and to monitor compliance.

ADOPTED the 13th day of May, 2025.

Tammy Keezer, Deputy Clerk to the Board

Josh Young, Chairman



Public Records Request Fee Schedule

Photocopies – The actual costs of producing hard copy records generally produced two-sided when practicable. A two-sided copy will be charged as two pages, which includes the cost of the paper.

8 ½” x 11” single-sided black and white photocopy	= \$.05
8 ½” x 11” single-sided color photocopy	= \$.08

Certified Copies

\$5 for first page / \$2 for each additional page

Electronic Media provided by Macon County)

1 GB Flash Drive = \$3.00

2 GB Flash Drive = \$5.00

Adobe pdf files - no charge

Postage

Will be charged at rates set by the US Postal Service

Special Service Charge

If a public records request were to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel involved, a special service charge may be assessed, which shall be reasonable based on the actual cost(s) incurred for the extensive use of information technology resources or the labor costs or personnel providing the services. The requester will have the option of paying the charge or revising the request to narrow the nature or scope of the request.



MACON COUNTY

Public Records Request

publicrecords@maconnc.org

5 West Main Street, Franklin, NC 28734

Phone 828.349.2020

[Submit to ↑](#)

Public Records Request Form

*Required field

Request Date*

Requester Name

Mailing Address

Address

City

State

Zip

Telephone

Email Address

Request – Description – be specific*

Title of record requested (if known)

Date of record requested (if known)

Location of record requested (if known)

Public Record Delivery Method*

I want to inspect the record(s) – appointment required

I want a photocopy of the record(s)

I want an electronic copy of the record(s)

I want the record(s) mailed to:

I want the record(s) sent Email to:

Other:

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CONSENT AGENDA

MEETING DATE: MAY 13, 2025

Item 12A. Draft minutes from the April 8, 2025, regular meeting are attached for the board's review and approval. (Tammy Keezer)

Item 12B. Budget Amendments #285-287 are attached for your review and approval. (Lori Carpenter)

Item 12C. A copy of the Macon County Aeromodelers Agreement is included in your packet for approval. (Attorney Ridenour)

Item 12D. A copy of the fireworks permit, application, and supporting documents for an event that occurred on May 10, 2025, is included in your packet for review. Approval was received on April 30, 2025, from Commissioner Young, Commissioner Shields, Commissioner Shearl, and Commissioner Breeden due to the event occurring before this meeting. Approval to ratify the vote is needed.

Item 12E. A copy of the fireworks application and supporting documents is included in your packet for review. The event will be held at the Island on Nantahala Lake on June 28, 2025, with a rain date of June 29, 2025. The Fire Marshal has approved the documents. (Tammy Keezer)

Item 12F. A copy of the fireworks application and supporting documents is included in your packet for review. The event will be held at the Macon County Fair Grounds on July 4, 2025, with a rain date of July 5, 2025. The Fire Marshal has approved the documents. (Tammy Keezer)

Item 12G. A copy of the fireworks application and supporting documents is included in your packet for review. The event will be held at the Old Edwards Inn in Highlands on May 24, 2025. The Fire Marshal has approved the documents. (Tammy Keezer)

Item 12H. Tax releases for the month of April 2025 in the amount of \$2,101.51, per the attached memorandum from Tax Collections Supervisor Delena Raby.

Item 12I. A copy of the ad valorem tax collection report as of April 30, 2025. Report only. No action is necessary. (Delena Raby)



MACON COUNTY BOARD OF COMMISSIONERS
April 8, 2025
REGULAR MEETING MINUTES

Chairman Young called the meeting to order at 6:00 p.m. All Board Members, County Manager Warren Cabe, Deputy Clerk Tammy Keezer, Finance Director Lori Carpenter, and County Attorney Eric Ridenour were present, as were several county employees, media, and citizens.

ANNOUNCEMENTS:

(A) Mr. Cabe announced that the Army Corps of Engineers has contracted with some agencies to conduct storm debris clean-up on the local streams, and they will be working from the south side toward the north side of the county over the next couple of months.

(B) Mr. Cabe said he received notice from Manager Aimee Owens from the Town of Franklin that during the month of April, you will notice some blue lights at the gazebo on the square in observance of child abuse awareness.

MOMENT OF SILENCE: Chairman Young requested all in attendance rise, and a moment of silence was observed.

PLEDGE OF ALLEGIANCE: Led by Commissioner Shields, the pledge to the flag was recited.

PUBLIC HEARING(S): None

PUBLIC COMMENT PERIOD: **Janet Walker** introduced herself as the President of Franklin Amateur Swim Team (FAST) and treasurer of the Mountain Swim League which includes Franklin, Highlands, Sylva, Murphy, and Waynesville and said Macon County is the only place that does not have a covered pool that the swim teams can use and believes a covered pool is

beneficial. She stated that the swim team pays Franklin Health and Fitness Center over 7,600 dollars per year to be able to practice at their facility. Ms. Walker reported that they are having some health-related issues from using the pool at the Franklin Health and Fitness Center due to chemical levels in the pool. Commissioner Young encouraged her to attend a Recreation Commission meeting to further discuss this. **Maryann Ingram** expressed thanks for the improvements that the county made to Pine Grove School. **Kim Leister** spoke about the Library Board, saying the email that was sent to board members a couple of months ago has still not been addressed, and yet this person is still on the library board. **Betsy Baste** commented on the difference between listening and hearing and then spoke about the library board, reminding the board that at last month's meeting, she had asked board members to avoid taking a cookie-cutter approach to appointment library board members, but here we are with a cookie-cutter approach. Ms. Baste said she feels like whatever she speaks about this board does the opposite. She announced that on May 1st, from 1:00 p.m. to 3:00 p.m., there will be a Unity and Community Group meeting held at the Carpenter Building, where community members meet to talk about things that are uncomfortable. She said the group meets every month and invited board members to come and hear what other citizens have to say.

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

- To add Item H under Consent Agenda, Firework Permit for April 26th and 27th at the Old Edwards Inn in Highlands, per Ms. Keezer
- To remove Item H under Old Business, Discussion regarding Panther Drive and Porter Street intersection redesign, per Mr. Cabe

REPORTS/PRESENTATIONS: None

OLD BUSINESS:

- (A) UPDATE ON HIGHLANDS SCHOOL PROJECT** - Caitlin Jones from Vannoy Construction reported the project is on schedule, footings are in, and steel is being erected on the addition, and renovations for the existing middle school have started as well. She said the project is tracking on budget or under budget and announced they would be having a BBQ lunch on May 23rd for board members to come and see the progress made. No action.

(B) UPDATE ON MACON COUNTY RECREATION PARK PICKLEBALL COURTS AND APPROVAL OF BID PACKAGE FOR PHASE IA OF THE RECREATION MASTER PLAN – Kurtiss Durrant recapped that the last time they presented, they had a design that was shovel-ready, but they redesigned the concept based on feedback from the board. He presented and explained the new schematic design, and after some questions and discussion, Mr. Cabe indicated that if the design was approved tonight, there would be some additional design costs associated with this second design. He said that the proposal would need to be approved at the next meeting, and then the project could go out for bid. Commissioner Shearl said he did not feel that we were completely at fault for having to have a second design. Mr. Cabe said he and Attorney Ridenour can look at the contract and determine that. Commissioner Shearl said that the original design was not what we asked for, which is what led to the need for the second design. Commissioner Shearl made a motion, seconded by Commissioner Breeden, to approve the design as presented. The vote was unanimous.

