

Macon County



MACON COUNTY BOARD OF COMMISSIONERS APRIL 9, 2019 AGENDA

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

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

6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
 - A. School-based Health Center Grant Award – Carmine Rocco, Interim Health Director
10. Old Business
 - A. Courthouse security project update – Sheriff Robert Holland
 - B. Dog park project update – Seth Adams, Parks and Recreation Director
11. New Business
 - A. County approval to partner on Interact communications venue – Highlands Police Chief Bill Harrell and Simon Hyatt

- B. Consideration of resolutions and interlocal agreement regarding Satulah Radio Communications Site – Warren Cabe, Emergency Services Director, and County Attorney
- C. Occupancy tax penalty waiver request from Michael and Kristin Koepenick – County Attorney
- D. Resolution exempting engineering services for landfill leachate system improvements from general statute provisions – Chris Stahl, Solid Waste Director, and County Attorney
- E. Evaluation of convenience center attendant pay – Mr. Stahl

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 March 12, 2019 regular meeting and the March 19, 2019 special called meeting
- B. Budget Amendments #174-180
- C. Tax Releases for March
- D. North Carolina Health Insurance Pool (NCHIP) resolution and interlocal agreement
- E. Monthly ad valorem tax report

13. Appointments

- A. Library Board (one seat)

14. Closed session (if necessary)

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 9, 2019

DEPARTMENT/AGENCY: Governing Board/911 Addressing

SUBJECT MATTER: Public Hearing on road names and related matters

COMMENTS/RECOMMENDATION:

Attached please find the following:

- A copy of the public notice for this hearing.
- An amendment to the Macon County Road Naming and Numbering System Ordinance.
- Exhibit A to the amendment, which lists the new roads and their respective range of road numbers, road name changes and range changes for existing roads.

Angie Kinsland, the county's 911 Addressing Coordinator, will be at the meeting to provide additional details and to answer any questions.

As per custom, the board can act to approve the ordinance amendment following the close of the public hearing.

Attachments 3 Yes No

Agenda Item 5A

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

Please take notice that the Macon County Board of County Commissioners will conduct a public hearing on Tuesday, April 9, 2019 at 6:00 o'clock, p.m., in the Commissioners Board Room located on the third floor of the Macon County Courthouse, located at 5 West Main Street, Franklin, NC 28734, pursuant to the provisions of N.C. Gen. Stat. § 153A-239.1, to discuss proposed names for new roads in Macon County, North Carolina, and assign a range of road numbers in connection with the same, to consider requests for road name changes and to consider a change of range of numbers for certain roads.

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

Any person with questions concerning this public hearing may contact the Macon County Addressing Office Monday - Friday between 8:00 A.M. and 5:00 P.M., at (828) 349-2547

This the 29th day of March, 2019

Macon County Board of
County Commissioners

APRIL 9, 2019, AMENDMENT TO MACON COUNTY ROAD NAMING AND
NUMBERING SYSTEM ORDINANCE HERETOFORE CODIFIED AS
CHAPTER 14 OF THE MACON COUNTY CODE

WHEREAS, pursuant to Resolution of the Macon County Board of County Commissioners, duly adopted in Regular Session on the 6th day of August, 2001, and after public hearing thereon, Chapters 13 and 14 of the Macon County Code were amended by restating the same and codifying them as Chapter 14 of the Macon County Code, the same being known as the Macon County Road Naming and Numbering System Ordinance; and

WHEREAS, such Ordinance as originally adopted has been previously amended by Amendments; and

WHEREAS, there are additional new roads located within the County of Macon, the names of which were not included in said Ordinance; and

WHEREAS, there have been requests for road name changes within the County of Macon; and

WHEREAS, a request has been made for new ranges of numbers for certain roads within the County of Macon; and

WHEREAS, a public hearing concerning the naming of the new roads all within the County of Macon and not within any city and to assign a range of road numbers in connection with the same, to consider requests for road name changes in Macon County, and to consider a changes of ranges of numbers for certain roads within Macon County, was duly noticed and was duly held on the 9th day of April, 2019, at 6:00 o'clock, p.m., in accordance with the notice of public hearing which was posted and published as by law provided; and

WHEREAS, the County of Macon, pursuant to N.C. Gen. Stat. § 153A-239.1 may name, rename or assign street numbers on any road within the County, and not within a City; and

