

Macon County



MACON COUNTY BOARD OF COMMISSIONERS AUGUST 12, 2025 6 P.M. AGENDA

1. Call to order and welcome by Chairman Young
2. Announcements
 - (A) County offices will be closed on Monday, September 1, 2025, in observance of the Labor Day holiday.
 - (B) Macon County Maintenance and Parks and Recreation Department employees were recognized on August 12, 2025, for the outstanding work done at the Veterans' Memorial Park.
 - (C) Public Hearing is scheduled for September 9, 2025, for the purpose of considering whether the Board of Commissioners would adopt the health department as a department within the county pursuant to NCGS 153A-77.
 - (D) The Board of Health voted at their last meeting to meet monthly instead of every other month, so their next meeting will be August 26, 2025, at 6:15 p.m.
 - (E) 828 Treasure Quest fundraiser for KIDS Place
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
 - (A) Presentation and Update on Center Operations at LBJ Job Corps
 - (B) Progress Report from the Human Resources Department

10. Old Business

- (A) Discussion on Addition to Veterans Memorial at the Nantahala Community Building/Library – Nantahala Community Member Susan Carpenter
- (B) Discussion on Use and Occupancy of Multi-Use Room at Nantahala Community Building and Library – County Manager Warren Cabe
- (C) Update on Burningtown-Iotla Fire Department
- (D) Continued Discussion on Expanded Access to Alcoholic Beverages Through Regulated On- and Off-Premises Sales

11. New Business

- (A) Discussion Regarding Swain County and Macon County Property Boundary – Tax Administrator Abby Braswell
- (B) Consideration of Revision to Article VI, Section 2 of the Macon County Personnel Policy Regarding Hospital and Medical Insurance Upon Retirement – Mr. Cabe
- (C) Discussion on Evaluation of Roof Repair Needs at SCC Mobile Classrooms – Planning, Permitting, and Development Director Joe Allen

12. Consent Agenda – Attachment #12

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

- (A) Minutes of the July 8, 2025, Regular meeting
- (B) Budget Amendments #10-36
- (C) Renewal of Franklin Chamber Contract
- (D) Renewal of Highlands Chamber Contract
- (E) Reapproval/Reaffirm NC Statewide Mutual Aid Agreement
- (F) Approval of Revised Voluntary Shared Leave Policy
- (G) Approval of Revised Personnel Records Policy
- (H) Tax releases for the month of July 2025 in the amount of \$1,746.00
- (I) Monthly ad valorem tax collection report – no action necessary

13. Appointments

- (A) Macon County Board of Health (3 Seats)

14. Closed session as allowed under NCGS 143-318.11

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – OLD BUSINESS

MEETING DATE: AUGUST 12, 2025

10(A). Ms. Carpenter will provide information on additions to the Veterans Memorial at the Nantahala Community Building/Library.

10(B). The Nantahala Community Development Club (NCDC) would like to discuss a possible lease agreement for the space. There has also been discussion with the library staff about use of the space. Discussion will also include other public use of the space. Draft leases are included in the packet for discussion including a proposed lease from NCDC, a standard Macon County 1 year lease, and a modified Macon County 1 year lease for specific days of the year. Any lease longer than a year will require advertisement prior to approval. Currently the schedule is managed between groups with a calendar system..

10(C).Update on the status of Burningtown-Iotla Fire Department

10(D). The board agreed at the July 8, 2025, regular meeting, to continue the discussion regarding expanded access to alcoholic beverages.

DRAFT

**NORTH CAROLINA
MACON COUNTY**

**LEASE TO
NANTAHALA COMMUNITY DEVELOPMENT CLUB
FROM MACON COUNTY**

This lease is made this ___ day of _____, 2025, by and between MACON COUNTY, a body corporate and politic organized and existing under the laws of the State of North Carolina, hereinafter called the "Lessor," and NANTAHALA COMMUNITY DEVELOPMENT CLUB a North Carolina Non-Profit Corporation, located in Macon County, North Carolina, hereinafter called the "Tenant."

WITNESSETH:

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

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

; and

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

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

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

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

WHEREAS, Macon County, owns the Nantahala Community Club and library building, Macon County PIN number 6526271654, located at 36A White Oak Lane;. and

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

WHEREAS, NANTAHALA is an underserved rural area with limited educational and recreational opportunities, and the NANTAHALA COMMUNITY DEVELOPMENT CLUB agrees to provide educational and recreational opportunities to the public; and

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

(1) *Premises.* Being the Macon County facility located at 36A White Oak Lane, Topton, Macon County, North Carolina. PIN number 6526271654.

(2) *Term.* Unless terminated earlier as provided herein, this lease shall commence on _____ and shall continue for 10 years, expiring on _____.

(3) *Early Termination.* Either party shall have the right to terminate this Agreement without cause on July 1st of each year by providing written notice to the other party at least 90 days prior to July 1.

(4) *Consideration.* The consideration given by the NANTAHALA COMMUNITY DEVELOPMENT CLUB, for the use of the property shall be the sum of \$1.00 and the further consideration of:

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

- C. Tenant agrees to perform its obligations hereunder in a nondiscriminatory fashion appropriate for public activity and there shall be no discrimination by Sublessee on the basis of race, sex, national origin, religion or otherwise; and
- D. *Annual Report.* On or before July 1 of each year, and as requested by the County, Tenant shall give a report at a regularly scheduled meeting of the Macon County Commissioners of its profit-loss statement.

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

(6) *No Assignment, but certain Subleases allowed* This lease shall not be assigned by Tenant. At their sole discretion, Tenant may offer for rent the use of the facility and charge minimal fees for community related activities. Lessor's official business activities are excluded from paying fees. In the event of a public disaster, state of emergency or any such activity that Lessor's county manager requires temporary use of the facility, Tenant shall comply with such request. Any fees collected by Tenant for rentals shall be placed in an account used exclusively to purchase supplies for cleaning, furnishing and cosmetically maintaining the interior of the facility.

(7) *Repairs and Maintenance.* Repairs and maintenance are currently the responsibility of Lessor and will remain so for the duration of the lease. Tenant accepts the premises in their present condition. At termination, Tenant shall surrender the premises to the Lessor in as good condition as they now are, except for ordinary wear and tear incidental to the use of the premises.

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

(9) *Utilities.* Utilities are currently the responsibility of Lessor and will remain so for the duration of the lease.

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

(11)Indemnification. Tenant shall indemnify Lessor and hold it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury or damage to property occurring in or about, or arising out of, the leased premises, or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, concessionaires, customers or employees. In the event Lessor shall be made a party to any litigation, commenced by or against Tenant, its agents, licensees, concessionaires, customers or employees, then Tenant shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorneys' fees included or paid by Lessor in connection with such litigation. Lessor recognizes that Tenant is not insured against liability.

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

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

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

General Statutes.

IN TESTIMONY WHEREOF, the parties have signed this lease on the date first written above in duplicate originals, one of which is retained by each of the parties.

COUNTY OF MACON

By: _____
Warren Cabe, Macon County Manager

NANTAHALA COMMUNITY DEVELOPMENT CLUB, a
North Carolina Non-Profit Corporation

By: _____
Authorized Representative

PRE-AUDIT CERTIFICATE

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

This the ____ day of ____ 2025.

Macon County Finance

STATE OF NORTH CAROLINA
COUNTY OF MACON

DATE AND TIME SPECIFIC LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the ____ day of _____, 2025, by and between the COUNTY of MACON, a political subdivision of the State of North Carolina, hereinafter, "County," and NANTAHALA COMMUNITY DEVELOPMENT CLUB, a North Carolina non-profit corporation with its principal place of business in Macon County, North Carolina, hereinafter, "Nantahala."

WITNESSETH:

WHEREAS, the County is the owner of that approximate 1.36 acre tract or parcel of land located at 36 White Oak Lane, Topton, Macon County, North Carolina, bearing PIN 6526271654 and more particularly described in Book Z-40, Page 93 of the Macon County, Registry.

WHEREAS, Nantahala holds its regular meetings in the conference room located in the northern half of the structure located upon the above referenced parcel *on the 1st and 3rd Tuesdays of the month from 7-10pm.*

WHEREAS, in the opinion of the duly elected Board of Commissioners of the County of Macon, it has been determined that there is presently not a foreseen need for the use of said property for public purposes of the County *on the 1st and 3rd Tuesdays of the month from 7-10pm;* and

WHEREAS, the Board of Commissioners of the County of Macon has found that the use of the conference/meeting room located in the northern half of the structure, together with common area of the kitchen and bathrooms located therein, *on the 1st and 3rd Tuesdays of the month from 7-10pm,* hereinafter the "leased premises," is currently surplus to the COUNTY's needs; and

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

WHEREAS, Nantahala desires to lease the hereinafter described real estate, and improvements thereupon, and has agreed to maintain the property, clean it after every use, and allow the public entry to attend their meetings and gatherings during this time, pursuant to the terms set forth herein.

NOW, THEREFORE, for and in consideration of the matters and things to be performed by the NANTAHALA, hereinafter enumerated, the COUNTY does hereby let and lease unto NANTAHALA and the NANTAHALA does hereby lease from the COUNTY, the following described property, to-wit:

Exclusive use of the conference room together with use of the of the kitchen and

bathrooms located therein, *on the 1st and 3rd Tuesdays of the month from 7-10pm,* in the structure located on that approximate 1.36 acre tract or parcel of land located at 36 White Oak Lane, Tipton, Macon County, North Carolina, bearing PIN 6526271654 and more particularly described in Book Z-40, Page 93 of the Macon County, Registry. hereinafter the “leased premises,”

The terms and conditions of this Agreement are as follows:

1. The term of this Lease shall be for a period of one year, and shall begin on _____ 2025, and unless sooner terminated as hereinafter provided, shall terminate on _____, 2026.
2. As rental for the Leased Premises, NANTAHALA shall pay unto the COUNTY an annual rental of One Dollar (\$1.00), the same to be payable in advance upon the execution hereof. In addition, NANTAHALA shall be responsible for cleaning the conference room, bathrooms and kitchen and shall keep the grounds picked up and free from rubbish.
3. The Use of Leased Premises shall be used for public "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352 (“Recreation” means activities that are diversionary in character and aid in promoting entertainment, pleasure, relaxation, instruction, and other physical, mental and cultural development and leisure time experiences).
4. NANTAHALA shall provide substantial recreational opportunities to the general public at such location in the nature of those which it has heretofore provided at such location and which are consistent with definition of "recreation" as that term is defined in N.C. Gen. Stat. § 160A-352.
5. NANTAHALA shall make the leased premises open and available to members of the general public during at such location and during such hours as provided herein.
6. NANTAHALA agrees to perform its obligations in such lease in a nondiscriminatory fashion appropriate for public activity and there shall be no discrimination on the basis of race, sex, national origin, religion or otherwise.
7. NANTAHALA shall, at its sole cost and expense, provide the routine and general housekeeping type of maintenance necessary to maintain the leased Premises and all portions thereof in good, same and attractive condition. COUNTY shall be responsible for substantial maintenance such as HVAC and roof repair.
8. NANTAHALA shall make no structural changes or alterations to exterior of the improvements upon the Premises without the prior written approval of the COUNTY.
9. No portion of the leased Premises shall be sub-leased without the prior written approval of the COUNTY.
10. NANTAHALA agrees to save the COUNTY harmless from all claims for damages to person or property occurring in or on the leased Premises and shall indemnify COUNTY for any damage caused by other persons in or upon the leased Premises or caused by operation in

construction of any private, public or quasi-public works.

11. Should NANTAHALA default in its obligations under this Agreement, then and in that event, the COUNTY shall have the right to take immediate possession of the Premises, without prejudice to any and all other rights it may have to enforce the terms and provisions hereof.

12. At the end of the term, NANTAHALA shall return the Premises to the COUNTY, in as good a condition as when NANTAHALA took possession of the same, as improved and repaired pursuant to the prior provisions hereof, ordinary wear and tear expected.

13. This Agreement shall be terminable at will by either part, by giving written notice of the intention to terminate, with 30 days prior to the date of termination.

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

As to the COUNTY:

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

As to NANTAHALA:

Attn. _____

IN WITNESS WHEREOF, the COUNTY has signed this agreement in its name by its Chairman, attested by its County Manager and Clerk to the Board, and its corporate seal to be hereunto affixed, pursuant to action authorized by its governing Board,

COUNTY OF MACON

By: _____
Josh Young, Chairman

ATTEST:

Warren Cabe, County Manager
and Clerk to the Board

IN WITNESS WHEREOF, NANTAHALA has signed this agreement in its name by its Chairperson, and its corporate seal to be hereunto affixed, pursuant to action authorized by its governing Board.

NANTAHALA COMMUNITY DEVELOPMENT CLUB

By: _____
_____, its Authorized Representative

DRAFT

STATE OF NORTH CAROLINA
COUNTY OF MACON

MEETING ROOM LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the ____ day of _____, 2025, by and between the COUNTY of MACON, a political subdivision of the State of North Carolina, hereinafter, "County," and NANTAHALA COMMUNITY DEVELOPMENT CLUB, a North Carolina non-profit corporation with its principal place of business in Macon County, North Carolina, hereinafter, "Nantahala."

WITNESSETH:

WHEREAS, the County is the owner of that approximate 1.36 acre tract or parcel of land located at 36 White Oak Lane, Tipton, Macon County, North Carolina, bearing PIN 6526271654 and more particularly described in Book Z-40, Page 93 of the Macon County, Registry.

WHEREAS, Nantahala holds its regular meetings in the conference room located in the northern half of the structure located upon the above referenced parcel.

WHEREAS, in the opinion of the duly elected Board of Commissioners of the County of Macon, it has been determined that there is presently not a foreseen need for the use of said property for public purposes of the County; and

WHEREAS, the Board of Commissioners of the County of Macon has found that the conference/meeting room located in the northern half of the structure is currently surplus to the COUNTY's needs; and

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

WHEREAS, Nantahala desires to lease the hereinafter described real estate, and improvements thereupon, and has agreed to maintain the property, clean it after every use, and allow the public entry to attend their meetings and gatherings during this time, pursuant to the terms set forth herein.

NOW, THEREFORE, for and in consideration of the matters and things to be performed by the NANTAHALA, hereinafter enumerated, the COUNTY does hereby let and lease unto NANTAHALA and the NANTAHALA does hereby lease from the COUNTY, the following described property, to-wit:

The conference/meeting room located in the northern half of the structure located on that approximate 1.36 acre tract or parcel of land located at 36 White Oak Lane, Tipton, Macon County, North Carolina, bearing PIN 6526271654 and more

particularly described in Book Z-40, Page 93 of the Macon County, Registry.
hereinafter the "leased premises,"

The terms and conditions of this Agreement are as follows:

1. The term of this Lease shall be for a period of one year, and shall begin on _____ 2025, and unless sooner terminated as hereinafter provided, shall terminate on _____, 2026.

2. As rental for the Leased Premises, NANTAHALA shall pay unto the COUNTY an annual rental of One Dollar (\$1.00), the same to be payable in advance upon the execution hereof. In addition, NANTAHALA shall be responsible for cleaning the conference room, bathrooms and kitchen and shall keep the grounds picked up and free from rubbish.

3. The Use of Leased Premises shall be used for public "recreation" as that term is defined by N.C. Gen. Stat. § 160A-352 ("Recreation" means activities that are diversionary in character and aid in promoting entertainment, pleasure, relaxation, instruction, and other physical, mental and cultural development and leisure time experiences).

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

5. NANTAHALA shall make the leased premises open and available to members of the general public during at such location and during such hours as provided herein.

6. NANTAHALA agrees to perform its obligations in such lease in a nondiscriminatory fashion appropriate for public activity and there shall be no discrimination on the basis of race, sex, national origin, religion or otherwise.