(C) DISCUSSION AND APPROVAL OF BID PACKAGE FOR MACON COUNTY RECREATION PARK TENNIS COURTS – Parks and Recreation Director Seth Adams thanked the board for making improvements to the park. He said that in pursuing the plan for the racquetball courts, the decision was made to keep the tennis courts where they are currently and make some improvements to them. Mr. Adams said that since the courts are used by Franklin High School, the timing of the refurbishment of the courts was important. He indicated that the project went out to bid, shared details of the project, and reported the results of the bids. Mr. Adams said he would like to start construction in May so it can be completed in time for the teams to start practice in August, since the refurbishment will involve the removal of the existing courts and the replacement of courts in the existing area from ground level up. Commissioner Shearl made a motion, seconded by Commissioner Antoine to approve Signature Tennis Courts, Incorporated in the amount of 373,200 dollars with a ten percent contingency in the amount of 37,320 dollars at 10% for a total of 410,520 dollars and budget amendment from General Fund Contingency with Project Manager Jack Morgan and Planning Permitting and Development Director Joe Allen reviewing the permitting and serving as the general contractors. The vote was unanimous.

(D) UPDATE ON MACON COUNTY PUBLIC LIBRARY PROJECT – Project Coordinator Joe Allen said the porte-cochere is eighty percent complete. He explained the details and completion timeline of the project. Mr. Allen said there are some additional costs that will be incurred due to unforeseen issues with the exterior wall of the library, including the replacement of the siding. Commissioner Breeden made a motion, seconded by Commissioner Shearl, for a change order in the amount of 43,610 dollars for Wind River Construction

and 1,500 dollars for Looper Architecture, for a total of 45,110 dollars, as well as a budget amendment from general fund contingency for this project. The vote was unanimous.

(E) DISCUSSION REGARDING MACON COUNTY ANIMAL SERVICES SYSTEM SUMMARY AND RECOMMENDATIONS - Mr. Cabe reviewed the three recommended options that were included in the report that was presented at the March 11, 2025, meeting. Commissioner Shields made a motion, seconded by Commissioner Breeden, for Mr. Cabe to pursue option three, which was to advertise and see if an outside agency could manage the shelter as part of the upcoming budget process. The vote was unanimous.

(F) UPDATE ON COWEE SCHOOL – Mr. Cabe stated that the current lease expires on April 19th, and we need to sign a new one-year lease and explained the terms of the lease. Commissioner Breeden made a motion, seconded by Commissioner Antoine, to approve the lease as presented for one year. The vote was unanimous.

(G) UPDATE AND DISCUSSION REGARDING UPSET BID PROCESS FOR OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT 651 EAST MAIN STREET – Attorney Ridenour reported that no bids were received during the upset bid period and that the board would need to either accept or decline the bid that has been made in the amount of 175,000 dollars. Following a brief discussion, Commissioner Shearl made a motion, seconded by Commissioner Breeden, to accept the offer. The vote was unanimous.

(H) Discussion Regarding Panther Drive and Porter Street Intersection Redesign – Removed.

NEW BUSINESS:

(A) APPROVAL OF PROCLAMATION DECLARING APRIL 2025 AS NATIONAL COUNTY GOVERNMENT MONTH – Mr. Cabe read the proclamation into the record, a copy of which can be obtained in the office of the Clerk to the Board. Commissioner Antoine made a motion, seconded by Commissioner Shields, to approve the proclamation as requested. The vote was unanimous.

(B) DISCUSSION AND APPROVAL OF PART F GRANT APPLICATION - Mr. Adams explained the plans approved by the Recreation Commission to include a walking bridge to connect the parking lot to the new pickleball facility, a new amphitheater, a covered multi-court, and a bathroom facility totaling 1.4 million dollars. He said the grant will require a one-to-one match up to 500,000 dollars and the county would cover the remaining cost of 400,000 dollars for a total county contribution of 900,000, and requested approval to

move forward with submission of the grant application. Mr. Adams said Southwestern Commission is assisting with writing the grant and the grant is due May 1st with the award at the end of August. Commissioner Antoine made a motion, seconded by Commissioner Shearl, to approve the application with the match as requested. The vote was unanimous.

(C) DISCUSSION REGARDING COMMUNITY FUNDING POOL – Mr. Cabe reviewed the funding allocation of 75,000 dollars that is in the budget, the committee review and recommendation process, and the distribution of funds. He said the committee members have a three-year term and all of the terms have currently ended. Mr. Cabe requested approval to advertise vacancies and follow the regular process for appointing members. He shared the designated committee member requirements as stated in previous minutes and resolutions and said some of the agency no longer exist and it is unclear how the board is to proceed. Mr. Cabe said if the board was to reestablish this committee he requests the applicants declare what organization they represent on the application form and then the board make a decision of who they want to appoint. He said the board does not have to have this committee to distribute these funds and could decide not to distribute the funds, or could decide to distribute the funds as individual organizations come before the board with their request. After some discussion, Commissioner Shields made a motion, seconded by Commissioner Antoine, to reestablish the committee under Mr. Cabe's guidance. The vote was 4-1 with Commissioner Shields, Commissioner Antoine, Commissioner Young, and Commissioner Breeden voting in favor of the motion, and Commissioner Shearl opposed.

(D) DISCUSSION AND APPROVAL OF REAPPOINTMENT OF COUNTY ATTORNEY ERIC RIDENOUR – Mr. Cabe stated that Attorney Ridenour was originally appointed in 2021 for a 4-year term and the contract was amended some time ago, but Attorney Ridenour felt that since it has been four years since the board had an opportunity to review or amend the contract and since the board had recently conduct his evaluation, that a renewal was warranted. Mr. Cabe said the terms of contract are the same as the previous contract. Commissioner Shearl made a motion, seconded by Commissioner Shields, to approve the contract and reappoint Attorney Eric Ridenour for a 4-year term. The vote was unanimous.

(E) CONSIDERATION AND APPROVAL OF RESOLUTION EXEMPTING ARCHITECTURAL SERVICES FOR THE SOLID WASTE RECOVERY BUILDING FROM THE PROVISIONS OF ARTICLE 3D OF CHAPTER 143 OF THE NORTH CAROLINA GENERAL STATUTES - Mr. Cabe reminded the board that there was a fire a couple of years ago that impacted the recovery building and that Macon County had received an insurance settlement on the building, and those funds are budgeted. He said architectural services are

needed to determine how to approach the repair or rebuild of the facility and recommended Looper Architectural Services who is currently working on other projects for us. Commissioner Breeden made a motion, seconded by Commissioner Antoine, to approve the resolution as requested. The vote was unanimous.

CONSENT AGENDA: Upon a motion by Commissioner Breeden, seconded by Commissioner Antoine, the board voted unanimously to approve the consent agenda as presented which includes: (A) Minutes of the March 11, 2025 regular meeting, (B) Budget Amendments #235-241, (C) FY 2024-2025 Distribution Request – Public School Building Capital Fund – North Carolina Education Lottery, (D) Capital Project Ordinance Amendment – Airport State Grant (E) Capital Project Ordinance – Airport Infrastructure Grants, (F) Tax releases for the month of March 2025 in the amount of \$1,190.09, (G) Monthly ad valorem tax collection report for which no action is necessary.