WHEREAS, the Macon County Board of Commissioners has determined that it will be in the best interests of its citizens and will improve their health and welfare, to amend the Ordinance heretofore adopted, as previously amended, as set forth hereinafter by adding thereto the names of additional roads within the County of Macon and assigning a range of road numbers in connection with the same, making road name changes for certain roads in the County of Macon, and making a new range of numbers for certain roads within the County of Macon.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Macon, State of North Carolina:

The Ordinance known as the Macon County Road Naming and Numbering System Ordinance, heretofore adopted and codified as Chapter 14 of the Macon County Code is hereby further amended by:

1. Adding all of those new road names and by assigning a range of road numbers in connection with the same as appear on that Section of Exhibit A which is attached hereto and incorporated herein by reference, and which is entitled thereon, "New Roads and Range of Road Numbers";
2. Making changes of the road names as the same appear on that Section of Exhibit A which is attached hereto and incorporated herein by reference, and which is entitled thereon, "Road Name Changes"; and
3. Making a new and replacement range of road numbers for those certain roads as the same appear on that Section of Exhibit A which is attached hereto and incorporated herein by reference, and which is entitled thereon "Range Changes".

Except as so amended, the remainder of Chapter 14 of the Macon County Code shall be and remain in full force and effect.

Upon Motion by Commissioner _____, and seconded by Commissioner _____, the foregoing Amendment to said Ordinance was approved at the April 9, 2019, Regular Meeting of the Macon County Board of County Commissioners by unanimous vote and is therefore enacted.

This the 9th day of April, 2019.

James Tate, Chairman, Macon County
Board of Commissioners

ATTEST:

Derek Roland, Macon County Manager,
Clerk to the Macon County Board of Commissioners

(COUNTY SEAL)

" EXHIBIT A "

NEW ROADS AND RANGE OF ROAD NUMBERS

ROAD NAME	RANGE	INTERSECTION PT	TOWNSHIP
Buckhorn Trl	1-189	Rocky Rd @ 110	Smithbridge
Corkscrew Ln	1-268	High Holly Rd @ 37	Flats
Deer Haven Way	1-211	Vanhook Rd @ 308	Franklin
Duffell Hideaway	1-40	Wilds Cove Rd @ 695	Burningtown
Moonlight Holw	1-264	Rose Creek Rd @ 106	Cowee
Whisper Holler	1-127	Belle Dowdle Rd @ 424?	Franklin

ROAD NAME CHANGES

A portion of Woodland Hill Dr to Apple Orchard Rd
Silver Dapple Ln to Silver Dapple Cv

RANGE CHANGES

ROAD NAME	NEW RANGE	INTERSECTION PT	TOWNSHIP	OLD RANGE
Dolly Cowart Ln	1-179	Pine Rd @ 21	Smithbridge	1-157
Echo High Rd	1-763	Bailey Rd @ 590	Millshoal	1-709
Fish Hawk Rd	1-2372	Peeks Creek Rd @ 1047	Sugarfork	1-1849
Pleasant Dr	1-324	Watauga Rd @ 695	Millshoal	1-215
Shortoff Springs Rd	1-460	Shortoff Rd @ 1534	Highlands	1-400
Woodland Hill Dr	1-411	Hicks Rd @ 947	Highlands	1-712

DELETIONS

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 9, 2019

DEPARTMENT/AGENCY: Public Health

SUBJECT MATTER: School-based health grant award

COMMENTS/RECOMMENDATION:

Interim Public Health Director Carmine Rocco will be at the meeting to discuss the award of a \$150,000 Community Health Grant to Macon County from the state Office of Rural Health.

Attachments _____ Yes X No

Agenda Item 9A

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 9, 2019

DEPARTMENT/AGENCY: Sheriff's

SUBJECT MATTER: Update on courthouse security

COMMENTS/RECOMMENDATION:

Sheriff Robert Holland will provide the board with an update on the status of the ongoing courthouse security project.

Attachments _____ Yes No

Agenda Item 10A

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 9, 2019

DEPARTMENT/AGENCY: Parks and Recreation

SUBJECT MATTER: Dog park project update

COMMENTS/RECOMMENDATION:

Seth Adams, Parks and Recreation Director, will provide the board with an update.