7. NANTAHALA shall, at its sole cost and expense, provide the routine and general housekeeping type of maintenance necessary to maintain the leased Premises and all portions thereof in good, same and attractive condition. COUNTY shall be responsible for substantial maintenance such as HVAC and roof repair.

1. NANTAHALA shall make no structural changes or alterations to exterior of the improvements upon the Premises without the prior written approval of the COUNTY.

2. No portion of the leased Premises shall be sub-leased without the prior written approval of the COUNTY.

3. NANTAHALA agrees to save the COUNTY harmless from all claims for damages to person or property occurring in or on the leased Premises and shall indemnify COUNTY for any damage caused by other persons in or upon the leased Premises or caused by operation in construction of any private, public or quasi-public works.

4. Should NANTAHALA default in its obligations under this Agreement, then and in that event, the COUNTY shall have the right to take immediate possession of the Premises, without prejudice

to any and all other rights it may have to enforce the terms and provisions hereof.

5. At the end of the term, NANTAHALA shall return the Premises to the COUNTY, in as good a condition as when NANTAHALA took possession of the same, as improved and repaired pursuant to the prior provisions hereof, ordinary wear and tear expected.

6. This Agreement shall be terminable at will by either part, by giving written notice of the intention to terminate, with 30 days prior to the date of termination.

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

As to the COUNTY:

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

As to NANTAHALA:

Attn. _____

IN WITNESS WHEREOF, the COUNTY has signed this agreement in its name by its Chairman, attested by its County Manager and Clerk to the Board, and its corporate seal to be hereunto affixed, pursuant to action authorized by its governing Board,

COUNTY OF MACON

By: _____
Josh Young, Chairman

ATTEST:

Warren Cabe, County Manager
and Clerk to the Board

DRAFT

IN WITNESS WHEREOF, NANTAHALA has signed this agreement in its name by its Chairperson, and its corporate seal to be hereunto affixed, pursuant to action authorized by its governing Board.

NANTAHALA COMMUNITY DEVELOPMENT CLUB

By: _____
_____, its Authorized Representative

STATE OF NORTH CAROLINA
COUNTY OF MACON

RESOLUTION OF THE MACON COUNTY BOARD OF COUNTY COMMISSIONERS
DECLARING A PORTION OF THE NANTAHALA COMMUNITY CENTER TO BE
SURPLUS AND APPROVING A ONE YEAR LEASE TO NANTAHALA
COMMUNITY DEVELOPMENT CENTER

WHEREAS, Macon County owns real property described in the Lease attached hereto; and

WHEREAS, Macon County declares that portion of real property described in the attached lease to be surplus and authorizes the entry of the Lease to Nantahala Community Development Club, a copy of which is attached hereto, for the period of one year beginning _____, 2025 and ending _____ 2026; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-272, Macon County is authorized to enter into the Lease; and

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

RESOLVED, that Macon County will not have a need for that portion of the real property described in the lease, for the term set forth therein, and does hereby declare the same to be surplus property; and

RESOLVED, that Macon County does hereby authorize the Lease for a period of one year from _____, 2025 and ending _____ 2026, and

RESOLVED, that Warren Cabe, Macon County Manager, is hereby authorized and directed to fill in any blanks within the same and execute said Lease to Nantahala Community Development Club on behalf of Macon County.

DRAFT

Adopted at the August 12, 2025, Regular Meeting of the Macon County Board of Commissioners.

Josh Young, Chairman
Macon County Board of County Commissioners

ATTEST:

Warren Cabe, County Manager and
Clerk to the Board

(Official Seal)

STATE OF NORTH CAROLINA
COUNTY OF MACON

RESOLUTION REQUESTING A REFERENDUM ON THE SALE OF ALCOHOLIC
BEVERAGES IN MACON COUNTY, NORTH CAROLINA

WHEREAS, the Macon County Board of Commissioners acknowledges that citizens and local businesses may benefit from expanded access to alcoholic beverages through regulated on- and off-premises sales;

WHEREAS, the Macon County Board of Commissioners recognizes the public interest in authorizing the regulated sale of certain alcoholic beverages throughout the county;

WHEREAS, North Carolina General Statutes §18B-600 authorize counties to call for a local referendum to determine whether the sale of malt beverages (beer) and unfortified wine (containing not more than 16% alcohol by volume) shall be permitted;

NOW, THEREFORE, BE IT RESOLVED that the Macon County Board of Commissioners hereby formally requests that the Macon County Board of Elections place on the ballot for the November 2025 general election a referendum to determine whether the sale of **malt beverages and unfortified wine** for both **on-premises and off-premises consumption** shall be authorized throughout Macon County, in accordance with applicable North Carolina law.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be delivered by Clerk to the Board of Commissioners to the Director of the Macon County Board of Elections.

ADOPTED, at the July 8, 2025 Regular Meeting of the Macon County Board of Commissioners.

Josh Young, Chairman,
Macon County Board of County Commissioners

ATTEST:

Warren Cabe, Macon County Manager
and Clerk to the Board (Official Seal)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: AUGUST 12, 2025

11(A). Ms. Braswell will provide information regarding discrepancies in the Macon/Swain boundary and taxing of properties. An agreement with Swain County and a joint resolution prepared by Attorney Ridenour are included in your packet for consideration and approval .

11(B). Included in your packet is a revised policy regarding Macon County service time and eligibility for health insurance benefits upon retirement. We would like to discuss the revisions as part of a recruitment and retention strategy. Mr. Cabe will provide additional information at the meeting.

11(C). Mr. Allen will present information on the evaluation of roof repairs needed at the SCC Public Safety Training Center. The Board requested information before SCC proceeded with utilizing the budgeted funds. Three quotes have been received in the amount of \$11,800.00, \$16,980.00, and \$17,992.28, and the acquisition of the work is the responsibility of SCC.

PIN	PROP_ADDR	PROP_DESC	TOWNSHIP_D
6509907307	WINDINGSTAIRS RD	RD 1412	NANTAHALA
6509909161	172 HUBBLE WAY	LT 11 & LT 12 MYSTIC RIDGE	NANTAHALA
6519005451	MYSTIC RIDGE WAY W	LOT 8 PH 1 MYSTIC RIDGE	NANTAHALA
6519005685	MYSTIC RIDGE WAY W	LOT 7 PH 1 MYSTIC RIDGE	NANTAHALA
6519007827	MYSTIC RIDGE WAY W	LOT 6 PH 1 MYSTIC RIDGE	NANTAHALA
6519008698	MYSTIC RIDGE WAY W	LOT 48 MYSTIC RIDGE	NANTAHALA
6519008958	MYSTIC RIDGE WAY W	LOT 1 PH 1 MYSTIC RIDGE	NANTAHALA
6519009467	MYSTIC RIDGE WAY W	LOT 15 PHASE 2 MYSTIC RIDGE	NANTAHALA
6519101745	MYSTIC RIDGE WAY W	LOT 2 PH I MYSTIC RIDGE	NANTAHALA
6519102546	28 SATURN WAY	LOT 14 PH 1 MYSTIC RIDGE	NANTAHALA
6519103345	MYSTIC RIDGE WAY E	LOT 33 MYSTIC RIDGE PC 7572	NANTAHALA
6519104776	SATURN WAY	LOT 3 PH 1 MYSTIC RIDGE PC 7757	NANTAHALA
6519106578	MYSTIC RIDGE WAY W	LOT 4 PH 1 MYSTIC RIDGE	NANTAHALA
6519108302	MYSTIC RIDGE WAY W	LOT 5 PH 1 MYSTIC RIDGE	NANTAHALA
6519303525	3829 WINDINGSTAIRS RD	PC 7494	NANTAHALA
6519303847		LOT 40 PHASE III MYSTIC FOREST PC 5720	NANTAHALA
6519305799	KILPATRICK LN	COMMON AREA #2	NANTAHALA
6519306960	125 MYSTIC FOREST WAY	ON RD 1412 ADJ US GOVT	NANTAHALA
6519309726	3801 WINDINGSTAIRS RD	RD 1412	NANTAHALA
6519313142	KILPATRICK LN	LOT 39 MYSTIC FOREST	NANTAHALA
6519316171	MYSTIC FOREST WY	ON RD 1412 ADJ US GOVT COMMON AREA	NANTAHALA
6519318176	KILPATRICK LN	LOT 24 PH 3 MYSTIC FORESTPART IN SWAIN PART IN MACON	NANTAHALA
6519319161	KILPATRICK LN	PART IN SWAIN PART IN MACON	NANTAHALA
6519319203	KILPATRICK LN	LOT 22 PH 3 MYSTIC FOREST PART IN SWAIN PART IN MACON	NANTAHALA
6519401377	3675 WINDINGSTAIRS RD	ON RD 1412 ADJ MARY MARTIN	NANTAHALA
6519407425	20 MARTIN LN	RD 1412 PC 8228	NANTAHALA
6519415086	MARTIN LANE	RD 1412	NANTAHALA
6519601882	310 GRASSY BRANCH RD	RD 1419	NANTAHALA
6519605762	GRASSY BRANCH RD	LOT 2 PINE MTN SEC 2	NANTAHALA
6519607715	117 PINE MOUNTAIN DR	LOT 1 PINE MTN SEC 2	NANTAHALA
6519610560	TAYLOR HOLW	GRASSY BRANCH RD PC 9303	NANTAHALA
6519611294	362 GRASSY BRANCH RD	RD 1419	NANTAHALA
6519617117	GRASSY BRANCH RD	LOT 10 PINE MTN SEC 2	NANTAHALA
6519700777	GRASSY BRANCH RD	LOT 5 PINE MTN SEC 2	NANTAHALA
6519700955	GRASSY BRANCH RD	LOT 6 PINE MTN SEC 2	NANTAHALA
6519703989	PINE MOUNTAIN DR	LT 5 7 9 SEC 3 PINE MTN SUBDIVISION	NANTAHALA
6519710118	24 AMBER LN	LOT 7 PINE MTN SEC 2	NANTAHALA
6519710321	34 AMBER LN	LOT 8 PINE MTN SEC 2	NANTAHALA
6519711422	GRASSY BRANCH RD	LOT 9 PINE MTN SEC 2	NANTAHALA
6519713322	FAIRVIEW LANE	LOT 10 SEC 3 PINE MOUNTAIN SUBD	NANTAHALA
6519715410	64 SWAIN LN	SMALL TR ON SWAIN COUNTY LINE	NANTAHALA
6519716118	FAIRVIEW LANE	LOT 8 SEC 3 PINE MOUNTAIN SUBD	NANTAHALA
6519717057	FAIRVIEW LANE	LOT 6 SEC 3 PINE MOUNTAIN SUBD	NANTAHALA
6519718332	APPLE TREE CV	RD 1415	NANTAHALA
6519800561	242 FAIRVIEW LN	RD 1415	NANTAHALA
6519801882	FAIRVIEW LANE	OFF RD 1415	NANTAHALA
6519804908	292 FAIRVIEW LN	FAIRVIEW LN	NANTAHALA
6519808818	FAIRVIEW LN	LOT 4	NANTAHALA
6519812199	60 APPLE TREE CV	RD 1415	NANTAHALA
6519812441	94 SWAIN LN	RD 1415	NANTAHALA
6519818344	SWAIN LANE	RD 1415	NANTAHALA
6519902956	429 FAIRVIEW LN	RD 1415	NANTAHALA
6519905833	FAIRVIEW LN	LOT 1	NANTAHALA
6519913283	451 FAIRVIEW LN	RD 1415	NANTAHALA
6519916099	FAIRVIEW LANE	RD 1415	NANTAHALA
6519916405	525 FAIRVIEW LN	RD 1415	NANTAHALA
6519918376	FAIRVIEW LN	RD 1415	NANTAHALA
6529014440	PARTRIDGE CR RD	RD 1415	NANTAHALA
6529305300	2198 PARTRIDGE CREEK RD	QUEEN CREEK	NANTAHALA
6549534146	BIG DOG RD	OFF RD 1364 SWAIN COUNTY LINE	BURNINGTOWN
6549625264	BIG DOG RD	OFF RD 1364 SWAIN COUNTY LINE	BURNINGTOWN
6549636240	BIG DOG RD	OFF RD 1364 SWAIN COUNTY LINE	BURNINGTOWN
6549727704	BIG DOG RD	OFF RD 1364 SWAIN COUNTY LINE	BURNINGTOWN
6549832214	140 HIGH POINT	PC 8475	BURNINGTOWN
6549835446	BIG DOG RD	LOT 20 ROCK BOTTOM RANCH 1.99 AC IN TOTAL PARCEL/1.73 AC LIES IN MACON COUNT	BURNINGTOWN
6549837573	BIG DOG RD		BURNINGTOWN
6558577998	NEEDMORE RD	ON SR 1363	BURNINGTOWN
6559210997	6414 NEEDMORE RD	OFF RD 1363	BURNINGTOWN
6559329915	NEEDMORE RD	OFF ROAD 1363	BURNINGTOWN
6559332690	NEEDMORE RD	ON SR 1364 SWAIN COUNTY LINE	BURNINGTOWN
6559522475	751 KUDZU COR	TELLICO OFF RD 1363	BURNINGTOWN
6559534661	NEEDMORE RD	TELLICO OFF RD 1363	BURNINGTOWN
6559624855	NEEDMORE RD	TELLICO	BURNINGTOWN