APPOINTMENTS:

(A) Board of Health (1 seat) – Commissioner Shields made a motion, seconded by Commissioner Young, to approve the appointment of Courtney Patrick as requested. The vote was unanimous.

CLOSED SESSION: At 7:36 p.m., upon a motion by Commissioner Shearl, seconded by Commissioner Shields, the board voted unanimously to go into closed session as allowed under NCGS 143-318.11(a)(3) to consult with an attorney about possible legal action. At 8:13 p.m., upon a motion by Commissioner Young, seconded by Commissioner Shearl, the board voted unanimously to come out of closed session and return to open session.

ADJOURN: With no other business, at 8:14 p.m., upon a motion from Commissioner Breeden, seconded by Commissioner Antoine, the board voted unanimously to adjourn.

Warren Cabe
Ex Officio Clerk to the Board

Josh Young
Board Chair

CLERK

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 286

FROM: M. CHRIS STAHL

DEPARTMENT: SOLID WASTE

EXPLANATION: 1. MOVING MONEY TO COVER COST OF PURCHASING A CAB (TRUCK) TO MOVE THE TRASH FROM BALER TO LANDFILL. MONEY COMES FROM SURPLUS SALES OF LANDFILL EQUIPMENT ON GOV.DEALS

[illegible]

REQUESTED BY DEPARTMENT HEAD

RECOMMENDED BY FINANCE OFFICER _____

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED AND ENTERED ON MINUTES DATED

CLERK

AMENDMENT

DEPARTMENT

VETERANS

EXPLANATION

NCDMVA GRANT PROGRAM FOR COUNTY VETERANS OFFICES (GPCVO)

CONTRACT # 2025-0048

REQUESTED BY DEPARTMENT HEAD

Leish Tabor

RECOMMENDED BY FINANCE OFFICER

John Capito

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

5/13/2025

APPROVED & ENTERED ON MINUTES DATED

CLERK

MACON COUNTY
NORTH CAROLINA

LICENSE AGREEMENT

THIS AGREEMENT, is made and entered into as of the ____ day of May, 2025, by and between MACON COUNTY, a body politic and political subdivision of the State of North Carolina, hereinafter referred to as ("County"), TOWN OF FRANKLIN, a North Carolina corporate municipality, hereinafter referred to as ("Town") and FRANKLIN R/C Flyers*#4643, a charter club of the Academy of Model Aeronautics, Inc., c/o Dave Habermehl, 3415 Highlands Road, Franklin, NC 28734, hereinafter referred to as ("Licensee").

WITNESSETH:

WHEREAS, Town is the owner of the lands known as the old Town of Franklin Landfill, a 29.7 +/- acre tract of land lying and being in Franklin Township, Macon County, North Carolina, bearing PIN 6595-69-3836, and more particularly described in Book C-10, Page 37 of the Macon County Public Registry; and

WHEREAS, said property previously served as a Macon County Landfill, was permitted by the State of North Carolina under Permit No. 57-01, and the County holds the closure permit from the North Carolina Department of Environment and Natural Resources, Division of Waste Management; and

WHEREAS, the state of North Carolina Department of Environment and Natural Resources, Division of Waste Management previously approved the use of the subject property as an airfield for model airplanes, so long as such use does not violate any post closure conditions imposed by the Division of Waste Management thereon; and

WHEREAS, the property was filled and covered pursuant to the requirements of the Division of Waste Management and is in such a condition as will allow its use as an Aero Modelers Airport; and

WHEREAS, Licensee has requested permission to use said property as an airport for its members and for the attending public, and has indicated its willingness to abide by such terms and conditions as are imposed upon said use by Town of Franklin and Macon County, and by the Division of Waste Management as aforesaid,

NOW THEREFORE, for and in consideration of the premises and the further sum of One Dollar this day paid by Licensee, the receipt of which is hereby acknowledged by the Town and County, the parties hereto do hereby agree that Licensee shall have the right to use the said property hereinafter described as an aero modelers airport and for all purposes associated therewith, but on the following terms and conditions, which said terms and conditions are expressly agreed and consented to by Licensee:

1. The term of this License Agreement is from July 1, 2025 to June 30, 2030, and may be extended for four additional one-year periods.
2. The property subject to the terms of this License Agreement is the old Town of Franklin Landfill, a 29.7 +/- acre tract of land lying and being in Franklin Township, Macon County, North Carolina, bearing PIN 6595-69-3836 and more particularly described in Book C-10, Page 37 of the Macon County Public Registry. The property is further identified on the site plan made by McGill & Associates Engineering entitled "Landfill Cap Repair and Reuse Plan, Franklin Landfill, Macon County, North Carolina" under date of June, 1999, Job No. 93141.001 (hereinafter "the premises"), a copy of which is on file with the Macon County Solid Waste Director.
3. Licensee's use of the Premises shall be subject to and in conformity with all of the regulations and requirements established by the North Carolina Department of Environment and Natural Resources, Division of Waste Management, and in accordance with any further terms or conditions established by the Macon County Solid Waste Director, which terms may be amended from time to time. Further, Licensee specifically acknowledges that it has been made aware of the post-closure conditions imposed by the Division of Waste Management and represents that it understands said terms and conditions, which are incorporated herein as if fully set forth.
4. Licensee represents that it is a member of good standing at the Academy of Model Aeronautics, Inc., and shall maintain its approved status as a charter club member of the Academy of Model Aeronautics, Inc. throughout the term of this License Agreement and any extensions thereof.
5. The Premises subject to this License Agreement may be used only by a member of the Licensee and its guests and invitees.
6. Only Licensee's members may be allowed upon and permitted to use the runway portion of the Licensed Premises. Guests and invitees may be permitted upon the adjacent grass areas only. Licensee is solely responsible for the safety, health and welfare of its members, guests, and invitees while they are allowed upon and/or permitted to use the Premises.
7. Licensee shall maintain a padlock which is interconnected to the County's lock on the gate to the Premises. At no time shall the gate be left open or unlocked unless a current member or Licensee is present on the Premises.
8. The Premises shall not be used for aeromodelling purposes unless there are a least two (2) current members of Licensee personally present.

9. Vehicular traffic, other than aeromodeler planes, shall be permitted only on the existing entrance road and the gravel parking area which is presently in existence upon the Premises and as is shown on the site plan hereinafter referenced, a copy of which has been made available to Licensee.
10. Licensee acknowledges that the Premises has previously been utilized as a landfill site and that methane gas is being generated from the decomposition of buried waste at the site. Licensee shall not permit smoking of any sort or any form of fire present at the site. Further, Licensee hereby declares and represents that it has considered and understands the risks of using the Premises and agrees to assume those risks of injury, illness, death, or disability that may occur from its use of the Premises. Licensee further declares that the terms of the aforesaid release and assumption of risk is contracted and not a mere recital.
11. Licensee shall maintain the licensed Premises in its entirety, including the cutting of grass, maintenance of the road and parking area, including addition of gravel when necessary.
12. County reserves the right to maintain other portions of the landfill site in accordance with the requirements of the North Carolina Division of Solid Waste Management.
13. Licensee shall not make any improvements to the Premises without obtaining prior written approval, which specifically describes the proposed improvements from the Macon County Solid Waste Director and from the Town of Franklin. In no event shall any improvements be anchored to the ground so that the surface of the cover is penetrated.
14. Licensee shall and does hereby agree to indemnify and hold harmless the County, its employees, officers, and officials and Town, its employees, officers, and officials from any and all claims, actions, causes of action, demands, rights, losses, liability, damage, costs, or expenses which might arise by virtue of the Premises by Licensee. This indemnification shall survive the term of this Agreement.
15. Licensee shall carry liability insurance with limits \$2,500,000.00 for each occurrence and \$5,000,000.00 aggregate for general liability insurance and premises, operations, products, completed operations, and personal injury insurance. Town and County shall be named as additional insureds in connection with all/such insurance and shall be notified in writing no less than thirty (30) days prior to the cancellation of any insurance.
16. Town and/or County reserves the right to terminate this agreement for any cause or without cause upon thirty (30) days written notice to Licensee, at the address set forth.