Attachments _____ Yes X No

Agenda Item 10B

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 9, 2019

DEPARTMENT/AGENCY: Highlands Police Department

SUBJECT MATTER: Interlocal agreement

COMMENTS/RECOMMENDATION:

Highlands Police Chief Bill Harrell has requested time on the agenda to discuss an interlocal agreement with the county that would allow the Highlands Police Department to access the county's Virtual Private Network (VPN) for criminal justice information purposes. Simon Hyatt, the county's Information Technology Network Administrator, is the county's liaison with the police department, per Chief Harrell. A copy of the proposed interlocal agreement, which has been forwarded to the County Attorney for his review, is attached for informational purposes. The term of the agreement would be for two years.

Attachments 1 Yes No

Agenda Item 11A

STATE OF NORTH CAROLINA
COUNTY OF MACON

INTERLOCAL AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2019, by and between the COUNTY OF MACON, a body politic and corporate of the State of North Carolina (hereinafter sometimes referred to as the "County") and the TOWN OF HIGHLANDS, a body politic and corporate of the State of North Carolina (hereinafter sometimes referred to as the "Town"):

WITNESSETH:

WHEREAS. General Statutes Section 160A-460 et seq. authorizes interlocal cooperation between units of local government in the joint exercise of powers as provided therein; and

WHEREAS, the Town's Police Department require connections that meet Criminal Justice Information Systems (CJIS) Standards, are required by state law and will enable the Police Department to better ensure the health, safety and welfare of residents of the Town and County; and

WHEREAS, the County has offered allow the Town to access certain County computer services in order to ease and speed the Town's process of making the said upgrades;

NOW THEREFORE, the parties hereto agree as follows:

- I. The County agrees:
 - A. To allow the Town's law enforcement personnel who hold appropriate certifications access to the County's Virtual Private Network (hereinafter referred to as the VPN), to connect to the County's CAD Mobile server, and to use such other services as is needed to meet CJIS standards and in accordance with such standards, during such days and at such times as are convenient to the County provided that Town at all times duly purchases and maintains at its sole expense any and all appropriate license to access the same.
 - B. To authorize its employees, officers and agents to provide such information and technical support as are necessary to allow the Town law enforcement personnel to utilize the County's CAD Mobile service, as described above.
 - C. To perform any and all necessary upkeep and maintenance on equipment that is owned by the County. However, nothing in this Agreement shall be interpreted as requiring the County to perform or pay for any upkeep, maintenance, and/or incidental repairs on any equipment that is owned by the Town.
- II. The Town agrees:

- A. To pay for any of its licensing costs to the vendor for software used by the Town in accordance with this Agreement. Nothing in this Agreement, however, shall be interpreted as requiring the Town to pay for any upkeep, maintenance, or incidental repairs to the County's equipment and/or systems.
- B. To perform any and all necessary upkeep and maintenance on equipment that is owned by the Town. However, nothing in this Agreement shall be interpreted as requiring the Town to perform or pay for any upkeep, maintenance, and/or incidental repairs on any equipment that is owned by the County.
- C. To purchase, have and maintain any and all licenses and approvals required or necessary in order to lawfully use County's VPN and CAD Mobile Services.
- D. That it will indemnify and hold harmless the County for any damages suffered by the County for Town's failure to comply with the terms of this Interlocal Agreement.
- E. That its law enforcement personnel shall maintain the confidentiality of confidential information accessed by it, subject to the provisions of the Public Records Law of the State of North Carolina and appropriate Court Orders.

III. Both parties agree:

- A. This Agreement shall be limited to the use of such equipment, software and systems as are necessary to carry out its intent.
- B. The County Manager and the Town Manager are authorized to administer this Agreement on behalf of the County and the Town, respectively, as necessary,
- C. The Town, in entering into this Agreement is acting as an independent contractor and is not an agent or joint venturer of the County in connection with this Agreement or in connection with any other agreement between the Town and the County, express or implied.
- D. This Agreement shall be for a term of two (2) years from the date of execution hereof. Unless sooner terminated as provided herein, this Agreement shall be automatically renewed for successive periods of one (1) year.
- E. Notwithstanding the foregoing, this Agreement may be terminated upon ninety (90) days written notice by either party without legal consequence, said written notice to be delivered to the manager of the non-cancelling party. The

indemnity provisions set forth in II. D. above shall survive any termination of this Interlocal Agreement or any renewal of the same.