6559636931	NEEDMORE RD	OFF RD 1363	BURNINGTOWN
6559730308	1225 HIGH LONESOME RD	OFF ROAD 1363	BURNINGTOWN
6559732506	1206 HIGH LONESOME RD	HIGH LONESOME RD .72 & TR 3 PC 9777	BURNINGTOWN
6559735518	1140 HIGH LONEOSME RD	TR 1 & 2 PC 9777	BURNINGTOWN
6559735901	NEEDMORE RD	OFF ROAD 1363	BURNINGTOWN
6559737020	NEEDMORE RD	TELLICO	BURNINGTOWN
6559847371	BIG RIVER DR	LOT 14 RIVERS EDGE	COWEE
6559849251	564 BIG RIVER DR.	LOT 13 RIVERS EDGE	COWEE
6559931991	DEER CREEK DR	LOT 15 RIVERS EDGE	COWEE
6559940076	BIG RIVER DR	LOT 12 RIVERS EDGE	COWEE
6559942157	DEAN FALLS RD	LOT 11 RIVERS EDGE	COWEE
6559943286	BIG RIVER DR	LOT 10 RIVERS EDGE	COWEE
6559944032	DEAN FALLS RD	LOT 16 RIVERS EDGE	COWEE
6559945297	DEER CREEK DR	LOT 20	COWEE
6559945404	BIG RIVER DR	LOT 9	COWEE
6559946056	DEAN FALLS RD	LOT 17 RIVERS EDGE	COWEE
6559946574	DEER CREEK DR	LOT 21 RIVERS EDGE	COWEE
6559946926	DEAN FALLS RD	L 7 & 8 RIVERS EDGE PC 7307	COWEE
6559947773	DEAN FALLS RD	LOT 23 RIVERS EDGE	COWEE
6559948100	DEAN FALLS RD	LOT 18 RIVERS EDGE	COWEE
6559948254	DEAN FALLS RD	LOT 19 RIVERS EDGE	COWEE
6559948941	DEAN FALLS RD	LOT 24 RIVERS EDGE	COWEE
6559957341	DEAN FALLS RD	LOT 6A RIVERS EDGE	COWEE
6559958147	DEAN FALLS RD	LOT 25 RIVERS EDGE PC 5512 & 7307	COWEE
6559958339	DEAN FALLS RD	LOT 6B RIVERS EDGE	COWEE
6568496527	0 BRYSON CITY RD	LOST BRIDGE	COWEE
6569040683	DEAN FALLS RD	LT 22 PARK & PICNIC RIVERS EDGE	COWEE
6569041427	DEAN FALLS DR	LOST BRIDGE	COWEE
6569041863	DEAN FALLS RD	LOT 2 RIVERS EDGE	COWEE
6569050363	DEAN FALLS RD	LOT 4 RIVERS EDGE	COWEE
6569050536	DEAN FALLS RD	LOT 5 RIVERS EDGE	COWEE
6569051018	140 BIG RIVER DR	LOT 3 RIVERS EDGE	COWEE
6569055804	0 BRYSON CITY RD	ON HWY 28	COWEE
6569056774	0 BRYSON CITY RD	MACON SWAIN CO LINE	COWEE
6569059366	13475 BRYSON CITY RD	MACON/SWAIN	COWEE
6569151093	0 BRYSON CITY RD	OFF 28	COWEE
6569158181	0 BRYSON CITY RD	HWY 28	COWEE
6569164187	0 BRYSON CITY RD	MACON/SWAIN COUNTY LINE	COWEE
6569249924	SHEILA LN	LOT 13 KASAWA GROUP OFF HWY 28/LOST BRIDGE	COWEE
6569330185	737 BREEZE WOOD DR	LOST BRIDGE	COWEE
6569343396	761 SHEILA LN	LOT 30 KASAWA GROUP	COWEE
6569436663	SHEILA LN	TRACT 14 KASAWA	COWEE
6569440571	SHEILA LN	LOT 15 KASAWA GROUPPC 8672	COWEE
6569622599	SLIPPERY LN	OFF 1362	COWEE
6569722540	ICENHOWER DR	LT 5	COWEE
6569724905	ICENHOWER DR	LT 12	COWEE
6569725345	ICENHOWER DR	LT 4 PC 4092	COWEE
6569737050	ICENHOWER DR	LT 11	COWEE
6569739442	ICENHOWER DR	LT 14	COWEE
6569820836	ICENHOWER DR	LT 9	COWEE
6569830263	ICENHOWER DR	LT10	COWEE
6569834274	ICENHOWER DR	LT 8	COWEE
6569834620	ICENHOWER DR	LT 13	COWEE
6569838402	ICENHOWER DR	LT 7	COWEE
6569839773	ICENHOWER DR	LT 6	COWEE
6569934873	QUEEN BRANCH RD	OFF 1362	COWEE
6579234998	412 THUNDER CREEK RD	OFF RD 1426	COWEE
6579262497	1760 LAKEY CREEK RD	TR 1 LAKEY CRK SPLIT PC 7505	COWEE
6579283077	LAKEY CREEK RD	OFF RD 1359	COWEE
6579362562	LAKEY CREEK RD	TR 2 LAKEY CREEK SPLIT PC 11195	COWEE
6579481418	LAKEY CREEK RD	LAKEY CREEK	COWEE
6579680890	2450 LAKEY CREEK RD	OFF RD 1359	COWEE
6579698820	2742 LAKEY CREEK RD	OFF RD 1359	COWEE

JOINT RESOLUTION REQUESTING THE NORTH CAROLINA
GEODETIC SURVEY TO CONDUCT A SURVEY OF THE BOUNDARY LINE BETWEEN
MACON COUNTY and SWAIN COUNTY

WHEREAS, the exact location of the common boundary line between Macon County and Swain County is uncertain or disputed; and

WHEREAS, North Carolina General Statute §153A-18 provides that if two or more counties are uncertain as to the exact boundary between them, they may cause the boundary to be surveyed, marked and mapped; and

WHEREAS, the Boards of Commissioners of Macon County and Swain County desire to resolve the uncertainty and establish a definitive boundary line in accordance with law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Macon County, in joint action with the Board of Commissioners of Swain County, that:

1. The counties hereby jointly request the North Carolina Geodetic Survey to conduct a survey of the boundary line between Macon County and Swain County and to mark and map the boundary in accordance with NCGS § 153A-18.
2. The counties agree to cooperate fully with the North Carolina Geodetic Survey in the performance of this work, including granting access to necessary records and properties.
3. The counties may appoint special commissioners to supervise the surveying, marking, and mapping, as permitted by law.
4. Until completion of the survey by the North Carolina Geodetic Survey, the counties agree that the properties that are bisected by the county line, or believed to be bisected by the county line, shall be taxed in accordance with the pro rata percentages of the lands and buildings lying on either side of the county line, attached hereto as **Exhibit A** and incorporated by reference.
5. Upon completion of the survey, the counties intend to ratify the results and record the final boundary map in the offices of the respective Registers of Deeds and with the Secretary of State, as required by statute.

NOW THEREFORE, IT IS RESOLVED by the Macon County Board of Commissioners and Swain County Board of Commissioners that the North Carolina Geodetic Survey conduct a survey of the boundary line between Macon County and Swain County in accordance with NCGS § 153A-18.

IT IS FURTHER RESOLVED that until completion of the survey by the North Carolina Geodetic Survey, the counties agree that the properties that are bisected by the county line, or believed to be bisected by the county line, shall be taxed in accordance with the pro rata percentages of the lands and buildings lying on either side of the county line, attached hereto as **Exhibit A** and incorporated by reference.

[Signature pages for Macon County and Swain County intentionally placed on separate pages.]

SWAIN COUNTY

ADOPTED this the ____ day of _____, 2025.

By:

Chairman
Swain County Board of Commissioners

Attest:

_____, Clerk to Board

NORTH CAROLINA
SWAIN COUNTY

I, _____, a Notary Public, do hereby certify that _____ appeared before me this day, who, being by me duly sworn, says that he is the Chairman of the Swain County Board of Commissioners and signed his name as said Chairman, and I do further certify that _____ personally appeared before me this day, who, being by me duly sworn, says that she is the Clerk to the Swain County Board of Commissioners and that _____ is Chairman of said Board of Commissioners and that she knows the common seal of said Board; that the seal affixed to the foregoing instrument is said common seal of said Board; that the name of the Board was subscribed thereto by said Chairman and said common seal was affixed, all by order of the Board, and said instrument is the act and deed of said Board.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

MACON COUNTY

ADOPTED this ____ day of _____, 2025, at the Regular Meeting of the Macon County Board of Commissioners.

Joshua Young, Chairman, Macon County Board of
County Commissioners

Attest:

(Official Seal)

Warren Cabe, Macon County Manager and Clerk to the Board

NORTH CAROLINA
MACON COUNTY

I, _____, a Notary Public, do hereby certify that JOSHUA YOUNG personally appeared before me this day, who, being by me duly sworn, says that he is the Chairman of the Macon County Board of Commissioners and signed his name as said Chairman, and I do further certify that WARREN CABE personally appeared before me this day, who, being by me duly sworn, says that he is the Clerk to the Macon County Board of Commissioners and that JOSHUA YOUNG is Chairman of said Board of Commissioners and that he knows the common seal of said Board; that the seal affixed to the foregoing instrument is said common seal of said Board; that the name of the Board was subscribed thereto by said Chairman and said common seal was affixed, all by order of the Board, and said instrument is the act and deed of said Board.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2025.

Tammy Keezer, NOTARY PUBLIC

My Commission Expires:

ARTICLE VI. EMPLOYEE BENEFITS

Section 2. Hospitalization and Medical Benefits

The County provides to all regular/permanent employees a group Health Insurance Plan. Coverage is effective on the first of the month following thirty days of employment. The County pays the full cost of the monthly insurance premium for regular/permanent ~~fulltime~~full-time employees. A pro-rata share based on scheduled hours for regular/permanent ~~part-time~~part-time employees is paid. Other coverage is paid up to a maximum amount decided upon by the Board of County Commissioners.

Upon termination employees are eligible for continued coverage under COBRA (Consolidated Omnibus Budget Reconciliation Act). ~~County-paid~~County-paid coverage will end on the last day of the month in which an employee's final day is worked.

Employees who are members of the group health insurance plan, ~~have worked a minimum of ten (10) years with Macon County,~~ and retire with a minimum of thirty (30) years of permanent service ~~with Macon County*~~ as determined by ~~Macon County Human Resources~~the North Carolina Local Government Employee Retirement System (LGERS) and who are qualified and determined to be eligible to receive service retirement from ~~the North Carolina Local Government Employee Retirement System (LGERS)~~LGERS will be eligible to continue as a member of the group regardless of age, or until the retiree ceases to be eligible as a retired employee as specified under the Group's Retirement Program. ~~*(Amendment approved June 11, 2019, effective July 1, 2019)~~

The County shall pay the cost of such continued coverage at the current county levels at the time of retirement. Dependents will be eligible for qualified service under COBRA.

An employee of the Group covered as a member under the Administrative Services Agreement who retires from service due to Disability Retirement as specified in the Group's Retirement Program will not be eligible to continue as a member unless and until the employee becomes qualified as a regular retiree under the Group's Retirement Program.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CONSENT AGENDA

MEETING DATE: AUGUST 12, 2025

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

Item 12B. Budget Amendments #10-36 are attached for your review and approval. (Lori Carpenter)

Item 12C. Franklin Chamber of Commerce Contract Renewal. (Mr. Cabe)

Item 12D. Highlands Chamber of Commerce Contract Renewal. (Mr. Cabe)

Item 12E. NC Statewide Mutual Aid Agreement. (Mr. Cabe)

Item 12F. Voluntary Shared Leave Revised Policy. (Ms. Keezer)

Item 12G. Personnel Records Policy Revision. (Ms. Keezer)

Item 12H. Tax releases for the month of July 2025 in the amount of \$1,746.00, per the attached memorandum from Tax Collections Supervisor Delena Raby.

Item 12I. A copy of the ad valorem tax collection report as of July 31, 2025. Report only. No action is necessary. (Delena Raby)



**MACON COUNTY BOARD OF COMMISSIONERS
JULY 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 Joe Tallent, C.L. Hensley, Blaine Swinimer, and Tom Soch from Macon County Transit recently competed in the N.C. Public Transportation Association vehicle rodeo and placed fourth in the state. He said this was a big accomplishment and he wanted to recognize these employees.

(B) Mr. Cabe informed board members about the new application process on the website which now allows applicants to apply and submit applications online instead of the previous process through NCWorks.

(C) Commissioner Shearl thanked the employees and organizations who participated in the 4th of July celebration at the park this year. He said it had been five years since the event was last held in the park and the committee worked for weeks organizing the event which was successful and they plan to continue this on into the future.

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

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

- Ms. Keezer requested to add the application for Janet Shuler to the Airport Authority appointments under Item 13C Airport Authority. Ms. Shuler is a current board member requesting reappointment and was out of town and unable to submit her application by the deadline. Ms. Keezer indicated that the Airport Authority recommended Ms. Shuler's reappointment at their last meeting as verified by Commissioner Shields who was present at their meeting when the recommendation was made.

PUBLIC COMMENT PERIOD:

1. **Susan Carpenter** spoke about wanting a veterans memorial monument at the Nantahala Library and Community Development Club in addition to the veterans memorial marker that is currently in place. She said the cost was about \$7,100. **Matt Jackson** spoke about an alcohol referrundum to allow sales in the County. **Laura Puckett** the owner of Fire Mountain Resort spoke about an alcohol referrundum and the cost of having to build tennis courts so they could serve alcohol to be in compliance with the current law to serve alcohol, yet the courts will never be used. **Stacy Rivers** owner of Magliocca's in Scaly spoke about not being able to serve alcohol at her fine dining Italian Restaurant. **Vickie Sanders** spoke about Burningtown Iotla Fire Department stating that if her community has to change to Cowee's district they will no longer get an insurance advantage for being within a five mile radius of the fire station.

REPORTS/PRESENTATIONS: None

OLD BUSINESS:

DISCUSSION WITH MACON COUNTY BOARD OF HEALTH - At 6:20 p.m., Jerry Hermanson, Chairman and General Public member of the Macon County Board of Health, called to order the Special Meeting of the Macon County Board of Health and asked board members to introduce themselves. Commissioner Young stated that some of the issues being brought up tonight were at no fault of the health board and indicated that the Commissioners are receiving a lot of complaints and he feels like the Commissioners are reaching out for help from the Board of Health. He said the Commissioners are thinking that the Board of Health does not have a channel to the general public and tonight is an opportunity to meet face-to-face, talk about some of the issues, have good healthy discussion, and see how we can help each other. Commissioner Young said board members have received a lot of feedback about inter-departmental conflicts; it is overwhelming, and we are just looking at how to make Macon County better. Commissioner Shearl said he believes it is wrong to have an appointed board appointed by this elected board to have sole authority over the health department. He said he believes the County Manager and the Board of Commissioners should have control over this agency. Commissioner Shearl described having witnessed a health department employee tell a Commissioner that they were not going to tell the employee what to do, when to do it, or how to do it; and he does not ever remember a time as an employee or business owner or ever hearing an employee tell their boss that they were not going to do what they were asked to do. He said in this circumstance, the County Manager nor the Commissioner was their boss as their boss was the Health Director and the Board of Health. Commissioner Shearl said his phone has rang off the hook with internal and external problems - people in the community very upset. He said you have to pick and choose where you are going with this, but when multiple people tell you the same thing then you have issues. Commissioner Shearl said it is both internal and external people who are dissatisfied with Macon County Health Department and he fears we may lose some good quality folks if we do not step up to the plate and address this. He said he feels the Board of Commissioners currently has no authority or control over what is happening over there. Mr. Hermanson said he is concerned that Commissioners have received complaints and no one has shared those complaints with him. He said he has had one person contact him with a complaint and they were referred to him by Mr. Cabe's office. He said if the Board of Health does not know there are problems then they cannot fix them. Mr. Hermanson said they have a confusing situation in his mind because the