17. This License Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justic in the County of Macon and the State of North Carolina.

18. Licensee shall not assign its interest in this Agreement without the prior written consent of the County.

19. This License Agreement shall constitute the entire understanding between the Town, County, and Licensee and shall supersede all prior understandings and agreements relative to the subject matter hereof and may be amended only by written mutual agreement of parties.

IN WITNESS WHEREOF, the parties hereto have executed and attested this Agreement by their officers thereunto duly authorized as of the day and year first written above.

This the ____ day of April, 2025.

Macon County

By: Joshua Young,
Chairman of the Commissioners

Attest:

Janice Ross, Clerk to the Board

Town of Franklin

By: C. Jack Horton, Mayor

Attest:

Nicole Bradley, Town Clerk

Franklin R/C Flyers */4643

By: Dave Habermehl,
Authorized Representative

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

1. Display Operator/Applicant's full name and address: Parties by Design
4438 Whitby Lne Charlotte, NC 28211
2. Has the Display Operator/Applicant been issued a display operator license under N.C. Gen. Stat. § 58-82A-3 and does the same remain in effect? yes. Attach copy.
3. Place of proposed public exhibition: 336 Arnold Road Highlands, NC
4. Will the exhibition be indoor? yes and exit. If so, additional rules apply.
5. Will the proposed exhibition be in connection with concerts or public exhibitions, such as fairs, carnivals, shows of all descriptions and/or public celebrations? no. If so, which:

6. Will the proposed exhibition be used for any other purpose? yes. If so, what? wedding reception
7. Does the Display Operator/Applicant have insurance in the amount of at least five hundred thousand dollars (\$500,000) or the minimum amount required by the North Carolina Building Code pursuant to N.C. Gen. Stat. § 143-138(e), whichever is greater? yes
Attach full copy of the same.
8. The names of all Individual(s) who are to exhibit, use, handle or discharge pyrotechnics in connection with the concert or public exhibit: Matt Getz. Bill Brown
9. Have all persons identified in #8 above completed training and licensing required under Article 82A of Chapter 58 of the North Carolina General Statutes? yes
10. Will the display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, be present at the concert or public exhibition? yes
11. Will the display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, personally direct all aspects of exhibiting, using, handling, or discharging the pyrotechnics? yes
12. Does Display Operator/Applicant have all necessary permissions from the property owner of the lands where the display will take place? yes

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

This the 28 day of 4, 2025.



Display Operator/Applicant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPOINT BLVD., #101 PETALUMA CA 94954	CONTACT NAME: PHONE (A/C, No. Ext): 415-475-4300 FAX (A/C, No): 415-475-4303 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyd's, London NAIC # AA-1128623
INSURED 4438 Whitby Lane Charlotte NC 28211	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** BL-004170**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PY/24-0202	10/09/2024	10/09/2025	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ \$1,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by a State insurance guaranty or solvency fund.	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Old Edwards Inn Lauryn Prattes Events are Additional Insured as respects the SPFX fireworks display(s) on 05/10/2025 to 05/11/2025 located at 336 Arnold rd, Highlands, NC 28471. This policy provides a two-year extended reporting period from the date of the display. 30-day notice of cancellation and a 10-day notice for non-payment applies.

CERTIFICATE HOLDER**CANCELLATION**6829 Flat Creek dr
Charlotte NC 28277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the "Insurer" or the "Underwriters"
This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) is an additional insured pursuant to Section III. e), but only as respects the specific Display or Special Effects listed on the attached Certificate of Insurance:

Name of Person or Organization (Additional Insured):

Old Edwards Inn
Lauryn Prattes Events

6829 Flat Creek dr. Charlotte. NC 28277

05/10/2025 to 05/11/2025

Any coverage afforded to any above person or entity as an Additional Insured shall apply only with respect to **Bodily Injury** or **Property Damage** directly resulting from (1) the **Named Insured's** ongoing operations performed for such specific person and entity; or (2) acts or omissions of the Additional Insured in connection with their general supervisions of the **Named Insured's** ongoing operations. Coverage for such person or entity as an Additional Insured does not apply to:

- (i) **Personal Injury and Advertising Injury Liability;**
- (ii) Fire Legal Liability;
- (iii) Employee Benefits Liability;
- (iv) **Bodily Injury or Property Damage** which the person or entity is obligated to pay as damages by reason of the assumption of liability under a contract or agreement but this shall not apply to liability for damages the person or entity would have in the absence of the contract or agreement;
- (v) **Property Damage** to: (1) property owned, used or occupied by or rented to such person or entity; (2) property in the care custody, or control of such person or entity or over which such person or entity is for any purpose exercising physical control; or (3) any work, including materials, parts or equipment furnished in connection with such work, which is performed for the person or entity by or on behalf of the **Named Insured**.
- (vi) **Products-Completed Operations Hazards;**
- (vii) Any obligation assumed by the Additional Insured in any contract related to the Display or Special Effects listed in the attached Certificate of Insurance.
- (viii) Such other **Claims, Accidents**, offenses, damages and/or liabilities which may be excluded pursuant to Section V. Exclusions of the Policy.

All other terms, exclusions and conditions of this Policy remain unchanged.

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	1-NC-119-50-6G-00899
Chief, Federal Explosives Licensing Center (FELC)	<i>Mama Howard</i>	Expiration Date	July 1, 2026
Name BROWN, WILLIAM DEWITT			

Premises Address (Changes? Notify the FELC at least 10 days before the move.) 4438 WHITBY LANE CHARLOTTE, NC 28211-

Type of License or Permit 50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)
**BROWN, WILLIAM DEWITT
4438 WHITBY LANE
CHARLOTTE, NC 28211-**

Licensee/Permittee Responsible Person Signature	Position/Title
Printed Name	Date

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete BROWN, WILLIAM DEWITT/4438 WHITBY LANE/28211-1-NC-119-50-6G-00899/July 1, 2026/50-MANUFACTURER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

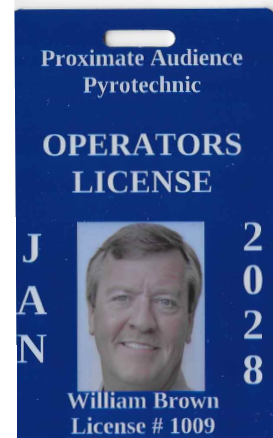
Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name: BROWN, WILLIAM DEWITT	
Business Name:	
License/Permit Number: 1-NC-119-50-6G-00899	
License/Permit Type: 50-MANUFACTURER OF EXPLOSIVES	
Expiration:	July 1, 2026
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	