- F. The County and the Town may, from time to time, execute and deliver such amendments to this Agreement and such further instruments as may be required or desired for carrying out the expressed intention of this Agreement.
- G. County reserves the right to terminate at any time without liability any VPN connection which presents a threat or disruption to the operation of the system or the County network, as determined in its discretion.

IN WITNESS WHEREOF, the County and the Town have caused this contract to be executed in duplicate originals all as of the date and year first above written.

COUNTY OF MACON

By: _____
Name / Title:

ATTEST:

TOWN OF HIGHLANDS

By: _____
Name/Title: _____

ATTEST:

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 9, 2019

DEPARTMENT/AGENCY: Emergency Management

SUBJECT MATTER: Resolutions and interlocal agreement for communications site

COMMENTS/RECOMMENDATION:

The County Attorney has prepared documents regarding the cooperative arrangement between the Town of Highlands and Macon County with regard to radio communications opportunities for each on what is known locally as the Satulah Radio Communications Site owned by the town. He and Emergency Services Director Warren Cabe can provide additional details at the meeting. Copies of the separate resolutions for the town and the county are attached for the board's information, along with a copy of the interlocal agreement.

Attachments 3 Yes No

Agenda Item 11B

**RESOLUTION CONCERNING APPROVAL OF THE ENTRY AND EXECUTION OF
THE INTERLOCAL AGREEMENT CONCERNING COOPERATION AND JOINT USE
OF THE SATULAH RADIO COMMUNICATIONS SITE**

THAT WHEREAS, Macon County, NC, and Town of Highlands, NC, have indicated to one another that each desires to enter into an Interlocal Agreement concerning cooperation and joint use of the Satulah Radio Communications Site; and

WHEREAS, an Interlocal Agreement concerning cooperation and joint use of the Satulah Radio Communications Site has been prepared for execution by Macon County, NC, and Town of Highlands, NC, and a copy of the same is attached hereto and incorporated herein by reference as if more fully set forth herein; and

WHEREAS, the Macon County Commissioners desire to by this Resolution authorize the entry and execution of this Interlocal Agreement concerning cooperation and joint use of the Satulah Radio Communications Site , a copy of which is attached hereto and incorporated herein by reference as if more fully set forth herein.

NOW THEREFORE, upon motion of Commissioner _____,
seconded by Commissioner _____, and approved, be it hereby resolved
that:

1. The Macon County Board of Commissioners do hereby specifically approve and authorize the entry and the execution of the Interlocal Agreement concerning cooperation and joint use of the Satulah Radio Communications Site, a copy of which is attached hereto and incorporated herein by reference as if more fully set forth herein; and
2. That the Macon County Board of Commissioners specifically authorize the Chairman of the Macon County Board of Commissioners and the Clerk to the Board to execute the Interlocal Agreement concerning cooperation and joint use of the Satulah Radio Communications Site, a copy of which is attached hereto and incorporated herein by reference as if more fully set forth herein;
3. That this Resolution and the Attachment hereto shall be included in and spread upon the minutes of the Meeting at which this Resolution is approved.

Read and approved by vote of those members in attendance, and adopted, in this April ____, 2019, Meeting of the Macon County Board of Commissioners.

Chairman, Macon County Board of Commissioners

ATTEST:

Clerk to Macon County Board of Commissioners

(County Seal)

**RESOLUTION CONCERNING APPROVAL OF THE ENTRY AND EXECUTION OF
THE INTERLOCAL AGREEMENT CONCERNING COOPERATION AND JOINT USE
OF THE SATULAH RADIO COMMUNICATIONS SITE**

THAT WHEREAS, Macon County, NC, and Town of Highlands, NC, have indicated to one another that each desires to enter into an Interlocal Agreement concerning cooperation and joint use of the Satulah Radio Communications Site; and

WHEREAS, an Interlocal Agreement concerning cooperation and joint use of the Satulah Radio Communications Site has been prepared for execution by Macon County, NC, and Town of Highlands, NC, and a copy of the same is attached hereto and incorporated herein by reference as if more fully set forth herein; and

WHEREAS, the Town of Highlands Commissioners desire to by this Resolution authorize the entry and execution of this Interlocal Agreement concerning cooperation and joint use of the Satulah Radio Communications Site , a copy of which is attached hereto and incorporated herein by reference as if more fully set forth herein.