Board of Health comes under various regulatory limits and referenced North Carolina General Statute (NCGS) 130A regarding the powers and duties of the Board of Health. He said they want to know about problems and when they know about problems he speaks directly to the Health Director about them. Commissioner Shearl said not long ago there was a serious back log of permitting and it took the Board of Commissioners listening to complaints to get it fixed and said we talked about it several times and nothing happened until the Board of Commissioners did something about it. Mr. Hermanson said permits have been an ongoing problem for at least 20 years and he appreciates the Board of Commissioners getting involved, but it still is not where it needs to be. Commissioner Shearl said when it take five, six, seven weeks to get a permit it is very frustrating so whatever we need to do to bring in extra help we are willing to do and if we cannot get this right there is a problem. Mr. Hermanson said the current wait time is around two weeks which is a vast improvement over the last time this was discussed. Commissioner Breeden said he agreed that environmental health has been an issue but we have to address the other issues as well. He said morale across the department is very low and he does not think the structure of the department is good. Commissioner Breeden said the County is the funding arm of the health department, but we have no authority. He said he is recommending that the Board of Commissioners become the board and the Board of Health become an advisory committee. Commissioner Breeden said the Board of Health members do not know about the issues because the health department policies are made so they do not know about the issues as complaints go to the Health Director. He said it is difficult for the Commissioners to take all of the complaints and try to be the problem-solvers for the county which is what the citizens expect us to do, yet we have no authority over what happens in the health department other than payroll and funding. Mr. Hermanson said the Board of Health is there to make things run smoothly to the extent that they can and asked that Commissioners and employees contact board members directly. Commissioner Breeden asked Mr. Hermanson if the Board of Health wants to handle personnel issues daily and said he did not feel like anyone at the health department was addressing the personnel problems. Commissioner Young said the Commissioners are not healthcare professionals, nor do they claim to be, and that is why we need the healthcare professionals on the Board of Health and that is why they are here. He said we have an HR Department and they help handle a lot of the issues going on right now at the Board of Health; the Board of Health has one department head, we have 24 department heads; and we also have a CEO for Macon County; my role on this board is not to handle day-to-day issues which are their job. Commissioner Young stated the Commissioners do not want to catch the complaints, but want the Board of Health to catch the complaints. Mr. Hermanson said their contact information is on the website, then Health Director Kathy McGaha corrected him that it is not. Commissioner Young said we are extending a hand and asked if they the County to handle some of the personnel issues because there is duplication. Mr. Hermanson said they fall under different rules than the rest of the County. He said they have state rules they have to follow which makes it more difficult for management staff. Commissioner Shearl stated that employees will come to the Commissioners due to fear of retaliation and these issues have been ongoing. He said having a separate board puts us in a tough position. Board of Health General Public member Steve Grissom said it sounds like most of the problem is about communication and asked if there is a way the Board of Health can stay and have Mr. Cabe be the answer for our board just like he is for every other department. He said all of the Board of Health members are willing to take a call but we are not getting them so we are thinking everything is working fine. Commissioner Breeden stated that the Commissioners are elected and get calls on a daily basis and he assumes that Board of Health members cannot address issues and complaints daily therefore issues cannot be addressed immediately, and without the Board of Commissioners being in

direct control it is really tough for us to do anything. Commissioner Breeden asked Attorney Ridenour for input on what an Advisory Board would look like. Mr. Ridenour read NCGS 153A-77 to explain. Board of Health Nurse member Angie Stone asked if there were other arms that operate like the health department. Mr. Cabe responded that the Department of Social Services is the same as the health department is now and the Sheriff's Department is a little different. He said the Planning Board is somewhat like what we are talking about as they serve in an advisory role to the Board of Commissioners. Board of Health Engineer member Garrett Higdon mentioned a Board of Health subcommittee that had discussed the complaint process and he said he would hate to reinvent the wheel but would like to relook at that process to be more efficient. Commissioner Shearl said they can still do that as an advisory board. Commissioner Breeden said the complaint part is just part of it; it is the action that happens after the complaint. He said we already have the person in place that takes the complaints and takes action on every other problem from all other departments. Commissioner Antoine asked if they were aware of the morale issues and how they have addressed it. Mr. Higdon said they were not aware of those issues. Board of Health Dentist member and Vice Chair Dr. Matt Corbin said the Board of Health had discussed the complaint process and board members want to be contacted about them. He said they have not had a board meeting since the discussion to finalize and discuss the details of the process. Board of Health General Public member Dr. Nathan Feibleman said he is new to the board and this information is new to him. He said as a doctor he wants to be an advisor and does not want to be involved in the structure of the department. Ms. Stone asked why Commissioner Shearl did not bring the issues to the Board of Health meetings. Commissioner Shearl replied that he was trying to deal with the people individually and that he talks to his manager about these issues. He asked if she were to hear complaints what would she do to which she responded that she would discuss them with the Health Director. Board of Health Pharmacist Courtney Patrick said what the Commissioners is suggesting is very operational, but when it comes to health issues she hopes they would still have the ability to share their expertise with the Commissioners and that they have to have a way for employees to anonymously let Board of Health members know about issues without fear of retaliation. Dr. Vargas said he is still trying to understand what is going on. He said he does not understand what the Commissioners want. He said the Board of Health has a director and indicated that she has integrity, he has known her for 20 years, and her performance is impeccable. Dr. Vargas asked if the Commissioners had spoken to her staff, and stated that people should be paid more, and more people should be hired, that the Board of Health supports the director, and it sounds like the Commissioners are wanting to overwrite her authority. Commissioner Breeden asked Attorney Ridenour to explain what having the Board of Health in an advisory role would look like. Attorney Ridenour reviewed North Carolina General Statute 153A regarding the options for a structural change and stated that a change would require passing a resolution to consider the change followed by a public hearing. Commissioner Breeden said he fears if we do not go ahead and take action we will lose some employees and asked about whether a closed session was needed to share details of the concerns and complaints, Attorney Ridenour advised that the Commissioners could not call a closed session because the health director is not their employee. He said, however, the Board of Health can have a closed session. Commissioner Antoine stated that the Commissioners are just trying to get to a common goal but because of the way the health department is set up the Commissioners cannot even go in to closed session to discuss the issues. Commissioner Breeden said nothing at all has changed and made a motion to adopt a resolution to consider the Board of Commissioners becoming the Board of Health and the Board of Health to become an advisory committee with a public hearing at the September 9, 2025, meeting. Commissioner Shields says he does not know the job description of

the health director and that the Board of Health has to take ownership of whether the health director is or is not doing her job. He said it is the Board of Health's responsibility to make sure their leader is doing her job, to make sure they know what her job description is, and hold her to that. Mr. Hermanson stated that the Board of Health knows what her job description is and she knows what her job description is and that she is evaluated every year. Commissioner Young asked who evaluates her to which Mr. Hermanson responded a subcommittee of the board. Commissioner Breeden asked HR Director Tammy Keezer to comment on the HR process at the health department and that of the county. Ms. Keezer provided an explanation of how the two systems are similar and where there are differences. Dr. Vargas stated that the Commissioners are investigating how to fire the health director, had made a motion to change the structure of the board, yet the Board of Health has not yet heard the complaint and been able to discuss this issues, nor shared the information with Ms. McGaha and heard from her. Dr. Corbin asked questions about closed sessions and if the two commissioner liaisons could be in the closed session. Attorney Ridenour advised that the Board of Health could hold a closed session with the liaisons present and anyone they feel is relevant to the purpose for which they are going in to closed session. He indicated that as long as there are no more than two commissioners present in the closed session then the Board of Health would be meeting the guidelines, but if there were three or more it would be considered a public session. Commissioner Young asked when next Board of Health meeting is and Mr. Hermanson indicated July 29th. Commissioner Young said he feels that part of the problem is that the Board of Health does not know what the problems are and therefore cannot fix them. He said he would like to have more input from the Board of Health and that input from the public is not a bad idea either. Commissioner Young said having the public hearing can set a tone, but does not mean it will go through. He said he would like to have a list of the Board of Health member phone numbers and talk to them individually and hear what they have to say. With no other discussion, Attorney Ridenour stated that the motion on the floor by Commissioner Breeden is to have a public hearing on September 9, 2025, for the purpose of considering whether the Board of Commissioners would adopt the county health department as a department within the county pursuant to NCGS 153A-77. Commissioner Shearl seconded the motion. The vote was unanimous. At 7:32 p.m. the Board of Health adjourned their meeting.

UPDATE ON PROGRESS FROM BURNINGTOWN-IOTLA FIRE AND RESCUE – Burningtown Iotla Volunteer Fire Department Chief Ken McKaskill spoke about the upcoming open house and community meeting and shared that board members should have received an invitation. He reported that the department had an inspection yesterday and that everything they set out to do has been accomplished, that they currently have 28 members on their roster, 16 of those will count toward the required members with specified training hours and by the end of July they should have 19 members with training. Commissioner asked how many of the members are Junior Firefighters to which Mr. McCaskill replied four (4) so the regular membership is 24. Commissioner Shearl asked if Cowee Volunteer Fire Department will no longer have to run their calls when they reach the 19 trained members, and Mr. McKaskill said yes that is correct. Mr. Cabe asked if it was the will of the board to remove them from probationary status if they meet their membership by the end of July. Commissioner Young said he thinks we need an update next month. No action.

CONSIDERATION AND APPROVAL OF ADDITIONAL REPAIRS AT MACON COUNTY PUBLIC LIBRARY – Planning, Permitting, and Development Director Joe Allen gave an update, indicating that the interior should be finished by July 11th and the exterior work should be completely done by mid-August. Mr.

Allen reviewed each line item in an estimate for additional repairs. Commissioner Shields made a motion, seconded by Commissioner Antoine to move \$52,281 from fund balance and amend the contract with Windriver construction to complete the project. The vote was unanimous.

UPDATE ON ENGINEERING AND DESIGN FOR PHASE 1A AND 1B

RECREATION PARK MASTER PLAN – Mr. Cabe explained the details of the updated design and requested board approval. Commissioner Shearl made a motion, seconded by Commissioner Shields to approve the amount not to exceed \$19,910 from fund balance, accompanying budget amendment, and contract amendment as applicable. The vote was unanimous.

CONSIDERATION AND APPROVAL OF LEASE AGREEMENT WITH OTTO

FIRE AND RESCUE – Mr. Cabe explained the details of the lease agreement and indicated that both the Otto Community Development Organization and the Otto Volunteer Fire and Rescue have approved the lease in the amount of \$2,000 per month which is budgeted. Commissioner Shields made a motion, seconded by Commissioner Antoine to approve the lease as requested. The vote was unanimous.

NEW BUSINESS:

DISCUSSION AND UPDATE OF HIGHLANDS PLAYGROUND - Brian Stiehler provided an update on funding including a \$350,000 contribution from Macon County, \$250,000 from the Town of Highlands, and \$747,711 in donations from the local community for a total of \$1,347,711. Mr. Stiehler said they applied for two grants and have not been awarded either of the grants. He said they are \$150,000 short and is going to ask the Town of Highlands for \$50,000 and is requesting another \$50,000 from Macon County. Mr. Stiehler said they hope to start construction as soon as the funds have been received and then have the playground open next spring. Commissioner Shearl made a motion, seconded by Commissioner Shields to commit another \$50,000 out of fund balance to the playground project. The vote was unanimous.

DISCUSSION ON EXPANDED ACCESS TO ALCOHOLIC BEVERAGES THROUGH REGULATED ON- AND OFF-PREMISES SALES

– Commissioner Breeden said he thinks this is an issue that would help businesses up and down the Georgia Road as well as Economic Development Commission projects. Commissioner Shearl said let it go to referendum in the 2026 election and let the people decide. Commissioner Antoine said whether for or against, this is something that hurts Macon County because people go out of town because we do not have things here. He said he thinks this should go on the ballot and let the people decide. Commissioner Breeden asked Attorney Ridenour to bring a couple of versions of the resolution to the next meeting. No action.

DISCUSSION REGARDING USE AND OCCUPANCY OF MULTI-USE ROOM AT NANTAHALA COMMUNITY BUILDING / LIBRARY

- Steve Bigos with Nantahala Community Development Club (NCDC) provided information about the NCDC and used a PowerPoint slide to show use of the facility, cleaning, etc. He said charging for private events and funds are used for cleaning and upkeep of the facility and requested to continue as they have been with a formal lease. Mr. Cabe handed out copies of the lease and explained the terms of the lease. Commissioner Breeden said he does not feel we need to enter in to a lease saying it is a county-owned facility and any fees need to go back to the county just like any other county facility. He said the fire panel and other things are on the NCDC side of the building and have to be accessed. Commissioner Young made some comments about the fee amounts. Commissioner Breeden indicated that the way it is being run now is working and he does not see the

reason or purpose for a lease for a community room in such as small community. Mr. Bigos spoke about the need for a lease so the NCDC could hold Bingo legally. Commissionr Young said he could support this if they cut their fees in half and the lease was on a year-to-year basis. He said this was a gift to the community from the taxpayers. Commissioner Breeden stated the lease needs to be revised to include some language about access by the library and other county entities. After discussion there was consensus among board members to bring a revised lease to the August meeting to include a fee structure. Commissioner Shearl said any activity that supports the community should supercede any private event and indicated that if we can work out something for Bingo whether an MOU or something else then lets do that instead of the lease.

CONSIDERATION AND APPROVAL OF DOGWOOD HEALTH TRUST SAVING LIVES FROM SUBSTANCE ABUSE GRANT APPLICATION - Mr. Cabe reported the desire to apply for an invitation only grant in the amount of \$300,000 to help develop the strategic plan and provide educational and training money to assist us as we go through the process to figure out how to manage the opioid money that we have been receiving. He said to facilitate the expenditure of those funds we have to have a strategic plan, develop priorities with public, and meet the reporting requirements. Mr. Shields made motion, seconded by Commissioner Breeden, for Mr. Cabe to move forward with submission of the grant application. The vote was unanimous.

CONSENT AGENDA: Upon a motion by Commissioner Breeden, seconded by Commissioner Shields, the board voted unanimously to approve the consent agenda as presented, which includes: (A) Minutes of the June 10, 2025 regular meeting, (B) Budget Amendments #1-5, (C) Grant Project Ordinance WAP FY 2026, (D) Grant Project Ordinance NC Helene Recovery WX Fund, (E) Grant Project Ordinance NC Helene Recovery WX Fund, (F) Grant Project Ordinance Amendment Duke Energy 2017 HHF, (G) Grant Project Ordinance Amendment Duke Energy Weatherization Direct Reimbursement, (H) FY 2025-2026 Juvenile Crime Prevention Council Certification and County Plan, (I) Revised and Updated Travel Policy, (J) Tax releases for the month of June 2024 in the amount of \$2,436.92, (K) Monthly ad valorem tax collection report for which no action is necessary.

APPOINTMENTS:

TOWN OF FRANKLIN PLANNING BOARD (2 SEATS) - Attorney Ridenour distributed paper ballots and read the results into the record. The applicants were Richard Brady, Janet Greene, and Debbie Tallent, and the voting results were Richard Brady and Debbie Tallent. Commissioner Antoine made a motion, seconded by Commissioner Breeden, to appoint Mr. Brady and Ms. Tallent. The vote was unanimous.

COMMUNITY FUNDING POOL (7 SEATS) - Shearl mentioned that no funding for this fiscal year was approved, although the \$75,000 from last fiscal year was rolled over to FY2025-26, and asked why we need a committee to approve funds for one year and why we continue to fund non-government organizations (NGO's). After some discussion, Commissioner Shields made a motion, seconded by Commissioner Young, to continue setting up a committee of seven people to distribute the \$75,000. Motion was 3 to 2 with Commissioners Antoine, Breeden, and Shearl opposed, and Commissioners Shields and Young in favor of the motion. Discussion regarding having a subcommittee of the Board of Commissioners to make recommendations for the distribution of funds. Commissioner Shearl made a motion, seconded by Commissioner Breeden, to form a subcommittee to take applications from the non-profits for the award of

\$75,000 funding and report back to this board for approval of distribution, and moved for Commissioner Breeden and Commissioner Antoine to serve as the subcommittee. The vote was 3 to 2, with Commissioners Shearl, Breeden, and Young voting in favor, and Commissioners Antoine and Shields opposing.

AIRPORT AUTHORITY (2 SEATS) - Attorney Ridenour distributed paper ballots and read the results into the record. The applicants were Natalie Alison, Janet Shuler, and Harold (Pete) Haithcock, and the voting results were Pete Haithcock and Janet Shuler. Commissioner Shearl made a motion, seconded by Commissioner Breeden, to appoint Ms. Shuler and Mr. Haithcock. The vote was unanimous.

CLOSED SESSION: At 9:22 p.m., upon a motion by Commissioner Breeden, seconded by Commissioner Shearl, the board voted unanimously to go into closed session as allowed under NCGS 143-318.11(a)(3) to consult with an attorney. At 9:32 p.m., upon a motion by Commissioner Breeden, 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 9:32 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

July 14, 2025

FROM: FINANCE

EXPLANATION: Carry Forward of 24-25 Concession Funds to 25-26

[illegible]

WBBZ Lynn

Lynne Kurimay, DSS AOII

Ham Cars

8/12/2025

8/12/2025

ED

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July 21, 2025

FROM: FINANCE

EXPLANATION: Carry Forward of 24-25 Special Adoption Incentive Funds to 25-26

CLERK

AMENDMENT

114370

INSURANCE PAYMENT

CLERK

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 14

DEPARTMENT: HEALTH

EXPLANATION: Carry forward unexpended grant money to current FY 26
Balance left in the expenditure line item.