STATE OF NORTH CAROLINA
COUNTY OF MACON

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

The Macon County Board of Commissioners do hereby issue this permit for Display Operator/Applicant Parties by Design, who holds a display operator license under N.C. Gen. Stat. § 58-82A-3, to exhibit, use, and/or discharge pyrotechnics on May 10, 2025, at a concert or public exhibition, at 336 Arnold Road, Highlands, NC Macon County, North Carolina, in accordance with North Carolina law and for no other purpose, **BUT SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

1. Display Operator/Applicant has at the time of issuance of this permit and shall have as of and during the time of the permitted exhibition, use and/or discharge of pyrotechnics hereunder been duly issued and holds a valid display operator license under N.C. Gen. Stat. § 58-82A-3.
2. The proposed exhibition shall only be in connection with concerts or public exhibitions, such as fairs, carnivals, shows of all descriptions and/or public celebrations.
3. The proposed exhibition shall not be used for any other purpose.
4. The permitted Display Operator/Applicant shall have in effect insurance in the amount of at least five hundred thousand dollars (\$500,000) or the minimum amount required by the North Carolina Building Code pursuant to N.C. Gen. Stat. § 143-138(e), **whichever is greater**, at the time of this issuance of this permit as well as at the time of the permitted exhibition, use and/or discharge and all times during the same.
5. That only the following Individual(s) shall be allowed to exhibit, use or discharge pyrotechnics in connection with the concert or public exhibit: Matt Getz and Bill Brown and each of such individuals must have completed all training and licensing required under Article 82A of Chapter 58 of the North Carolina General Statutes.
6. The permitted display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, shall be present at the concert or public exhibition.
7. The display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, shall personally direct all aspects of exhibiting, using, handling, or discharging the pyrotechnics.
8. The Display Operator/Applicant shall have all necessary permissions from the property owner of the lands where the display will take place

This the 30th day of April, 2025.

Macon County Board of Commissioners

By: 

Chairman

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

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

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

This the 18th day of April, 2025.

William Bateman
Display Operator/Applicant

Holder's Full Name: William Ray Bateman

Business Name: Zambelli Fireworks

Government ID By: North Carolina

Government ID Type: Driver License

ID Number: *****7110



License Number: 1583

License Type: 1.3G Pyrotechnic

License Level: Operator

License Status: Valid

Expiration Date: 06/30/2025

Holder's Full Name: Gary Ray Frazier

Business Name: Zambelli Fireworks

Government ID By: North Carolina

Government ID Type: Driver License

ID Number: ***1745

License Number: 1587

License Type: 1.3G Pyrotechnic

License Level: Operator

License Status: Valid

Expiration Date: 06/30/2025



Holder's Full Name: Paul Edward Earwood

Business Name: Zambelli Fireworks

Government ID By: North Carolina

Government ID Type: Driver License

ID Number: *****5416



License Number: 1586

License Type: 1.3G Pyrotechnic

License Level: Operator

License Status: Valid

Expiration Date: 06/30/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C No, Ext): 216-658-7100 FAX (A/C No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com
INSURED Zambelli Fireworks Mfg. Co. 280 Executive Dr. Ste 200 Cranberry Township PA 16066	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Denali Insurance Company INSURER B: Axis Surplus Lines Insurance Co. INSURER C: Everest Indemnity Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 896682393**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GCI0010151-251	2/1/2025	2/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			GCD0010065-251	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			P-001-000791202-04	2/1/2025	2/1/2026	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2			GCI0010152-251	2/1/2025	2/1/2026	Each Occ Aggregate \$5,000,000 Total Combined Excess \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Date of Display: June 28, 2025 Rain Date: July 5, 2025 C# 521300

Location: Wayah Road - Nantahala Lake

Additional Insureds: Nantahala Volunteer Fire & Rescue, Inc.; Richard Jones (Property Owner); Franklin Area Chamber of Commerce; Franklin Tourism Development Committee; State of North Carolina - ATIMA.

CERTIFICATE HOLDER**CANCELLATION**Nantahala Volunteer Fire & Rescue, Inc.
19036 Wayah Road
Topton NC 28721

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.


IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Graham Company, a Marsh & McLennan Agency, LLC company 30 S 15th Street, 20th Floor Philadelphia PA 19102	CONTACT NAME: Liv Tumolo	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Zambelli Fireworks Manufacturing Co. 280 Executive Dr Ste 100 Cranberry Township PA 16066-6448	E-MAIL ADDRESS: liv.tumolo@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: PinnaclePoint Insurance Company	
	INSURER B: Argonaut Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES	CERTIFICATE NUMBER: 1525125635	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	WCP7001893. ARGWC929198697544	2/1/2025 2/1/2025	2/1/2026 2/1/2026	X PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project#/ Reference: C# 521300
Display Date: June 28, 2025
Rain Date: July 5, 2025

CERTIFICATE HOLDER Nantahala Volunteer Fire & Rescue, Inc 19036 Wayah Road Topton NC 28721	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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TOWN OF FRANKLIN

Post Office Box 1479
Franklin, North Carolina 28744
(828) 524-2516

May 6, 2025

Mr. Joe Allen, Planning Director
Macon County
1834 Lakeside Drive
Franklin, NC 28734

Mr. Allen,

The Town Council voted at their May 5, 2025 meeting to approve a fireworks show on July 4, 2025 to be held at the Macon County Fair Grounds. The Fair Grounds Board has approved the location. Included is the contract for the fireworks vendor – Munnerlyn Pyrotechnics, as well as their required information for permitting. Please forward to the Macon County Board of County Commissioners for approval at the next appropriate meeting.

If you need anything further, please let me know. We look forward to working with you.

Respectfully,

Amanda W. Owens
Town Manager

Cc: Town Council
John Henning Jr., Town Attorney
Ben Ormond, Franklin Fire Chief
Devin Holland, Franklin Police Chief
Warren Cable, Macon County Manager

STATE OF NORTH CAROLINA
COUNTY OF MACON

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

- Johnathan Zaffuto
1. Display Operator/Applicant's full name and address: 221 Westview St. Rutherfordton NC 28139 and Back up operator TBD).
 2. Has the Display Operator/Applicant been issued a display operator license under N.C. Gen. Stat. § 58-82A-3 and does the same remain in effect? YES. Attach copy.
 3. Place of proposed public exhibition: 1436 Georgia Rd, Franklin, NC 28734.
 4. Will the exhibition be indoor? NO. If so, additional rules apply.
 5. Will the proposed exhibition be in connection with concerts or public exhibitions, such as fairs, carnivals, shows of all descriptions and/or public celebrations? YES. If so, which: July 4th Independence Day Celebration.
 6. Will the proposed exhibition be used for any other purpose? NO. If so, what? _____.
 7. Does the Display Operator/Applicant have insurance in the amount of at least five hundred thousand dollars (\$500,000) or the minimum amount required by the North Carolina Building Code pursuant to N.C. Gen. Stat. § 143-138(e), whichever is greater? YES. Attach full copy of the same.
 8. The names of all Individual(s) who are to exhibit, use, handle or discharge pyrotechnics in connection with the concert or public exhibit: Brent Munnerlyn, Josier Oquendo, Jeremiah Brydon Timothy Brown, additional assistants may be added later.
 9. Have all persons identified in #8 above completed training and licensing required under Article 82A of Chapter 58 of the North Carolina General Statutes? YES.
 10. Will the display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, be present at the concert or public exhibition? YES.
 11. Will the display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, personally direct all aspects of exhibiting, using, handling, or discharging the pyrotechnics? YES.
 12. Does Display Operator/Applicant have all necessary permissions from the property owner of the lands where the display will take place? YES.