NOW THEREFORE, upon motion of Commissioner _____,
seconded by Commissioner _____, and approved, be it hereby resolved
that:

1. The Town of Highlands Board of Commissioners do hereby specifically approve and authorize the entry and the execution of the Interlocal Agreement concerning cooperation and joint use of the Satulah Radio Communications Site, a copy of which is attached hereto and incorporated herein by reference as if more fully set forth herein; and
2. That the Town of Highlands Board of Commissioners specifically authorize the Mayor of the Town of Highlands and the Clerk for the Town of Highlands to execute the Interlocal Agreement concerning cooperation and joint use of the Satulah Radio Communications Site, a copy of which is attached hereto and incorporated herein by reference as if more fully set forth herein;
3. That this Resolution and the Attachment hereto shall be included in and spread upon the minutes of the Meeting at which this Resolution is approved.

Read and approved by vote of those members in attendance, and adopted, in this April ____, 2019, Meeting of the Town of Highlands Board of Commissioners.

Mayor, Town of Highlands

ATTEST:

Town of Highlands Clerk

(Town Seal)

STATE OF NORTH CAROLINA
COUNTY OF MACON

INTERLOCAL AGREEMENT

THIS AGREEMENT, made this ____ day of April, 2019, by and between the COUNTY OF MACON, a North Carolina County and body politic and corporate of the State of North Carolina (hereinafter sometimes referred to as "County") and the TOWN OF HIGHLANDS, a North Carolina Town and body politic and corporate of the State of North Carolina (hereinafter sometimes referred to as "Town"):

WITNESSETH:

WHEREAS, County and Town have for a number of years been cooperating with one another to provide for radio communications opportunities for each at what has been known as the Satulah Radio Communications Site owned by Town located on Satulah Mountain in the Town of Highlands located at 439 Worley Road, Highlands, NC 28741, said site being more particularly described as the lands described in the Deed recorded in the Office of the Register of Deeds for Macon County, North Carolina in Book X-15, at Page 161; and

WHEREAS, Town has heretofore provided the use of the real estate upon which said Satulah Radio Communications Site is located; and

WHEREAS, County has heretofore provided the Radio Communications Tower, its radio equipment and related equipment and the Building which are all owned by County and which are located upon said Satulah Radio Communications Site; and

WHEREAS, County and Town have both found such cooperative arrangement to be helpful and consistent with the best interest of each and the citizens and residents of each; and

WHEREAS, County and Town desire to continue to have a cooperative agreement as hereinafter provided with one another to provide for radio communications opportunities for each at what has been known as the Satulah Radio Communications Site owned by Town on Satulah Mountain in the Town of Highlands located at 439 Worley Road, Highlands, NC 28741, said site being more particularly described as the lands described in the Deed recorded in the Office of the Register of Deeds for Macon County, North Carolina in Book X-15, at Page 161 ; and

WHEREAS, County and Town now desire to enter this Interlocal Agreement as a novation to take the place of any and/or all prior agreements concerning the two parties hereto regarding the joint use of the Satulah Radio Communications Site owned by Town on Satulah Mountain in the Town of Highlands located at 439 Worley Road, Highlands, NC 28741, said site being more particularly described as the lands described in the Deed recorded in the Office of the Register of Deeds for Macon County, North Carolina in Book X-15, at Page 161.

NOW THEREFORE, the parties hereto agree as follows:

I. Purpose of Agreement:

The purpose of this Agreement is for County and Town to have a cooperative agreement as hereinafter provided with one another to provide for radio communications opportunities for each at what has been known as the Satulah Radio Communications Site owned by Town on Satulah Mountain in the Town of Highlands located at 439 Worley Road, Highlands, NC 28741, said site being more particularly described as the lands described in the Deed recorded in the Office of the Register of Deeds for Macon County, North Carolina in Book X-15, at Page 161, and to spell out the rights and obligations of each party hereto in connection with the same.

II. Duration of Agreement:

The duration of this Agreement shall be for a term of twenty (20) years from the date of execution hereof.

III. Manner of appointing the personnel necessary to the execution of the undertaking:

County will appoint and pay for and provide all of its personnel necessary to perform its obligations as specified by this Agreement. Town will appoint and pay for and provide all of its personnel necessary to perform its obligations as specified by this Agreement.

IV. Method of financing the undertaking, including the apportionment of costs and revenues:

County will pay for and provide all of its personnel, travel, materials and equipment necessary to perform its obligations as specified by this Agreement. Town will pay for and provide all of its personnel, travel, materials and equipment necessary to perform its obligations as specified by this Agreement.