[illegible]

PREPARED BY Edna Bell

REQUESTED BY DEPARTMENT HEAD Talib M. Alkhatib

RECOMMENDED BY FINANCE OFFICER Ken Cays

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS 8/12/2025

APPROVED AND ENTERED ON MINUTES DATED

CLERK

DEPARTMENT: HEALTH

Explanation: Rollover funds from FY25 Child Dental Capital Equipment to FY26 Child Dental Capital Equipment. These are the funds that were approved in FY24 for the funding of the new dental unit. Final installment payment is due in the FY26 budget year.

[illegible]

PREPARED BY Melissa Setzer

REQUESTED BY DEPARTMENT HEAD *James M. Dale*

RECOMMENDED BY FINANCE OFFICER 

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS 8/12/25

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK


DEPARTMENT: HEALTH

Explanation: Carry forward unexpended grant money from FY25 to FY26. Balance left in the expenditure line item.

[illegible]

PREPARED BY Melissa Gutger

REQUESTED BY DEPARTMENT HEAD Kathleen Harris

RECOMMENDED BY FINANCE OFFICER 

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS 8/12/25

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK

DEPARTMENT: HEALTH

Explanation: Rollover Animal Control Donations from FY25 to FY26.

[illegible]

PREPARED BY Melissa Kizer

REQUESTED BY DEPARTMENT HEAD Nathan McVale

RECOMMENDED BY FINANCE OFFICER 

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK

DEPARTMENT: HEALTH

Explanation: Carry forward grant funds that were remaining from the ASPCA Grant for Food received in FY25 to FY26. Balance left in the expenditure line item.

[illegible]

PREPARED BY Melissa Waters

REQUESTED BY DEPARTMENT HEAD *Ruth L. M. Vasc*

RECOMMENDED BY FINANCE OFFICER John C. [Signature]

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK

DEPARTMENT: HEALTH

Explanation: Carry forward grant funds that were remaining from the ASPCA Grant for Medical received in FY25 to FY26. Balance left in the expenditure line item.

[illegible]

PREPARED BY

REQUESTED BY DEPARTMENT HEAD

RECOMMENDED BY FINANCE OFFICER

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED AND ENTERED ON MINUTES DATED

CLERK

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 20

7/15/2025

DEPARTMENT: HEALTH

EXPLANATION: Received sescond grant check from Z. Smith Reynolds Foundation for the Produce Prescription Program for Swain & Macon. Need to increase budget in expenditures and revenue

[illegible]

PREPARED BY

REQUESTED BY DEPARTMENT HEADRECOMMENDED BY FINANCE OFFICER

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED AND ENTERED ON MINUTES DATED

CLERK

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 21

Date: 7/16/2025

DEPARTMENT: HEALTH

Explanation: MCPH was awarded an unexpected one time grant from Community Care of North Carolina for Brining Value Home Innovation Funding.

[illegible]

PREPARED BY

REQUESTED BY DEPARTMENT HEADRECOMMENDED BY FINANCE OFFICER

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED AND ENTERED ON MINUTES DATED

CLERK

DEPARTMENT: HEALTH

Explanation: AA117 has been received for FY26 with an increase of funds to be added to the current budget.

AL#93.967

[illegible]

PREPARED BY

REQUESTED BY DEPARTMENT HEAD

RECOMMENDED BY FINANCE OFFICER

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED AND ENTERED ON MINUTES DATED

CLERK

DEPARTMENT: HEALTH

Explanation: Moving Medicaid Cost Settlement funds to Adult Health to cover the cost of one PHN I (clinic nurse) position through Alliance as a contracted position.

[illegible]

PREPARED BY

REQUESTED BY DEPARTMENT HEAD

RECOMMENDED BY FINANCE OFFICER

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK

MACON COUNTY BUDGET AMENDMENT

AMENDMENT # 24

Date: 7/24/2025

DEPARTMENT: HEALTH

Explanation: Moving Medicaid Cost Settlement funds to Dental to cover the cost of one Nomad Handheld Intraoral X-Ray machine.

[illegible]

PREPARED BY

REQUESTED BY DEPARTMENT HEAD

RECOMMENDED BY FINANCE OFFICER

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK

DEPARTMENT: HEALTH

Explanation: Moving Medicaid Cost Settlement funds to Adult Health to cover the cost of stand for IQVitals BP Monitoring system.

[illegible]

PREPARED BY

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 # 26

EXPLANATION	HVAC, lift station, generator
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CLERK

AMENDMENT # 27

DEPARTMENT: SENIOR SERVICES

[illegible]

Paul B. H.

Don Cas

8/12/25

APPROVED AND ENTERED ON MINUTES DATED _____
CLERK

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 28

FROM: Lindsay Leopard

DEPARTMENT: Sheriff's Office

EXPLANATION: Appropriate unspent drug buy money.

[illegible]

REQUESTED BY DEPARTMENT HEAD

Sherriff Brent Hollocks

RECOMMENDED BY FINANCE OFFICER

Дет Скуз

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

8/12/2025

APPROVED AND ENTERED ON MINUTES DATED

CLERK

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 29

FROM: Lindsay Leopard

DEPARTMENT: Sheriff's Office

EXPLANATION: Appropriate funds for orders placed and not received by 6/30/2025.

[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 # 30

FROM: Lindsay Leopard

DEPARTMENT: Sheriff's Office

EXPLANATION: Appropriate donations for National Night Out event.

[illegible]

REQUESTED BY DEPARTMENT HEAD Sherriff Brent Holbrook

RECOMMENDED BY FINANCE OFFICER John Cazo

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 8/12/22

APPROVED AND ENTERED ON MINUTES DATED.

CLERK

AMENDMENT # 31

FROM: Brent Holbrooks

DEPARTMENT: Sheriff

EXPLANATION: Funds transfer for vehicle repair.

[illegible]

REQUESTED BY DEPARTMENT HEAD Shelly Grant Hollings

RECOMMENDED BY FINANCE OFFICER

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED AND ENTERED ON MINUTES DATED

CLERK

AMENDMENT # 32

FROM: Lindsay Leopard

DEPARTMENT: State, Federal, and Treasury Forfeiture Funds

EXPLANATION: Appropriation of fund balance and current year revenue into FY 25-26.

[illegible]

REQUESTED BY DEPARTMENT HEAD Shawn Brent Holbrook

RECOMMENDED BY FINANCE OFFICER 

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 8/12/25

APPROVED AND ENTERED ON MINUTES DATED

CLERK

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 33

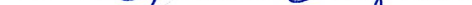
FROM: FINANCE

DEPARTMENT: TRANSIT

EXPLANATION: Appropriate funds from the sale of fixed assets

[illegible]

REQUESTED BY DEPARTMENT HEAD: 

RECOMMENDED BY FINANCE OFFICER: 

APPROVED BY COUNTY MANAGER: _____

ACTION BY BOARD OF COMMISSIONERS: 8/12/2025

APPROVED AND ENTERED ON MUNIS DATED:_____

CLERK: _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 34

FROM: Leigh Tabor

DEPARTMENT: Veteran Services

EXPLANATION: Veteran Stand Down

[illegible]

REQUESTED BY DEPARTMENT HEAD Leigh Tabor

RECOMMENDED BY FINANCE OFFICER Tom Clay

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS 8/12/25

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK

AMENDMENT

35

DEPARTMENT

Solid Waste

EXPLANATION

Engineering fees - carry forward from FY25

[illegible]

REQUESTED BY DEPARTMENT HEAD

\mathcal{P}_i con

RECOMMENDED BY FINANCE OFFICER

Adm. Cargante

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

$$8/12)25$$

APPROVED & ENTERED ON MINUTES DATED _____

CLERK

AMENDMENT

36

Solid Waste

Baler fire insurance proceeds - carry forward

REQUESTED BY DEPARTMENT HEAD	J. Picon
RECOMMENDED BY FINANCE OFFICER	John Carpenter
APPROVED BY COUNTY MANAGER	
ACTION BY BOARD OF COMMISSIONERS	8/12/25
APPROVED & ENTERED ON MINUTES DATED	
CLERK	

NORTH CAROLINA
MACON COUNTY

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 12th day of August, 2025, by and between the COUNTY of MACON, a political subdivision of the State of North Carolina, (hereinafter referred to as "County"), and THE FRANKLIN AREA CHAMBER OF COMMERCE, INC., a not for profit corporation duly authorized to do business in the State of North Carolina (herein after referred to as "Chamber").

1. SCOPE OF SERVICES. Chamber hereby agrees to provide the Travel and Tourism Development services under this Contract within the Franklin Travel and Tourism District pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made part hereof.

Further, Chamber agrees to provide Travel and Tourism Development services under this Contract within the Nantahala Travel and Tourism District pursuant to the provisions and specifications identified in "Attachment 2" (hereinafter collectively referred to as "Services"). Attachment 2 is hereby incorporated herein and made a part hereof

2. TERM OF CONTRACT. The Term of this Contract for services is from July 1, 2025, through June 30, 2026. This contract may be renewed annually upon written agreement by the County and Chamber.
3. PAYMENT TO CHAMBER. Except as otherwise provided for in this Paragraph #3, Chamber shall receive from County a monthly amount not to exceed the amount of the occupancy tax under S.L. 1985-969 collected by the County from hotels, motels, inns, and similar places known by County to be within The Franklin Travel and Tourism District which consists of the Franklin, Millshoal, Ellijay, Smithbridge, Cartoogechaye, Cowee and Burningtown Townships of Macon County, North Carolina, during the preceding month, less administrative expenses of Macon County, as compensation for the provision of Services within The Franklin Travel and Tourism District. However, notwithstanding the foregoing, all occupancy taxes heretofore and hereafter collected by Airbnb and other companies which operate in a similar fashion to Airbnb and which are remitted to Macon County with inadequate information to identify the owner of the property temporarily rented and the Township or address of the property temporarily rented for which such occupancy taxes were collected shall be used to promote travel and tourism within the following Travel and Tourism Districts in the following percentages, less any administrative fee due the County pursuant to applicable law:

- A. The Highlands Travel and Tourism District: 71.04%;
- B. The Nantahala Travel and Tourism District: 6.22%; and
- C. The Franklin Travel and Tourism District: 22.74%.

The Chamber shall receive the percentage of such occupancy taxes set forth hereinabove for The Franklin Travel and Tourism District and the same shall be additional compensation for the provision of Services within The Franklin Travel and Tourism District. County agrees to pay Chamber at the rates specified for Services, performed to the satisfaction of the County, in accordance with this Contract, and Attachment 1.

The Occupancy Taxes received by Chamber from County for use in the Franklin Travel and Tourism District shall be used to promote travel and tourism within the Franklin Travel and Tourism District only.

Further, Chamber shall receive from County a monthly amount not to exceed the amount of the occupancy tax under S.L. 1985-969 collected by the County from hotels, motels, inns, and similar places known by the County to be within The Nantahala Travel and Tourism District which consists of the Nantahala Township of Macon County, North Carolina, during the preceding month, less administrative expenses of Macon County, as compensation for the provision of Services within The Nantahala Travel and Tourism District. However, notwithstanding the foregoing, all occupancy taxes heretofore and hereafter collected by Airbnb and other companies which operate in a similar fashion to Airbnb and which are remitted to Macon County with inadequate information to identify the owner of the property temporarily rented and the Township or address of the property temporarily rented for which such occupancy taxes were collected shall be used to promote travel and tourism within the following Travel and Tourism Districts in the following percentages, less any administrative fee due the County pursuant to applicable law:

- A. The Highlands Travel and Tourism District: 71.04%;
- B. The Nantahala Travel and Tourism District: 6.22%; and
- C. The Franklin Travel and Tourism District: 22.74%.

The Chamber shall receive the percentage of such occupancy taxes set forth hereinabove for The Nantahala Travel and Tourism District and the same shall be additional compensation for the provision of Services within The Nantahala Travel and Tourism District. County agrees to pay Chamber at the rates specified for Services, performed to the satisfaction of the County, in accordance with this Contract, and Attachment 2.

NOTWITHSTANDING THE FOREGOING, all such compensation for the provision of

Services within The Nantahala Travel and Tourism District by Chamber hereunder shall be held in an account by County and upon the submission of invoices to County by Chamber for the provision of services, overhead, materials and/or equipment for the promotion of travel and tourism in the Nantahala Travel and Tourism District in accordance with this Service Contract, County shall review the same, code them and pay the same from such account to the extent such account contains sufficient funds to pay the same. County shall provide Chamber a monthly statement of the occupancy taxes collected by the County for use within The Nantahala Travel and Tourism District for the preceding month in order to let Chamber know that amount, less the administrative expenses withheld by County.

The Occupancy Taxes received by Chamber from County for use in the Nantahala Travel and Tourism District shall be used to promote travel and tourism with the Nantahala Travel and Tourism District only.

4. **INDEPENDENT CONTRACTOR.** County and Chamber agree that Chamber is an independent contractor and shall not represent itself as an agent or employee of County for any purpose in the performance of Chamber's duties under this Contract. Accordingly, Chamber shall be responsible for payment of all federal, state and local taxes as well as applicable business license fees arising out of Chamber's activities in accordance with this Contract. For purposes of this Contract, taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.
Chamber, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations.
5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, Chamber shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from Chamber's performance of this Contract or the actions of the Chamber or its officials, or employees under this Contract or under contracts entered into by the Chamber in connection with this Contract. This indemnification shall survive the termination of this Contract. In addition, Chamber shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act.
6. **HEALTH AND SAFETY.** Chamber shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
7. **NON-DISCRIMINATION IN EMPLOYMENT.** Chamber shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin,

or disability. In the event Chamber is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by County, and Chamber may be declared ineligible for further County contracts.

8. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Macon and the State of North Carolina.
9. **TERMINATION OF AGREEMENT.** This Contract may be terminated, without cause, by either party upon ninety (90) days written notice to the other party. This termination period shall begin upon receipt of the notice of termination. This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party in writing of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

10. **RECORD KEEPING.** The Chamber shall furnish to the County a copy of the Chamber's payroll for any employees funded by County monies on at least a quarterly basis showing the wages paid to such employees who perform work pursuant to this Contract. Chamber employees' social security numbers shall be confidential in accordance with applicable law(s). The hourly rate shall be made available to the County Manager.

Funds provided under his Contract shall not be used to pay for employees for work which is connected with general Chamber activities conducted outside of the scope of this Contract. Funds provided under this Contract shall not be used to pay for promotional materials or activities which are connected with general Chamber activities conducted outside the scope of this Contract.

11. **SUCCESSORS AND ASSIGNS.** Chamber shall not assign its interest in this Contract without the written consent of County. Chamber has no authority to enter into contract on behalf of County.
12. **COMPLIANCE WITH LAWS.** Chamber represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

13. NOTICES. All notices which may be required by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:
- | | |
|----------------------|------------------------------|
| COUNTY OF MACON | THE FRANKLIN AREA CHAMBER OF |
| ATTN: County Manager | COMMERCE, INC. |
| 5 West Main St. | ATTN: Linda Harbuck |
| Franklin, NC 28734 | 98 Hyatt Road |
| | Franklin, NC 28734 |
14. AUDIT RIGHTS. For all Services being provided hereunder, County shall have the right to inspect, examine, and make copies of all books, accounts, invoices, records and other writings relating to the performance of said Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Chamber must make the materials to be audited available within one (1) week of the request for them.
- In addition, Chamber shall, at its own expense, cause an annual audit of its financial statements to be performed and provide County with a copy of the annual audit.
15. COUNTY NOT RESPONSIBLE FOR EXPENSES. County shall not be liable to Chamber for any expenses paid or incurred by Chamber, unless otherwise agreed in writing.
16. EQUIPMENT. Chamber shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
17. REPORTS. Chamber shall make semi-annual reports of activities to the Franklin-Nantahala Area Tourism Development Commission.
18. Chamber hereby acknowledges receipt of a copy of, and expressly agrees to the terms and provisions of the Macon County Commissioners' Resolution Amending in Part the Resolution Creating the Franklin-Nantahala Area and The Highlands Area Tourism and Development Commissions, which was adopted on June 11, 2019.
19. ENTIRE AGREEMENT. This Contract and the attached documents labeled "Attachment 1" and "Attachment 2" shall constitute the entire understanding between County and Chamber and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
20. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

IN TESTIMONY WHEREOF, the County of Macon has caused these presents to be signed in its name by its County Manager, and Chamber, acting under and by virtue of the authority in them vested, has hereunto set their hand and seal, the day and year first written above.