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

This the 22nd day of April, 2025.

Lindsey R. Davis

Display Operator/Applicant



Contract for Display of Fireworks

This contract for the display of Fireworks by Munnerlyn Pyrotechnics, (herein "Display Operator") to be provided to the **Town of Franklin (NC)** on **07/04/2025**. The parties agree to the following:

Recitals

WHEREAS the Display Operator is a for profit entity organized under the laws of the State of South Carolina; and,

WHEREAS Clients are **Town of Franklin (NC)**, organized under the laws of the **State of North Carolina** ; and,

WHEREAS Display Operator maintains its offices 924 Holder Rd. Batesburg, SC 29006; and,

WHEREAS the Display Operator desires to provide a display of **Fireworks** for Client to be held the day of **07/04/2025**.

Terms and Conditions

I. Definitions

FIREWORKS DISPLAY: Shall mean an entertainment feature(s) where the public or a private group is admitted or permitted to view the display or discharge of either display fireworks, consumer fireworks, proximate or theatrical fireworks or any combination thereof.

SET UP OF DISPLAY: Shall mean the provision of all equipment necessary to perform the fireworks display based upon the type and number of fireworks to be used and if any choreography. Said equipment may, but not necessarily include, mortars, mortar racks, electric firing systems, any and all cabling for said system, lighting, trucks/vehicles and music. It specifically excludes sound systems unless agreed upon in Section II(2).

TEAR DOWN OF DISPLAY: Shall mean the removal of all equipment that was "Set Up", as defined above, by the Display Operator. This includes a search of the fall out area of any "dud" fireworks and the removal of said duds.

CLEAN UP OF DISPLAY: Shall mean the removal of paper, cardboard, debris and other fireworks refuse located in, on or about the discharged site. **It does NOT include any areas that were open, accessible or occupied by the public and/or spectators or the fallout area.**

FIREWORKS DISPLAY SITE SECURITY: Shall mean the areas that include the fireworks discharge location, the designated fallout area, separation distance, all as defined in this section.

DISCHARGE SITE: Shall mean the area immediately surrounding the fireworks mortars, multi-shot cakes or other firework items to be used in the fireworks display.

FALLOUT AREA: Shall mean the designated area in which debris is intended to fall after a firework device is fired.

RAIN DATE: Shall mean an agreed alternative date for the fireworks display to be conducted due to unsafe, as determined by Display Operator, weather conditions. **TBD**

SEPARATION DISTANCE: Shall mean the distance from the fireworks mortars, multi-shot cakes or firework items to the spectator area.

VENUE: Shall mean the location, place, locale, or site of the display.

II. Fireworks; Fog; Cryo Display

1) Display operator agrees to provide a **Firework** display as per the proposal submitted to the Client on the date of **07/04/2025**. or the rain date as the parties agree.

III. Display Operator Duties and Responsibilities:

1) Maintain a certificate of insurance in the amount of \$5,000,000.00 for the display.

a) The Client shall be listed as an additional insured.

b) The fireworks display venue shall also be listed as an additional insured.

c) The insurance certificate shall be maintained by the Display Operator and will make it available to the Client upon request.

d) The certificate of insurance shall only be for any incident or liability caused by the Display Operator that is directly related to the set up, storage, discharge or clean up of the fireworks used in the fireworks display.

2) The Display Operator agrees to provide the following initialed services under this Contract:

☒ set up of Firework Display /Cryo/Fog display;

☒ tear down of Firework Display/Cryo/Fog display

☐ choreography for fireworks display

☐ clean up of fireworks display

-clean up shall be completed by midnight for each shoot.

☐ provision of security for fireworks display site for spectators

☐ provision of audio/sound system

☒ obtain fireworks display permit or other required government authorization to conduct the fireworks display

If a specific service is not marked, it will not be provided by the Display Operator.

3) Should the Display Operator wish to leave live material at the display site overnight or during setup, any required security to protect and preserve the fireworks and the area immediately surrounding the location where the fireworks display set up and all related costs for said security shall be the responsibility of the Display Operator.

4) It is understood and acceptable by both parties that the industry standard of no more than 2% of the total number of fireworks shells utilized in a display may not fire or be used in the display for whatever reason and those unused shells shall not reduce the contract price of the show.

5) In the event of a rain delay or discontinuation of the show, the client will be responsible for any incurred costs. No additional cost other than the deposit will be incurred if the show is delayed with a 96 hour notice and rescheduled for a future date within the 2025 calendar year. If canceled after 96 hours, but before the day of shoot, then the client will only incur any expenses incurred by the display operator for show preparation to include permit fees and transportation costs. If the show is delayed after setup has begun or is complete, then the client will have to pay for laborers (Not to exceed \$25 per hour per person on-site) until the show can be shot the following day. If the show is delayed and ultimately not shot, the client is responsible for paying the remaining amount that was originally agreed upon at contract execution. (*Special Note* For safety reasons, once shells have been dropped it is unsafe to remove them from the tubes. For this reason, if the shells are dropped they will be shot within 24 hours regardless of weather conditions)

IV. Client Duties and Responsibilities:

1) In consideration of the fully adhered to and completed above stated conditions, the Client agrees to pay the Display Operator the sum of \$25,250.00 (\$25,000 Show Cost + \$250.00 Permit Fee) for a display to be performed on, 07/04/2025. upon completion of display unless otherwise mutually agreed in writing by the parties. A deposit of \$12,625 shall be made upon execution of this contract. The rest shall be paid out on 07/04/2025. This cost may change due to unforeseen changes to permitting fees, which will be included in the final invoice unless otherwise agreed upon. Permitting fee costs are subject to the jurisdiction of the event. Final invoice shall be sent out following completion of the display

2) Failure of the Client to pay agreed upon fee within 30 days from date of invoice will subject the Client to payment of interest charges not to exceed 5% per month.

3) The Client agrees to provide the following initialed services as Display Operator is NOT providing these services:

- ☒ clean up of fireworks display site (outside of discharge area)
- ☒ provide fireworks display site security
- ☒ provide audio/sound system
- ☐ obtain fireworks display permit or other required government authorization to conduct the fireworks display

4) The Client agrees to indemnify, hold harmless and defend Display Operator from any and all claims brought against the Display Operator for any and all accidents, incidents or allegations not directly related to the Display Operator's agreed upon contractual duties and obligations. Nothing in this indemnification provision shall be interpreted as a waiver of the City's sovereign immunity rights under North Carolina law.

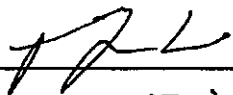
- 5) The Contractor shall protect, defend, indemnify, save and hold harmless the Town, its officers, agents, servants, and employees, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur in any way arising from the display due to the negligent act or omission of the Contractor, its agents or employees. This indemnification shall survive any expiration or termination of this Agreement.