V. Methods of amending the Agreement:

The Parties hereto may, from time to time, execute and deliver such written amendments to this Agreement and such further instruments as may be required or desired for carrying out the expressed intention of this Agreement.

VI. Methods for terminating the Agreement:

This Agreement may be terminated by the written mutual agreement of both parties hereto.

VII. Town agrees for and during the term of this Interlocal Agreement:

- A. To provide for the joint use of each party hereto of what has been known as the Satulah Radio Communications Site owned by Town on Satulah Mountain in the Town of Highlands located at 439 Worley Road, Highlands, NC 28741, said site being more particularly described as the lands described in the Deed recorded in the Office of the Register of Deeds for Macon County, North Carolina in Book X-15, at Page 161, in order to provide for radio communications opportunities for each party hereto and at no cost to County; and
- B. Town shall allow County to continue to locate and maintain the County's Radio Communication Tower and its Building which are presently located upon said Satulah Radio Communication Site in their present locations, as well as all of the equipment owned by County and which it presently has located upon said Radio Communications Tower, all of the equipment owned by County and which it presently has located within the County's Building, and the County's standby generator located at said Satulah Radio Communication Site. Town hereby acknowledges and agrees that such Radio Communication Tower, Building and equipment is owned solely by County. Town shall also allow County to locate and maintain liquid propane tanks which it leases upon said Satulah Radio Communication Site; and
- C. Town shall its sole expense repair, replace and/or maintain any of its equipment that it presently has located on said Radio Communications Tower and/or within said Building located upon said Satulah Radio Communication site; and
- D. Town shall maintain the presently existing paved access road to said Radio Communication Site in such a manner as to allow radio maintenance vehicles 24 hour access to said Satulah Radio Communication Site for emergency repairs, weather and acts of God excepted.

VIII. County agrees for and during the term of this Interlocal Agreement:

- A. County shall continue to locate and maintain the County's Radio Communications Tower and its Building which are presently located upon said Satulah Radio Communication Site in their present locations; and
- B. County shall allow the Town, at its sole expense, to locate, repair, maintain and/or replace its presently existing equipment, in its present location, as located upon the County's Radio Communications Tower located at said Satulah Radio Communications Site as well as all of its presently existing equipment which it presently has located within the County's Building, in its present locations; and
- C. County shall maintain said Satulah Radio Communications Site so that it will be free from trash and junk and otherwise maintained reasonably consistent with properties

adjacent to said Satulah Radio Communications Site. Nothing herein shall constitute a requirement that County undertake any landscaping other than grass mowing; and

- D. County shall pay for all utilities provided to its Radio Communications Tower and Building located on said Satulah Radio Communication site; and
 - E. County will provide Town with a key to its Building located on said Satulah Radio Communications site so that it may access the same.
- IX. Both parties agree for and during the term of this Interlocal Agreement:
- A. That said Satulah Radio Communications Site shall be jointly used by the parties hereto as a fixed repeater site for emergency communications for law, fire and EMS agencies serving the Highlands and Macon County areas; and
 - B. That in the future, any modifications made to, or additions of equipment to the existing Radio Communications Tower located on said Satulah Radio Communications Site shall be made only after the written mutual agreement to the same by both parties hereto and the same shall be accomplished by amendments to this Interlocal Agreement. Further, the parties hereto specifically contemplate and agree that any such modifications or additions must include a space of ten (10) feet with typical wind loading for omni-directional or sector antennae for any use Town deems useful; and
 - C. Each party hereto shall, at its own expense, maintain, repair and/or replace the presently existing equipment owned by each which is located at the Satulah Radio Communications Site
- X. E-Verification. County and Town shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if County and/or Town utilizes a subcontractor, County and/or Town shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IN WITNESS WHEREOF, County and Town have caused this contract to be executed in duplicate originals all as of the date and year first above written.

COUNTY OF MACON

By: _____

Name: _____

Title: Chairman of the Macon County Board of
Commissioners.

ATTEST: _____

(Seal)

TOWN OF HIGHLANDS

By: _____

Name: _____

Title: Mayor of the Town of Highlands

ATTEST: _____

(Seal)

PRE-AUDIT CERTIFICATE

This Instrument has been pre-audited as required by the Local Budget and Fiscal Control Act.