COUNTY OF MACON

By: _____
Warren Cabe, Interim County Manager

THE FRANKLIN AREA CHAMBER OF COMMERCE, INC.

By: _____
Authorized Representative

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

Macon County Finance Officer

Attachment 1:

Scope of Services:

Provide Space and Staffing for a Visitor Information Center;

Provide maintenance and supplies for a Visitor Center, including parking, public restrooms and beautification of grounds;

Provide insurance and utilities for visitor center operations;

Provide staff for answering phones and responding to tourism requests;

Provide staff, materials and equipment for preparing and mailing tourism information packages;

Pay staff payroll expenses and insurance;

Maintain a website providing tourism information for Macon County;

Provide staff for bookkeeping and reporting;

Prepare and distribute advertising and promotional materials and press releases;

Maintain a database of local photos for use in advertising and promotion;

Maintain contacts and work cooperatively with local and regional organizations to promote tourism;

Develop and coordinate printing and production of brochures, guides, maps, etc.;

Produce and promote events to attract tourist to Macon County;

Provide telecommunications services and equipment; and

Provide office equipment and materials.

Attachment 2:

Scope of Services:

Provide insurance and utilities for operations;

Provide staff for answering phones and responding to tourism requests;

Provide staff, materials and equipment for preparing and mailing tourism information packages;

Pay staff payroll expenses and insurance;

Maintain a website providing tourism information for Macon County;

Provide staff for bookkeeping and reporting;

Prepare and distribute advertising and promotional materials and press releases;

Maintain a database of local photos for use in advertising and promotion;

Maintain contacts and work cooperatively with local and regional organizations to promote tourism;

Develop and coordinate printing and production of brochures, guides, maps, etc.;

Produce and promote events to attract tourist to Macon County;

Provide telecommunications services and equipment; and

Provide office equipment and materials.

NORTH CAROLINA
MACON COUNTY

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 12th day of August, 2025, by and between the COUNTY of MACON, a political subdivision of the State of North Carolina, (hereinafter referred to as "County"), and HIGHLANDS AREA CHAMBER OF COMMERCE, INC., a not for profit corporation duly authorized to do business in the State of North Carolina (herein after referred to as "Chamber").

1. SCOPE OF SERVICES. Chamber hereby agrees to provide the Travel and Tourism Development services under this Contract within the Highlands Area Travel and Tourism District(s) pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made part hereof.
2. TERM OF CONTRACT. The Term of this Contract for services is from July 1, 2025, through June 30, 2026. This contract may be renewed annually upon written agreement by the County and Chamber.
3. PAYMENT TO CHAMBER. Except as otherwise provided for in this Paragraph #3, Chamber shall receive from County a monthly amount not to exceed the amount of the occupancy tax under S.L. 1985-969 collected by the County from hotels, motels, inns, and similar places known by County to be within The Highlands Travel and Tourism District which consists of the Flats, Sugarfork, and Highlands Townships of Macon County, North Carolina, during the preceding month, less administrative expenses of Macon County, as compensation for the provision of Services. However, notwithstanding the foregoing, all occupancy taxes heretofore and hereafter collected by Airbnb and other companies which operate in a similar fashion to Airbnb and which are remitted to Macon County with inadequate information to identify the owner of the property temporarily rented and the Township or address of the property temporarily rented for which such occupancy taxes were collected shall be used to promote travel and tourism within the following Travel and Tourism Districts in the following percentages, less any administrative fee due the County pursuant to applicable law:
 - A. The Highlands Travel and Tourism District: 71.04 %;
 - B. The Nantahala Travel and Tourism District: 6.22 %; and
 - C. The Franklin Travel and Tourism District: 22.74 %.

The Chamber shall receive only the percentage of such occupancy taxes set forth hereinabove for The Highlands Travel and Tourism District and the same shall be additional compensation for the provision of Services. County agrees to pay Chamber at the rates specified for Services, performed to the satisfaction of the County, in accordance with this Contract, and Attachment 1.

4. **INDEPENDENT CONTRACTOR.** County and Chamber agree that Chamber is an independent contractor and shall not represent itself as an agent or employee of County for any purpose in the performance of Chamber's duties under this Contract. Accordingly, Chamber shall be responsible for payment of all federal, state and local taxes as well as applicable business license fees arising out of Chamber's activities in accordance with this Contract. For purposes of this Contract, taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

Chamber, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations.

5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, Chamber shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from Chamber's performance of this Contract or the actions of the Chamber or its officials, or employees under this Contract or under contracts entered into by the Chamber in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, Chamber shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act.

6. **HEALTH AND SAFETY.** Chamber shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
7. **NON-DISCRIMINATION IN EMPLOYMENT.** Chamber shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event Chamber is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by County, and Chamber may be declared ineligible for further County contracts.

8. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Macon and the State of North Carolina.
9. **TERMINATION OF AGREEMENT.** This Contract may be terminated, without cause, by either party upon ninety (90) days written notice to the other party. This termination period shall begin upon receipt of the notice of termination.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party in writing of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

10. **RECORD KEEPING.** The Chamber shall furnish to the County a copy of the Chamber's payroll for any employees funded by County monies on at least a quarterly basis showing the wages paid to such employees who perform work pursuant to this Contract. Chamber employees' social security numbers shall be confidential in accordance with applicable law(s). The hourly rate shall be made available to the County Manager.

Funds provided under this Contract shall not be used to pay for employees for work which is connected with general Chamber activities conducted outside of the scope of this Contract. Funds provided under this Contract shall not be used to pay for promotional materials or activities which are connected with general Chamber activities conducted outside the scope of this Contract.

11. **SUCCESSORS AND ASSIGNS.** Chamber shall not assign its interest in this Contract without the written consent of County. Chamber has no authority to enter into contract on behalf of County.
12. **COMPLIANCE WITH LAWS.** Chamber represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.
13. **NOTICES.** All notices which may be required by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF MACON
ATTN: County Manager
5 West Main St.
Franklin, NC 28734

HIGHLANDS AREA CHAMBER OF COMMERCE
ATTN: Kaye McHan
P.O. Box 62
Highlands, NC 28741

14. **AUDIT RIGHTS.** For all Services being provided hereunder, County shall have the right to inspect, examine, and make copies of all books, accounts, invoices, records and other writings relating to the performance of said Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Chamber must make the materials to be audited available within one (1) week of the request for them.

In addition, Chamber shall, at its own expense, cause an annual audit of its financial statements to be performed and provide County with a copy of the annual audit.

15. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** County shall not be liable to Chamber for any expenses paid or incurred by Chamber, unless otherwise agreed in writing.
16. **EQUIPMENT.** Chamber shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
17. **REPORTS.** Chamber shall make semi-annual reports of activities to the Highlands Area Tourism Development Commission.
18. Chamber hereby acknowledges receipt of a copy of, and expressly agrees to the terms and provisions of the Macon County Commissioners' Resolution Amending in Part the Resolution Creating the Franklin-Nantahala Area and The Highlands Area Tourism and Development Commissions which was adopted on June 11, 2019.
19. **ENTIRE AGREEMENT.** This Contract and the attached document labeled "Attachment 1" shall constitute the entire understanding between County and Chamber and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
20. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

IN TESTIMONY WHEREOF, the County of Macon has caused these presents to be signed in its name by its County Manager, and Chamber, acting under and by virtue of the authority in them vested, has hereunto set their hand and seal, the day and year first written above.

COUNTY OF MACON

By: _____
Warren Cabe, Interim County Manager

HIGHLANDS AREA CHAMBER OF COMMERCE, INC.

By: _____
Authorized Representative

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

Macon County Finance Officer

ATTACHMENT 1

SCOPE OF SERVICES

The purpose of this Contract is to set forth the rights, obligations and responsibilities of the Highlands Area Chamber of Commerce to perform the functions of travel and tourism development for the County on a contract basis. The Chamber's extensive knowledge of the Highlands area community and its strong relationships with business, political, government and educational leaders allows the chamber to effectively serve the County's needs. To assist with the promotion and expansion of travel and tourism to Macon County, the Chamber shall provide the following services in the Highlands Area Travel and Tourism District(s):

1. Major Responsibilities:

- A. Visitor Center Operators
- B. Tourism and Travel Promotion
- C. Marketing
- D. Communications

2. Reporting:

The Chamber shall furnish the County Manager or his designee the following periodic reports, including an accounting for the expenditures of County funds pertaining to the Services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Additionally, the Chamber shall provide:

- A. Communication from the Chamber on progress to targeted travel and tourism sectors as requested by the County and/or the TDC, in such form as the parties may agree.
- B. A semi-annual report presented to the TDC each January and July.

2023 STATEWIDE MUTUAL AID AGREEMENT

FOR THE COUNTY OF MACON

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters.

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;
4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery.

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.12(1) the North Carolina Division of Emergency Management is delegated the powers and duties from the Governor and Secretary of Public Safety to coordinate the activities of all State agencies for emergency management within the State;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times.

THEREFORE, pursuant to G.S. 166A-19.72 and Article 20 of Chapter 160A, these entities agree to enter into this Agreement for reciprocal emergency management aid and

2023 STATEWIDE MUTUAL AID AGREEMENT

assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

SECTION I. DEFINITIONS

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" include personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident or which may be otherwise be defined in G.S. § 166A-19.3(6).

"Emergency Area" The geographical area covered by a state of emergency.

"Incident" means an occurrence, natural or manmade, that necessitates a response to protect life or property. In this Agreement, the word "incident" includes planned events as well as emergencies and/or disasters of all kinds and sizes.

"Local Emergency Management Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15. It also means any incorporated municipalities emergency management agencies or joint county and incorporated municipalities emergency management agencies.

"Party" means a governmental entity which has adopted and executed this Agreement.

2023 STATEWIDE MUTUAL AID AGREEMENT

“Planned Event” means an incident that is a scheduled nonemergency activity including but not limited to elections, sporting event, concert, parade, funeral coverage, or fairs.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

“State of Emergency” means a finding that an emergency exists by the Governor or General Assembly acting under the authority in G.S. 166A-19.20 or by a governing body of a county or a municipality, or by a mayor or chair of the board of county commissioners acting under the authority of G.S. 166A.

SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO

RIGHT OF ACTION FOR THIRD PARTIES

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own residents. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

2023 STATEWIDE MUTUAL AID AGREEMENT

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

(i) Mutual aid and assistance shall not be requested unless Recipient deems its resources are inadequate to respond to an imminent or actual emergency. When Recipient becomes affected by an emergency, incident or planned event and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed up with a notification to the Division of Emergency Management's 24-Hour Watch whether directly, through WebEOC, or through the appropriate Division of Emergency Management Operations Regional Branch. The Division shall maintain a record of the notification.

A. REQUIRED INFORMATION: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. Emergency Area and Status: A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is needed, imminent, in progress, or has already occurred) and of the damage sustained to date;
2. Services: Identification of the service function(s) for which assistance is needed and the type of assistance needed;
3. Infrastructure Systems: Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;
4. Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. Provider's Traveling Employee Needs--Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.
6. Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

2023 STATEWIDE MUTUAL AID AGREEMENT

Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

B. STATE AND FEDERAL ASSISTANCE: Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Emergency Management Agency

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by the Recipient/Local Emergency Management Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the Recipient/Local Emergency Management Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Emergency Management Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and

4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Emergency Management Agency, the Local Emergency Management Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Emergency Management Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor or point of contact for equipment only missions. As soon as

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practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with FEMA Public Assistance Guidelines in addition to the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses. The Provider may waive some or all requirements for reimbursement, however such an agreement must be documented in the request and/or offer of assistance.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient

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shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

- B. Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition.

At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

- C. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

2023 STATEWIDE MUTUAL AID AGREEMENT

D. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred, applicable Office of Management and Budget (OMB) Circulars, state and local laws and regulations.

E. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

F. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the North Carolina General Statutes, due to personal injury or death occurring during the period such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

2023 STATEWIDE MUTUAL AID AGREEMENT

SECTION X. IMMUNITY

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

2023 STATEWIDE MUTUAL AID AGREEMENT

SECTION XIII. AMENDMENTS

Manner-- This Agreement may be modified at any time upon the mutual written consent of the Recipient and Provider Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

2023 STATEWIDE MUTUAL AID AGREEMENT

SECTION XVII. EFFECTIVE DATE

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

2023 STATEWIDE MUTUAL AID AGREEMENT

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

DIVISION OF EMERGENCY MANAGEMENT/DEPARTMENT OF PUBLIC SAFETY

BY:

Eddie M. Buffaloe, Jr.
Secretary

Department of
Public Safety

Date:

BY:

William C. Ray, Director
Division of Emergency
Management

Date:

LOCAL GOVERNMENT UNIT

By:

Chief Executive Officer/Local
Government Name:

Title:

Date:

Witness:

APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel/Department of Public Safety

Date:

2023 STATEWIDE MUTUAL AID AGREEMENT

Attachment 1

List of Authorized Representatives to Contact for Emergency Assistance

The Statewide Mutual Aid Agreement signed by Josh Young on August 12, 2025 authorizes: Macon County Emergency Management Coordinator to maintain and update the primary and alternative representatives. The primary and alternatives may be updated as needed without the formal re-execution of the Statewide Mutual Aid agreement.

PRIMARY REPRESENTATIVE

NAME: Jimmy Teem

TITLE: Fire Marshal

DAY PHONE: 828-349-2067

NIGHT PHONE: 828-349-2061

CELL PHONE:

FAX:

FIRST ALTERNATE REPRESENTATIVE

NAME: Todd Seagle

TITLE: 911 Director

DAY PHONE: 828-349-2067

NIGHT PHONE: 828-349-2061

CELL PHONE:

FAX:

SECOND ALTERNATE REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

Macon County Voluntary Shared Leave Program

Administering Office: Human Resources

Any employee may donate leave to an employee who has been approved to receive voluntary shared leave because of a medical condition of the employee or of a member of the employee's immediate family (as defined by Macon County Personnel Policy, Article VII, Section 12) that will require the employee's absence from work for a prolonged ~~period of time~~period. On a case-by-case basis, limited voluntary shared leave may be approved for employees who do not have a sufficient balance of accrued leave (see Special Circumstances section below).

The following provisions govern the scope and operations of the voluntary shared leave program for Macon County employees.

A. PURPOSE

To permit voluntary sharing of vacation or sick leave among county employees for the benefit of employees who exhaust all their earned leave due to serious and prolonged medical conditions. ~~An immediate family member may donate annual or sick leave to another immediate family member. A non-family member may donate only annual leave to another employee.~~ Employees may donate annual or sick leave to another employee, however, sick leave can only be donated for an employee experiencing a medical condition for themselves or an immediate family member.

B. SCOPE

This policy applies to all county employees in leave-earning positions, both subject to and exempt from the State Personnel Act.

C. POLICY

In case of a serious and prolonged medical condition, ~~any full- or permanent part-time~~ employee may apply or be nominated to become a recipient of leave transferred from other employees.

The intent of this policy is to allow one employee to assist another who is experiencing a serious, prolonged medical condition. The policy is not intended to apply to incidental, routine, or short-term medical conditions, except as specified in the Special Circumstances section below.