VI. Miscellaneous

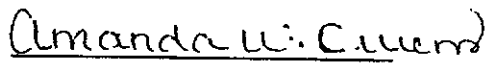
- 1) Parties agree that any litigation arising from this contract shall be brought in a court of competent jurisdiction within the **State of North Carolina** and that the laws of the **State of North Carolina** shall control any and all claims, disputes, litigation, and interpretation related to this contract.
- 2) At the conclusion of any litigation arising from this contract, the party found to be in breach of the contract shall be responsible to the other party for all costs (including but not limited to court costs, attorney fees, litigation expenses, witness fees/expenses, travel expenses and similar costs), prejudgment interest, post judgment interest, fees, expenses and all damages incurred by the other party.
- 3) Any amendments, changes, or modifications to the terms specified by this contract shall be reduced to writing and signed by the parties before said changes are binding upon the parties.

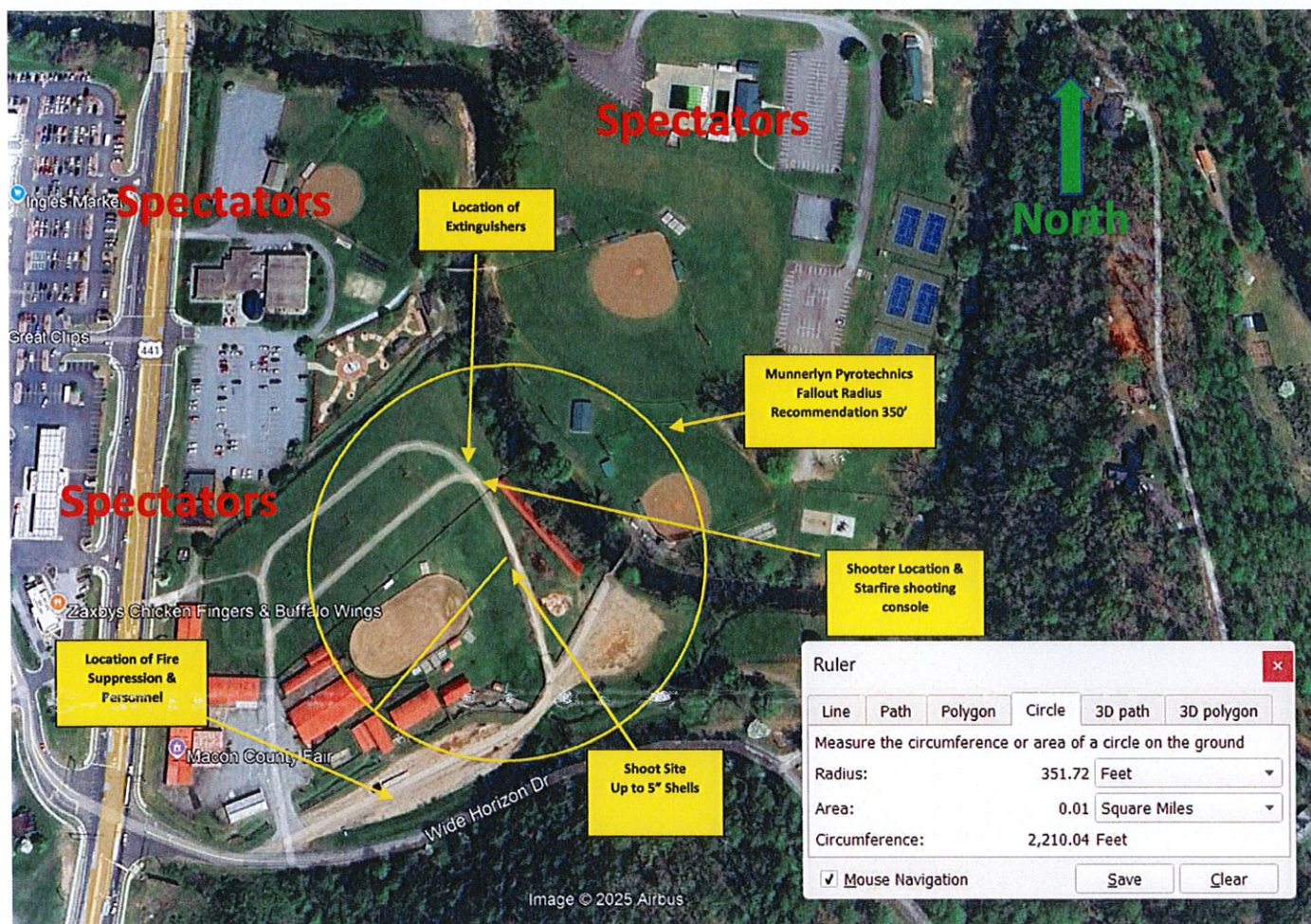
Date 02.18.2025

For the Munnerlyn Pyrotechnics, Inc.:


Printed name: Jasier Ovando
Title: Director of operations

For the Client:


Printed name: Amanda W. Owens
Title: Town manager



Franklin NC

DETAILS:

Show Day – July 4th, 2025

Show Address – 334 Allman Dr, Franklin NC

Show Time – Approximately 9:30 pm

Rain Date – July 5th, 2025

Max Shell Size – 5"

Safety Fallout Radius – 350'

Storage Required – none

Other Requirements – None



CONTACT LIST

Town of Franklin - (Fireworks-Display)

Address: 1436 Georgia Rd, Franklin, NC 28734

**Address of Fireworks Storage: 924 Holder Rd Batesburg, SC
29006**

Munnerlyn Pyrotechnics Operators on Site:

- | | |
|--------------------------------------|-----------------------------|
| • John Zaffuto – Lead Operator | Mobile: 828-779-1327 |
| • Brent Munnerlyn – Back up Operator | Mobile: 803-261-8615 |
| • Jeremiah Brydon - Back up Operator | Mobile: 814-421-7430 |
| • Josier Oquendo – Back up Operator | Mobile: 803-580-0500 |

Munnerlyn Pyro Administration/Emergency Contacts:

- | | |
|-------------------|---|
| • Brent Munnerlyn | Mobile: 803-261-2615
Email: brent@munnerlynpyro.com |
| • Lindsey Davis | Mobile: 269-568-9197
Email: lindsey@munnerlynpyro.com |

Polk County Fire Department:

Fire Marshall: Bobby Arledge

Cell:

Office: 828-894-6342 Ext. 247

Email: barledge@polknc.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME:		
	PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com		
INSURED Munnerlyn Pyrotechnics 808 Highway 378 STE A Lexington SC 29072	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest Indemnity Insurance Co.		10851
	INSURER B: Everest Denali Insurance Company		16044
	INSURER C: Axis Surplus Lines Insurance Co.		26620
	INSURER D: Liberty Insurance Corporation		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 1699958705**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		SI8ML02549-251	5/29/2025	5/29/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		SI8CA00294-251	5/29/2025	5/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		P-001-000875153-04	5/29/2025	5/29/2026	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC5-39S-742832-034	5/18/2025	5/18/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Display Date: 7/4/25 Rain Date: 7/5/25 Shoot Location: 1436 Georgia Rd, Franklin, NC 28734

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured: - Town of Franklin NC; Macon County, Macon County Fair Grounds NC; Macon County Fire Department; State of NC and its Agents

CERTIFICATE HOLDER**CANCELLATION**Town of Franklin
1436 Georgia Rd
Franklin NC 28734

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number 1-SC-063-51-6E-00245
Chief, Federal Explosives Licensing Center (FELC) <i>Mama Howard</i>	Expiration Date May 1, 2026
Name MUNNERLYN PYROTECHNICS	