This the ____ day of _____, 2019.

Macon County Finance Officer

PRE-AUDIT CERTIFICATE

This Instrument has been pre-audited as required by the Local Budget and Fiscal Control Act.

This the ____ day of _____, 2019.

Town of Highlands Finance Officer

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 9, 2019

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Occupancy tax penalty waiver request

COMMENTS/RECOMMENDATION:

Michael and Kristin Koepenick are requesting a waiver of the penalty arising from the occupancy tax, and the County Attorney and Finance Director will have more information on this item at the meeting.

Attachments _____ Yes X No

Agenda Item 11C

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 9, 2019

DEPARTMENT/AGENCY: Solid Waste

SUBJECT MATTER: Engineering services for leachate system

COMMENTS/RECOMMENDATION:

The County Attorney has prepared a resolution that would exempt the engineering services project for leachate system improvements at the landfill from the provisions of state statutes, as the estimated professional fee is less than \$50,000. A copy of the resolution is attached for the board's consideration, and Solid Waste Director Chris Stahl will be at the meeting as well.

Attachments 1 Yes No

Agenda Item 11D

**RESOLUTION EXEMPTING ENGINEERING SERVICES PROJECT FOR
LEACHATE SYSTEM IMPROVEMENTS IN CONNECTION WITH THE MACON
COUNTY LANDFILL IN FRANKLIN, NORTH CAROLINA, FROM THE
PROVISIONS OF ARTICLE 3D OF CHAPTER 143 OF
THE NORTH CAROLINA GENERAL STATUTES**

WHEREAS, Article 3D of Chapter 143 of the North Carolina General Statutes establishes a general public policy regarding procurement of engineering services; and

WHEREAS, North Carolina General Statutes Section 143-64.32 provides:

“Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of proposed projects where an estimated professional fee is in the amount less than fifty thousand dollars (\$50,000)”; and

WHEREAS, Macon County is now in need of engineering services for the proposed “Leachate System Improvements in connection with the Macon County Landfill in Franklin, NC” in connection with the work contemplated for such Leachate System Improvements by Macon County; and

WHEREAS, the estimated professional engineering fees for the proposed “Leachate System Improvements in connection with the Macon County Landfill in Franklin, NC” in connection with the work contemplated for such Leachate System Improvements by Macon County is in an amount less than fifty thousand (\$50,000) dollars.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MACON that the proposed engineering services project for the “Leachate System Improvements in connection with the Macon County Landfill in Franklin, NC” in connection with the work contemplated for such Leachate System Improvements by Macon County , is hereby exempted in writing from the provisions of Article 3D of Chapter 143 of North Carolina General Statutes pursuant to the provisions of N.C. Gen. Stat. §143-64.31.

Adopted this 9th day of April, 2019.

James Tate, Chairman
Macon County Board of Commissioners

ATTEST:

Clerk to the Board
(SEAL)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 9, 2019

DEPARTMENT/AGENCY: Solid Waste

SUBJECT MATTER: Convenience center attendants

COMMENTS/RECOMMENDATION:

Following discussion with the board members earlier in the year, Mr. Stahl will present his evaluation of pay for the part-time employees who staff the county's recycling convenience centers.

Attachments _____ Yes No

Agenda Item 11E

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 9, 2019

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Consent Agenda

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

- A. **Minutes** – Consideration of the minutes from the March 12, 2019 regular meeting and the March 19, 2019 special called meeting, per Attachment 12A.
- B. **Finance** – Consideration of budget amendments #174 through #180, per Attachment 12B.
- C. **Tax releases** – Consideration of tax releases for March 2019 in the amount of \$38.04, per Attachment 12C.
- D. **North Carolina Health Insurance Pool (NCHIP) documents** – Consideration of a “Resolution Authorizing Participation in the North Carolina Health Insurance Pool” plus an “Interlocal Agreement for a Group Self-Insurance Pool for Benefit Risk Sharing,” per Attachment 12D(1) and 12D(2).
- E. **Ad valorem tax collection report** – Attachment 12E (this item does not require board approval).