Eligibility for participation depends upon there being a medical condition which will cause an employee to be absent from work for a prolonged ~~period of time~~period (typically 20 consecutive workdays); the absence will be the result either of personal illness or of caring for an immediate family member; and the employee will incur substantial loss of income due to limited accumulation in his/her leave account.

~~The use of vacation or sick leave on a shared basis for any purpose other than that specified by this policy is prohibited.~~

Establishment of a leave "bank" for use by unspecified employees is prohibited as employees are encouraged to maintain an adequate leave balance in the event of unplanned situations.

An employee may not directly or indirectly intimidate, threaten, or coerce any other employee for the purpose of interfering with any right which the latter may have with respect to donating, receiving, or using vacation or sick leave under this program. Such action by an employee shall be grounds for disciplinary action up to and including dismissal on the basis of detrimental personal conduct. Individual leave records are confidential, and only individual employees may reveal their transfer or receipt of leave. The donor is not permitted to receive remuneration for the leave transferred.

An eligible employee may apply or be nominated by a fellow employee for participation in the program. The non-relative employee donor will not be allowed to transfer annual leave when the result of such transfer will exhaust that employee's annual leave to less than 40 hours. The Human Resource Director and the County Manager will approve or disapprove participation by employees from their respective departments.

Participation in the shared leave program, either as donor or recipient, is subject to limitations with respect to eligibility, minimum and maximum transfers, type of leave transferred, verification of medical condition, and disposition of unused leave, among others. These requirements, as well as procedures and forms for the shared leave program, are available upon request at the Macon County Human Resources Office.

Special Circumstances - On a case-by-case basis, limited voluntary shared leave may be approved for employees who do not have a sufficient balance of accrued leave when experiencing a death in the family*, serious, prolonged medical condition of a family member**, loss of home or property due to a natural disaster, or other extenuating circumstance, or newly employed with an unplanned family* illness, etc.

* As defined in Article VII, Section 27 of the Macon County Personnel Policy

**As defined in Article VII, Section 13 of the Macon County Personnel Policy

BOC Approved – 11.13.12

Amended 08.12.25

ARTICLE XI. PERSONNEL RECORDS

Section 1. Records

The Human Resources Director will retain records necessary for the proper administration of the personnel system. (See Below)

Section 2. Public Information

In compliance with GS 153A-98, the following information with respect to each County employee is a matter of public record: name; age; date of original employment or appointment to the service; the terms of any contract by which the employee is employed whether written or oral, past and current, to the extent that the county has the written contract or a record of the oral contract in its possession, current position title; current salary; date and amount of ~~the most recent~~each increase or decrease in salary; date and type of ~~the most~~each recent promotion, demotion, transfer, suspension, separation, or other change in position classification; date and general description of the reasons for each promotion, date and type of each dismissal, suspension, or demotion for disciplinary reasons, a copy of the written notice of the final decision setting forth the specific acts of omissions that are the basis of a dismissal, and the office to which the employee is currently assigned. Any person may have access to this information for the purpose of inspection, examination, and copying, during regular business hours, subject only to such rules and regulations for the safekeeping of public records as the County may adopt.

Section 3. Access to Confidential Records

All information contained in a County employee's personnel file, other than the information mentioned above, is confidential and shall be open to inspection only in the following instances:

- 1) The employee or his/her duly authorized agent may examine all portions of his/her personnel file except letters of reference solicited prior to employment, and information concerning a medical disability, mental or physical, that a prudent physician would not divulge to the patient.
- 2) A licensed physician designated in writing by the employee may examine the employee's medical record.
- 3) A County employee having supervisory authority over the employee may examine all material in the employee's personnel file.
- 4) By order of a court of competent jurisdiction, any person may examine ~~all material in the employee's personnel file~~such portion of an employee's personnel file as may be ordered by the court.
- 5) An official of an agency of the State or ~~f~~Federal ~~g~~Government, or any political subdivision of the State, may inspect any portion of a personnel file when such inspection is deemed by the ~~County Manager~~Human Resource Director to be necessary and essential to the ~~pursuit~~pursuance of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee, or for the purpose of assisting in an investigation of the employee's tax liability.

However, the official having custody of the personnel records may release the name, address, and telephone number from a personnel file for the purpose of assisting in a criminal investigation.

6) An employee may sign a written release to be placed in his/her personnel file that permits the record custodian to provide, either in person, by telephone, or by mail, information specified in the release to prospective employers, educational institutions, or other persons specified in the release.

7) The County Manager, with the concurrence of the Board, may inform any person of the employment, non-employment, promotion, demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of a ~~County~~county employee, and the reasons for that action. Before releasing that information, the County Manager shall determine in writing that the release is essential to maintaining public confidence in the administration of county services or to maintaining the level and quality of ~~c~~County services. The written determination shall be retained in the County Manager's or County Clerk's office, is a record for public inspection, and shall become a part of the employee's personnel file.

Even if considered part of an employee's personnel file, the following information need not be disclosed to an employee nor to any other person:

- (1) Testing or examination material used solely to determine individual qualifications for appointment, employment, or promotion in the county's service, when disclosure would compromise the objectivity or the fairness of the testing or examination process.
- (2) Investigative reports or memoranda and other information concerning the investigation of possible criminal actions of an employee, until the investigation is completed and no criminal action taken, or until the criminal action is concluded.
- (3) Information that might identify an undercover law enforcement officer or a law enforcement informer. (4) Notes, preliminary drafts and internal communications concerning an employee. In the event such materials are used for any official personnel decision, then the employee or his duly authorized agent shall have a right to inspect such materials.

The board of county commissioners may permit access, subject to limitations they may impose, to selected personnel files by a professional representative of a training, research, or academic institution if that person certifies that he will not release information identifying the employees whose files are opened and that the information will be used solely for statistical, G.S. 153A-research, or teaching purposes. This certification shall be retained by the county as long as each personnel file so examined is retained. (

Even if considered part of an employee's personnel file, the following information regarding any sworn law enforcement officer shall not be disclosed to an employee or any other person, unless disclosed in accordance with G.S. 132-1.4, or in accordance with G.S. 132-1.10, or for the personal safety of that sworn law enforcement officer or any other person residing in the same residence:

(1) Information that might identify the residence of a sworn law enforcement officer.

(2) Emergency contact information.

(3) Any identifying information as defined in G.S. 14-113.20. (

Information shall be provided to the State Board of Elections from employee personnel records as provided in G.S. 163-22.

The Board of County Commissioners may establish procedures for all personnel files containing information other than the public information mentioned above whereby an employee who objects to material may seek to have the material removed from the file or may place in the file a statement relating to the material.

Section 4. Personnel Actions and Records

The Human Resources Director, with the approval of the County Manager, will prescribe necessary forms and reports for all personnel actions and will retain records necessary for the proper administration of the personnel system. The official personnel files are those which are maintained by the Human Resources Department*. These files shall contain documents such as employment applications and related materials, records of personnel actions, documentation of employee warnings, disciplinary actions, performance evaluations, retirement and insurance records, letters of recommendation, and other personnel-related documents. Any documents not contained in these files or maintained as designated by the Human Resources Director are not an official part of the personnel file.

- Effective July 1, 2025, the Macon County Sheriff will maintain the official file of those employees for whom he/she has hiring, discharge and supervisory authority, with a copy of the documents listed in Section 4 above, submitted to the Human Resource Director for inclusion in the County's personnel file.

Section 5. Records of Former Employees

The provisions for access to records apply to former employees as they apply to present employees.

Section 6. Remedies of Employees Objecting to Material in File

An employee who objects to material in his/her file may place a statement in the file relating to the material considered to be inaccurate or misleading. The employee may seek removal of such material in accordance with established grievance procedures.

Section 7. Penalties for Permitting Access to Confidential Records

Section 153A-98 of the General ~~Statues~~ Statutes provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by

the designated custodian, is guilty of a misdemeanor and upon conviction shall be fined in an amount consistent with the General Statutes.

Section 8. Examining and/or Copying Confidential Material without Authorization

Section 153A-98 of the General Statutes of North Carolina provides that any person, not specifically authorized to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, remove or copy any portion of a confidential personnel file shall be guilty of a misdemeanor and upon conviction shall be fined consistent with the General Statutes.

Section 9. Destruction of Records Regulated

No public official may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with GS 121.5 (b), without the consent of the State Department of Cultural Resources. Whoever unlawfully removes a public record from the office where it is usually kept, or whoever, alters, defaces, mutilates, or destroys it, will be guilty of a misdemeanor and, upon conviction, will be fined in an amount provided in Chapter 132.3 of the General Statutes.

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

Macon County
Advalorem Tax Collections Report
Year To Date July 2025 Tax Year 2025

TAX YEAR 2025 Month To Date July 2025 Tax Year 2025

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance
General Tax	0.00	34,239,493.40	0.00	0.00	-946.38	34,238,547.02	-1,168,463.05	33,070,083.97
Fire Districts	0.00	5,297,998.79	0.00	0.00	-174.95	5,297,823.84	-186,899.39	5,110,924.45
Landfill User Fee	0.00	3,389,280.00	0.00	0.00	-0.02	3,389,279.98	-122,447.83	3,266,832.15
TOTAL:	0.00	42,926,772.19	0.00	0.00	-1121.35	42,925,650.84	-1,477,810.27	41,447,840.57

TAX YEAR 2025 Year To Date July 2025 Tax Year 2025

Year to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance	This Year	Last Year
									Collection Percentage Tax Year 2025 As of 7/31/2025	Collection Percentage Tax Year 2024 As of 7/31/2024
General Tax	0.00	34,239,493.40	0.00	0.00	-946.38	34,238,547.02	-1,168,463.05	33,070,083.97	3.41%	2.74
Fire Districts	0.00	5,297,998.79	0.00	0.00	-174.95	5,297,823.84	-186,899.39	5,110,924.45	3.53%	2.90
Landfill User Fee	0.00	3,389,280.00	0.00	0.00	-0.02	3,389,279.98	-122,447.83	3,266,832.15	3.61%	2.96
TOTAL:	0.00	42,926,772.19	0.00	0.00	-1121.35	42,925,650.84	-1,477,810.27	41,447,840.57	3.44%	2.77

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: August 05, 2025

RE: Releases for July 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 JULY, 2025: \$ 1,746.00

NAME	BILL NUMBER	Release Reason	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
155342 COMFORT KEEPERS	2025-301434	DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 1:19:51 PM			
01 FRANKLIN 115561 DANNY ANTOINE'S KARATE	2025-203210	SOLD 7/29/2024 DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 1:21:24 PM	G01 ADVLTAX F01 ADVLTAX Total Releases:	2,280.00 2,280.00 7.76	6.16 1.60 7.76
12 FRANKLIN CITY 125245 FRESSERS EATERY	2025-203365	CLOSED 4/15/2023 DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 1:20:37 PM	G01 ADVLTAX G01 PEN FEE F01 ADVLTAX F01 PEN FEE Total Releases:	20,000.00 20,000.00 20,000.00 20,000.00 74.80	54.00 5.40 14.00 1.40 74.80
14 HIGHLANDS CITY 159188 KELLY, PATSY C	2025-56772	CLOSED 12/31/2024 DY:ORP:6489505444 ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE	RAB	12/31/9999 10:30:09 AM	G01 ADVLTAX F10 ADVLTAX H01 ADVLTAX Total Releases:	2,702.00 2,702.00 2,702.00 10.58	7.30 0.52 2.76 10.58
07 SMITHBRIDGE 159216 LAKE OSSEROGA ASSOCIATION, INC	2025-21	ILLEGAL TAX OUTBUILDINGS ON ANOTHER PARCEL DY:ORP:7551527868 CLERICAL ERROR	LAS	12/31/9999 4:24:49 PM	G01 ADVLTAX F03 ADVLTAX Total Releases:	5,500.00 5,500.00 18.65	14.85 3.80 18.65
05 HIGHLANDS 159216 LAKE OSSEROGA ASSOCIATION, INC	2025-28	HOA BILLED AT FULL VALUE AND SHOULD HAVE BEEN LEVIED AT JUST \$100 DY:ORP:7551631521 CLERICAL ERROR	LAS	12/31/9999 4:23:48 PM	G01 ADVLTAX F10 ADVLTAX Total Releases:	149,900.00 149,900.00 433.36	404.73 28.63 433.36
05 HIGHLANDS 159608 POPE, SHANNON	2025-303085	HOA BILLED AT FULL VALUE AND SHOULD HAVE BEEN LEVIED AT JUST \$100 DY: PERSONAL PROPERTY CLERICAL ERROR	LAS	12/31/9999 11:15:34 AM	G01 ADVLTAX F10 ADVLTAX Total Releases:	25,550.00 25,550.00 73.88	68.99 4.89 73.88
					G01 ADVLTAX	9,460.00	25.54

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – APPOINTMENTS

MEETING DATE: AUGUST 12, 2025

13A. **Board of Health (3 seats)** – At the July 29, 2025, meeting of the Board of Health, two board members resigned, leaving a vacancy in a general public seat and a physician seat in addition to the already vacant optometrist/general public seat. Please see the attached applications from Richard Brady, Lyndsey Henderson, Phillip Gibson, and Marc Hehn requesting appointment to the Board of Health.



Tuesday, August 5, 2025

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

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

Approval Status

COMPLETED

If you have any questions, please contact the Office of the Deputy Clerk to the Board at 828-349-2020

Name of board or commission for which you are applying to serve on

Health Board

Contact Information

Name

Lyndsey Caroline Henderson

Preferred Name

Lyndsey

Physical Address

242 Clyde St
Franklin, North Carolina, 28734

Mailing Address

242 Clyde St
Franklin, North Carolina, 28734

Email

lyndseyhen26@gmail.com

Mobile Phone Number

(336) 776-7911

Preferred Number

Mobile Phone Number

Education

High School Name

Surry Central High School

Graduated

Yes

Year Graduated

2010

College Name	UNC Asheville
Year Graduated	2014
Graduated	Yes
Degree	Bachelor of Arts
Post Grad College Name	UNC Greensboro
Graduated	Yes
Year Graduated	2016
Degree	Master of Public Health
Employment Status	
Please provide your current employment status	Full-Time
Employer	Eastern Band of Cherokee Indians Public Health and Human Services
Job Title	Preparedness Coordinator
Address	43 John Crowe Hill Cherokee, North Carolina, 28719
Contact Person	Sheena K. Lambert
Phone Number	(828) 359-6782
Email	sheekano@ebci-nsn.gov
Employment Date	Wednesday, November 13, 2019
Professional Licenses held (if applicable)	Certified Health Educator Specialist (CHES)
Previous employment or experience	
Community Health Promotions Coordinator, Macon County Public Health (June 2016- October 2019)	
Membership in professional, civic organization or government boards or commissions	North Carolina Public Health Association
Community Service/Volunteer Activities	Volunteer Coordinator, 80s Flashback Weekend Non-profit

Could you or your family be affected financially by decisions made by the board or commission for which you are applying?

No

Why do you want to serve on this board or commission?

I love my community and I am invested in seeing our community flourish and reach its full potential. Though I am no longer with the Macon County Health Department, my commitment to the well-being of this community remains steadfast. I continue to be highly invested in public health matters, as their impact extends beyond organizational boundaries.

I am a firm believer in servant leadership, a philosophy that puts the needs of the community first, which is fundamental to public health. Through the power of public health we can equip individuals and communities with health, dignity, and justice. Together, we can build a healthier and more resilient future for everyone in our county.

I am eager to use my skills and experience to make a meaningful contribution to the health and safety of Macon County.

Please list any special skills, interest or qualifications which you feel would be an asset to said board or commission

I am a public health professional whose competence lies in community health and emergency preparedness. I have eight years of public health experience working in local and tribal government.