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**4341 AUGUSTA RD
LEXINGTON, SC 29073-**

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**MUNNERLYN PYROTECHNICS, LLC
MUNNERLYN PYROTECHNICS
808 HWY 378, SUITE B
LEXINGTON, SC 29073-**

Licensee/Permittee Responsible Person Signature

Position/Title

Christopher Brent Munnerlyn

Owner
4/12/24

Printed Name

Date

ATF Form 5400-14/5400-15 Part I
Revised September 2011

Previous Edition is Obsolete

MUNNERLYN PYROTECHNICS, LLC 4341 AUGUSTA RD 29073-5400 81-6E-00245 May 1, 2026 51-IMPORTER OF EXPLOSIVES

Federal Explosives License/Permit Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 483-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

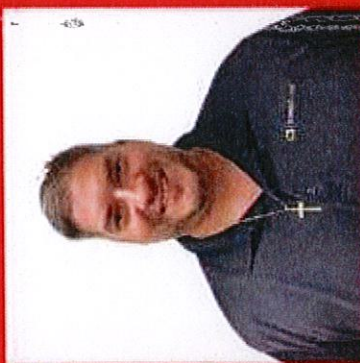
(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name: MUNNERLYN PYROTECHNICS, LLC	
Business Name: MUNNERLYN PYROTECHNICS	
License/Permit Number: 1-SC-063-51-6E-00245	
License/Permit Type: 51-IMPORTER OF EXPLOSIVES	
Expiration: May 1, 2026	
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	

OPERATORS
LICENSE

2026



Jonathan Zaffuto
License # 4134

JUN

NORTH CAROLINA
DEPARTMENT OF INSURANCE



Mike Caw

Commissioner of Insurance
State Fire Marshal

Brian Taylor

Senior Deputy Co
Assistant State Fi

Outdoor Pyrotechnics
Display

**OPERATORS
LICENSE**



2027

D E C

Christopher Mummerlyn
License # 3312

Outdoor Pyrotechnics
Display

OPERATORS
LICENSE

M A Y

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Jeremiah Brydon II
License # 4111

Outdoor Pyrotechnics
Display

**OPERATORS
LICENSE**

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Josier Oquendo
License # 3859

COLLECTIONS MONTHLY TOTALS REPORT
Macon County - Year To Date April 2025 Tax Year 2024

Macon County
Advalorem Tax Collections Report
Year To Date April 2025 Tax Year 2024

TAX YEAR 2024 Month To Date April 2025 Tax Year 2024

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance
General Tax	1,399,645.32	2,121.13	-47.13	0.00	-13.73	1,401,705.59	-668,394.95	733,310.64
Fire Districts	236,328.56	388.67	-10.11	0.00	-3.07	236,704.05	-98,520.06	138,183.99
Landfill User Fee	216,601.76	0.00	-120.90	0.00	-0.76	216,480.10	-74,083.74	142,396.36
TOTAL:	1,852,575.64	2,509.80	-178.14	0.00	-17.56	1,854,889.74	-840,998.75	1,013,890.99

TAX YEAR 2024 Year To Date April 2025 Tax Year 2024

Year to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance	This Year Collection Percentage Tax Year 2024 As of 4/30/2025	Last Year Collection Percentage Tax Year 2023 As of 4/30/2024
General Tax	0.00	34,256,350.94	-20,108.74	0.00	-1303.53	34,234,938.67	-33,501,628.03	733,310.64	97.86%	98.20
Fire Districts	0.00	5,354,073.89	-3,967.37	0.00	-255.18	5,349,851.34	-5,211,667.35	138,183.99	97.42%	97.75
Landfill User Fee	0.00	3,347,880.00	-16,188.77	0.00	-20.96	3,331,670.27	-3,189,273.91	142,396.36	95.73%	96.01
TOTAL:	0.00	42,958,304.83	-40,264.88	0.00	-1579.67	42,916,460.28	-41,902,569.29	1,013,890.99	97.64%	97.99

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



Phone: (828) 349-2149
draby@maconnnc.org

TO: MACON COUNTY COMMISSIONERS

FROM: Macon County Tax Collector's Office
Delena Raby, Tax Collections Supervisor

DATE: May 6, 2025

RE: Releases for April 2025

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

AMOUNT OF RELEASES FOR APRIL 2025:	\$ 2,101.51
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NAME	BILL NUMBER	Release Reason	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
22918 HIGHLANDS BIOLOGICAL STATION ET AL	2024-301550	DY:0RP:7540718597 CLERICAL ERROR	ZAD	12/31/9999 11:36:40 AM			
					L01 FFEEFEE	0.00	720.00
14 HIGHLANDS CITY		CLERICAL ERROR EXEMPT PROPERTIES SHOULD NOT RECEIVE LANDFILL FEES			Total Releases:		720.00 ✓
145113 COCHRAN, PATRICIA	2023-63872	DY:0RP:6566131316 CLERICAL ERROR	DLR	12/31/9999 12:35:23 PM			
					G01 ADVL TAX	97,550.00	263.39
					L01 FFEEFEE	97,550.00	108.00
					F07 ADVL TAX	97,550.00	76.28
					A0 FFEEFEE	97,550.00	5.00
10 BURNINGTOWN		Building storage not garage			Total Releases:		452.67 ✓
152133 COATES DESIGNERS & CRAFTSMEN OF FINE PLAQUES INC	2024-300633	DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 12:37:24 PM			
					G01 ADVL TAX	52,704.00	142.30
					G01 PEN FEE	52,704.00	14.23
					F01 ADVL TAX	52,704.00	36.89
					F01 PEN FEE	52,704.00	3.69
12 FRANKLIN CITY		SOLD 04/01/2022			Total Releases:		197.11 ✓
152133 COATES DESIGNERS & CRAFTSMEN OF FINE PLAQUES INC	2023-300633	DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 12:38:11 PM			
					G01 ADVL TAX	53,909.00	145.55
					F01 ADVL TAX	53,909.00	28.25
12 FRANKLIN CITY		SOLD 04/01/2022 PER LISTING			Total Releases:		173.80 ✓
145113 COCHRAN, PATRICIA	2024-63872	DY:0RP:6566131316 CLERICAL ERROR	DLR	12/31/9999 1:05:25 PM			
					G01 ADVL TAX	97,550.00	263.39
					L01 FFEEFEE	97,550.00	120.00
					F07 ADVL TAX	97,550.00	76.28
10 BURNINGTOWN		Building Storage not GarageAdjusted bldg from Comm to Res OBX			Total Releases:		459.67 ✓
109464 MOUNTAIN MOTOR SERVICE CENTER	2024-202779	DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 1:14:47 PM			
					G01 ADVL TAX	19,588.00	52.89
					G01 PEN FEE	19,588.00	5.29
					F01 ADVL TAX	19,588.00	13.71
					F01 PEN FEE	19,588.00	1.37
12 FRANKLIN CITY		SOLD BUSINESS 7/11/2023			Total Releases:		73.26 ✓

NAME	BILL NUMBER	Release Reason	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
124099 EVERTS, FRANK C JR TR	2024-60848	DY:0RP:6552254087 CLERICAL ERROR	DLR	12/31/9999 1:17:55 PM			
					G01 NSF FEE	0.00	25.00
08 CARTOOGECHAYE					Total Releases:		25.00 ✓
Total Taxes - Release:							2,101.51