I have an additional degree not listed in the application that I would like to mention - a Bachelor of Science in Emergency and Disaster Management from Western Carolina University (2021).

How did you learn of the opening on the board, commission, or committee for which you are applying?

This opening was brought to my attention through local news coverage.

Are you registered to vote in the state of North Carolina

Yes

Are you a full time resident of Macon County

Yes

Are you a Macon County property owner

Yes

If you are applying for the Nursing Home Adult Care Advisory Committee

References

Conflict of Interest Disclosure

By submitting this Application for Appointment, I pledge that, if appointed, I agree by my signature below that all of the information above is complete and accurate to the best of my knowledge and I pledge to comply with the following ethics guidelines as fully set forth in the Code of Ethics.

I. Declaration of Policy

The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that governmental decisions and policy be

made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government.

In recognition of these goals, a Code of Ethics for county officials was adopted. The purpose of this policy is to establish guidelines for ethical standards of conduct for all officials and to set forth actions that are compatible with the best interests of the County.

II. Applicability of Ethics Policy

The provisions of this policy shall apply to all elected and appointed county officials, members of County Boards and Committees appointed by the County Commissioners and other County employees.

III. Financial and Personal Disclosure

Any County official or employee who must officially consider any public matter involving his financial or personal interests or those of his immediate family, shall first publicly disclose the nature and extent of such interest and shall abstain from acting thereon unless provisions of state law require otherwise.

IV. Gifts and Favors

No official or employee shall knowingly accept any gift, whether in the form of money, thing, favor, loan or promise, when it could reasonably be inferred that the gift was intended to influence or reward an official action on his part. Gifts, meals, other favors of an incidental nature and of minor value (less than \$100), or legitimate political contributions shall not be included in this policy.

V. Appointment, Employment, or Contract Award of Relatives or Business Partners

Public officials of the appointing authority must disclose on the public record any person of their immediate family related by blood or marriage or business interest who is being considered for appointment, employment, or contract award by that authority.


I would like to be considered for appointment to serve, without compensation, on a county board, commission or committee and I hereby certify by signing that all of my Macon County property taxes are paid in full. I realize that, because I have volunteered, it in no way guarantees that I will be appointed to a board, commission or committee by the Macon County Board of Commissioners.

Upon appointment to a Board/Committee, the information contained herein becomes a matter of public record per North Carolina Statute 132-1

Signature



Approval Activity History

Actor	Actions	Date
 Notification	Email sent. (Email) nparrott@maconnc.org,tkeeze r@maconnc.org,wcabe@maco nnc.org	Tuesday, August 5, 2025



Monday, August 4, 2025

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

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Approval Status

COMPLETED

If you have any questions, please contact the Office of the Deputy Clerk to the Board at 828-349-2020

Name of board or commission for which you are applying to serve on

Health Board

Contact Information

Name	Mr. Richard James Brady
Preferred Name	Richard
Physical Address	346 Pauline Ave Franklin, North Carolina, 28734
Mailing Address	346 Pauline Ave Franklin, North Carolina, 38734
Email	Nthemtns@morrisbb.net
Mobile Phone Number	(352) 257-7118
Home Phone Number	(828) 524-0454
Preferred Number	Mobile Phone Number

Education

High School Name	Citus County Ad Ed
Graduated	Yes

Year Graduated

1982

Employment Status

Please provide your current employment status

Retired

Professional Licenses held (if applicable)

Nursing Home Administrator-NC,FL

Previous employment or experience

I have 41 years of proven healthcare exp, of those 30 years as the Licensed Nursing Home Administrator worked, I retired in 2017. I currently remain licensed which now is nearly 38 years licensed. In this capacity I was the LNHA/ED/COO/CEO of the operations of a Skilled Nursing Facility. I served my last 12+ years right here in Macon County. I was previously academically credentialed as a Hospital Administrator, Assisted Living Facility Administrator through the American College of Health Care Administrators.

Membership in professional, civic organization or government boards or commissions

Previous member of the American College of Health Care Administrators. Previous exp on government board. Recently appointed by this BOCC to serve on the BOA/PB as the ETJ member of the Franklin Boards. Previous member of Kiwanis, United Way, Chamber.

Community Service/Volunteer Activities

MACONGOP, Community Advisory Committee. Contributions to No Wrong Door.

Could you or your family be affected financially by decisions made by the board or commission for which you are applying?

No

Why do you want to serve on this board or commission?

I previously applied for a vacant position for this board in January 2025. I am applying again as I feel my many years of proven healthcare experience in the capacity of Administration/Leadership/Risk Management/Infection Control/Quality Assurance and Improvement could benefit the current board. I have actual Human Resource experience working with employees, working through orientation, training, cuing, coaching, developing them to accept responsibility and encouraging them along the way. Employee are "customers and stakeholders" too and need to be respected, treated with respect and appreciation. Employee "sensing sessions" are very important, a grievance protocol must be in place in which will address issues, resolve them and prevent continuous staffing turnover. Exit interviews information collected can be very effective "when the information" is used properly and not taken personal.

Please list any special skills, interest or qualifications which you feel would be an asset to said board or commission

Health Care Administration exp, Previous Licensed Health Care Risk Manager (LHRM), Previous Nationally Certified as a Nursing Home Administrator (CNHA) thru the American College of Health Administrators, 1 of only 67 Nationwide at the time of obtaining this Credential. Previously held National Certifications in Resident Assessment Coordinator (RAC-CT). (SPICE) Certified in State of North Carolina, meaning State Certified in Infection Control by the NC-DHHS/DHSR. Quality Assurance and Performance Improvement (QAPI) having the ability to recognize the results of studies, evaluating the trends for benchmarking purposes, providing an opportunity for making improvements to the identified areas that are below the established bench mark.

How did you learn of the opening on the board, commission, or committee for which you are applying? Website of Macon County

Are you registered to vote in the state of North Carolina Yes

Are you a full time resident of Macon County Yes

Are you a Macon County property owner Yes

If you are applying for the Nursing Home Adult Care Advisory Committee

References

Conflict of Interest Disclosure

By submitting this Application for Appointment, I pledge that, if appointed, I agree by my signature below that all of the information above is complete and accurate to the best of my knowledge and I pledge to comply with the following ethics guidelines as fully set forth in the Code of Ethics.

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In recognition of these goals, a Code of Ethics for county officials was adopted. The purpose of this policy is to establish guidelines for ethical standards of conduct for all officials and to set forth actions that are compatible with the best interests of the County.

II. Applicability of Ethics Policy

The provisions of this policy shall apply to all elected and appointed county officials, members of County Boards and Committees appointed by the County Commissioners and other County employees.

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Any County official or employee who must officially consider any public matter involving his financial or personal interests or those of his immediate family, shall first publicly disclose the nature and extent of such interest and shall abstain from acting thereon unless provisions of state law require otherwise.

IV. Gifts and Favors

No official or employee shall knowingly accept any gift, whether in the form of money, thing, favor, loan or promise, when it could reasonably be inferred that the gift was intended to influence or reward an official action on his part. Gifts, meals, other favors of an incidental nature and of minor value (less than \$100), or legitimate political contributions shall not be included in this policy.

V. Appointment, Employment, or Contract Award of Relatives or Business Partners

Public officials of the appointing authority must disclose on the public record any person of their immediate family related by blood or marriage or business interest who is being considered for appointment, employment, or contract award by that authority.


I would like to be considered for appointment to serve, without compensation, on a county board, commission or committee and I hereby certify by signing that all of my Macon County property taxes are paid in full. I realize that, because I have volunteered, it in no way guarantees that I will be appointed to a board, commission or committee by the Macon County Board of Commissioners.

Upon appointment to a Board/Committee, the information contained herein becomes a matter of public record per North Carolina Statute 132-1

Signature



Approval Activity History

Actor	Actions	Date
 Notification	Email sent. (Email) nparrott@maconnc.org,tkeez r@maconnc.org,wcabe@maco nnc.org	Monday, August 4, 2025



Thursday, August 7, 2025

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

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

Approval Status

COMPLETED

If you have any questions, please contact the Office of the Deputy Clerk to the Board at 828-349-2020

Name of Authority, Board, Commission, or Committee for which you are applying to serve on

Health Board

Contact Information

Name

Mr. Phillip Ray Gibson

Preferred Name

Phillip Gibson

Physical Address

29 Bert Waldroop Road
Franklin, North Carolina, 28734

Mailing Address

29 Bert Waldroop Road
Franklin, North Carolina, 28734

Email

phillipraygibson@gmail.com

Mobile Phone Number

(828) 712-0972

Preferred Number

Mobile Phone Number

Education

High School Name

Scottsburg Indiana

Graduated

Yes

Year Graduated	1984
College Name	University of Louisville
Year Graduated	1991
Graduated	Yes
Degree	B.A. Political Science
Post Grad College Name	Southern Illinois University
Graduated	Yes
Year Graduated	1999
Degree	M.S. Geography
Employment Status	
Please provide your current employment status	Full-Time
Employer	North Carolina Department of Health and Human Services
Job Title	NC Radon Program Coordinator
Address	Homebased
Employment Date	Sunday, July 1, 2012
Professional Licenses held (if applicable)	I hold a NC real estate license #283150
Previous employment or experience	
For the past 13 years, I have served as the North Carolina Radon Program Coordinator with the Department of Health and Human Services. The primary goal of my position is to increase awareness of radon-induced lung cancer. In this role, I advise several key public health initiatives, including the NC Cancer Control Plan, the State Health Improvement Plan, and the Occupational and Environmental Epidemiology Branch Advisory Committee. My work has given me a broad and deep understanding of public health, environmental exposure, and risk communication, especially as they relate to indoor air quality and cancer prevention.	
Membership in professional, civic organization or government boards or commissions	None at this time

Community Service/Volunteer Activities

None at this time other than involvement with my church community.

Could you or your family be affected financially by decisions made by the board or commission for which you are applying?

No

Why do you want to serve on this Authority, Board, Commission, or Committee ?

I believe I could bring a valuable perspective to the Macon County Board of Health, combining practical health expertise with a strong commitment to community service. Thank you for considering my interest. I would welcome the opportunity to support the important work of the Board.

Please list any special skills, interest or qualifications which you feel would be an asset to said board or commission

For the past 13 years, I have served as the North Carolina Radon Program Coordinator with the Department of Health and Human Services. In this role, I advise several key public health initiatives, including the NC Cancer Control Plan, the State Health Improvement Plan, and the Occupational and Environmental Epidemiology Branch Advisory Committee. My work has given me a broad and deep understanding of public health, environmental exposure, and risk communication, especially as they relate to indoor air quality and cancer prevention.

In addition to my professional background in public health, I also serve as a pastor. In this capacity, I have completed specialized DHHS training for faith leaders on suicide prevention. I view mental and emotional health as vital components of community wellness.

I bring experience in medical geography, vector-borne diseases, water and air quality, environmental health, and community-based outreach. Earlier in my life, I served for several years in a Level One trauma emergency room in Louisville, Kentucky—an experience that shaped my dedication to healthcare and emergency response.

My wife, Reverend Julia Gibson, and I live in Franklin. She serves as the minister for both Snow Hill United Methodist and Memorial United Methodist churches. We are both deeply invested in the well-being of Macon County and its people.

How did you learn of the opening on the Authority, Board, Commission, or Committee for which you are applying?

Announcement in the Franklin Newspaper

Are you registered to vote in the state of North Carolina

Yes

Are you a full time resident of Macon County

Yes

Are you a Macon County property owner

Yes

If you are applying for the Nursing Home Adult Care Advisory Committee

Do you or someone in your immediate family have a Financial interest in a nursing home located in Macon County?

No

Is someone in your immediate family a resident in a nursing home located in Macon County?

No

References

Conflict of Interest Disclosure

Full Name of Spouse (if married)	Julia Turner Gibson
Spouse's Place of Employment	Snow Hill United Methodist and Memorial United Methodist
Spouse's Position/Title	Minister

Please list all entities of which you or your spouse are an officer, director, trustee, partner or employee, or have at least a five percent (5%) ownership interest, and describe your affiliation with such entity (if there are none, please state "none")

None

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an official action on his part. Gifts, meals, other favors of an incidental nature and of minor value (less than \$100), or legitimate political contributions shall not be included in this policy.

V. Appointment, Employment, or Contract Award of Relatives or Business Partners

Public officials of the appointing authority must disclose on the public record any person of their immediate family related by blood or marriage or business interest who is being considered for appointment, employment, or contract award by that authority.


I would like to be considered for appointment to serve, without compensation, on a county Authority, Board, Commission, or Committee and I hereby certify by signing that all of my Macon County property taxes are paid in full. I realize that, because I have volunteered, it in no way guarantees that I will be appointed to a Authority, Board, Commission, or Committee by the Macon County Board of Commissioners.

Upon appointment to a Board/Committe, the information contained herein becomes a matter of public record per North Carolina Statute 132-1

Signature



Approval Activity History

Actor	Actions	Date
 Notification	Email sent. (Email) nparrott@maconnc.org,tkeeze r@maconnc.org,wcabe@maco nnc.org	Thursday, August 7, 2025



Thursday, August 7, 2025

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

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Approval Status

COMPLETED

If you have any questions, please contact the Office of the Deputy Clerk to the Board at 828-349-2020

Name of Authority, Board, Commission, or Committee for which you are applying to serve on

Health Board

Contact Information

Name	J Marc Hehn
Preferred Name	Marc Hehn
Physical Address	934 Wilson Rd Highlands, North Carolina, 28741
Mailing Address	934 Wilson Rd Highlands, North Carolina, 28741
Email	marchehn@nctv.com
Work Phone Number	(828) 526-2793
Mobile Phone Number	(843) 693-4392
Home Phone Number	(828) 526-2793
Preferred Number	Home Phone Number

Education

High School Name TL Hanna

Graduated	Yes
College Name	Clemson University
Year Graduated	1972
Graduated	Yes
Degree	Public Administration
Post Grad College Name	Clemson University
Graduated	Yes
Year Graduated	1976
Degree	City & Regional Planning

Employment Status

Please provide your current employment status	Retired
Address	934 Wilson Rd Highlands, North Carolina, 28741
Contact Person	Marc Hehn
Phone Number	(828) 526-2793
Email	marchehn@nctv.com

Previous employment or experience

Extensive experience in water and sewer, solid waste utilities in Anderson, Berkeley and Dorchester Counties South Carolina. Director Anderson County Water & Sewer, Dorchester County Administrator, Director Berkeley County Water & Sanitation.

Membership in professional, civic organization or government boards or commissions	ICMA, APA-NC, SC City & County Mgrs
Community Service/Volunteer Activities	Town Commissioner, Macon Planning

Could you or your family be affected financially by decisions made by the board or commission for which you are applying?	No
---	----

Why do you want to serve on this Authority, Board, Commission, or Committee ?

My experience is documenting failing septic systems to qualify for revolving loan funds and grants. And, documenting the need for public potable water and fire protection.

Please list any special skills, interest or qualifications which you feel would be an asset to said board or commission

When I was working I had A Water Operator, A Wastewater and Solid Wasre Manager Licenses in South Carolina.

How did you learn of the opening on the Authority, Board, Commission, or Committee for which you are applying? Wwww

Are you registered to vote in the state of North Carolina

Are you a full time resident of Macon County

Are you a Macon County property owner

If you are applying for the Nursing Home Adult Care Advisory Committee

References

Conflict of Interest Disclosure

Please list all entities of which you or your spouse are an officer, director, trustee, partner or employee, or have at least a five percent (5%) ownership interest, and describe your affiliation with such entity (if there are none, please state "none")

NC

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Signature



Approval Activity History

Actor	Actions	Date
 Notification	Email sent. (Email) nparrott@maconnc.org,tkeez r@maconnc.org,wcabe@maco nnc.org	Thursday, August 7, 2025