COUNTY MANAGER’S COMMENTS/RECOMMENDATION:

Attachments X Yes No

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

MACON COUNTY BOARD OF COMMISSIONERS
MARCH 12, 2019
MINUTES

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

ANNOUNCEMENTS: Commissioner Shields announced that on March 30, 2019 there will be two celebrations. The Vietnam Veterans of America Chapter 994 will hold a celebration of the ending of the Vietnam War at the square at 11:00 a.m. and at 1:30 p.m. at the Memorial Methodist Church there will be ceremony for the dedication of the 4.9 miles of Wayah Road to Colonel Tom McNish. Commissioner Gillespie informed the board that the Planning Board took the board's recommendations and they have a plan in place to start going out in communities, beginning with Nantahala on March 21, 2019. The Planning Board will use the comprehensive plan as a basis for what they are doing. Chairman Tate announced that the Board of Health had adjourned their February meeting until tonight. The Board of Health is looking for a new health director for Macon County and is in the process of interviewing potential candidates for the position. Chairman of the Board of Health, Melissa Bell, called their meeting to order and the Board of Health went into closed session for the purpose of discussing a personnel matter under the provisions of NCGS 143-318.11(a)(6). Commissioner Gillespie asked the County Manager for an update on the comprehensive plan in regards to setting a date for a public hearing. After discussion the board would like to add the public hearing for the comprehensive plan to the April agenda.

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

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

PUBLIC COMMENT PERIOD: **Sandra Swisher** addressed the board about areas of concern in Macon County. Ms. Swisher is concerned about the appearances of areas such as those on Highway 441 from the Georgia line to Franklin, scenic byway route 28, Lyle Downs Road, and Cowee Valley. She said there are vacant buildings, closed motels, and overall clutter. Ms. Swisher told the board that she plans on coming back next month to present them with a collage of pictures of what those areas look like. She thanked the board for their patience and for listening to her.

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

- To remove item 10E, per the County Manager.
- To add a presentation of a resolution in recognition of Macon County Crawford Senior Center volunteers as new Item 9D, per the County Manager.

- Commissioner Higdon asked the County Manager to have Chris Stahl, Director of Solid Waste, on the April agenda for discussion of the salary issues for the convenience center staff.
- Chairman Tate asked the County Manager to have Seth Adams, Recreation Director, on the April agenda regarding proceeding with the dog park.
- The County Attorney informed the board that there will be a need for a closed session for the purpose of consulting with the attorney to preserve the attorney/client privilege and further to establish or instruct the public body staff or negotiating agents concerning position to be taken on behalf of the County in connection with a prospective purchase of real property under NCGS 143-318.11(a)(3) and 143-318.11(a)(5).

SAFE ROUTES TO SCHOOL PROGRAM: Justin Setser, Town Planner, introduced Jackie Moore, Safe Routes to School Coordinator, to the board. Ms. Moore's position is grant funded and covers all the K-8 schools in the eight western counties. The grant was funded from 2013-2019. There are ten regional coordinators that cover all 100 counties and focus on non-infrastructure strategies. However, with the program, it has led to infrastructure in many situations. Ms. Moore presented the board with a PowerPoint presentation highlighting the success of the programs. The Nantahala students participated in a walk to school event, and all fourth grade students at East Franklin participated in a bike safety program and received free helmets. Ms. Moore told the board that their goal is to keep the students safe, but to keep them active and fit. She showed data that supported active living by design changes students' behavior, and improves grades. Ms. Moore said that sustainability of the program is so important, and that Macon County is doing a great job having students participate in on-going programs. Ms. Moore said that the grant is no longer being funded. However, there is a new safe routes to school non-infrastructure transportation alternative grant in the amount of \$100,000 for three years that she is applying for that is an 80% federally funded with a 20% local match. Jackson County will most likely be the lead agency, and has already given a \$5,000 match. Ms. Moore said she would like to include four counties this time (Swain, Macon, Haywood, and Jackson). She said with only four counties in the program she can do more and even expand into the middle schools. Ms. Moore said they are also looking at using this grant to build an advocacy for more active communities and continue working on the trails and greenways. Ms. Moore asked the board for a \$5,000 per year for a three year commitment. Commissioner Beale asked Ms. Moore if the other counties have committed. Ms. Moore said that Jackson County and Swain County has, and they are working on Haywood County. Commissioner Beale asked what the timeline for applying for the grant is. She said that the grant application is due by March 29, 2019. Commissioner Beale asked if they needed the money then, or just the commitment. Ms. Moore said they just need the commitment. Commissioner Shields made the motion to commit to the program and show the funds in next year's budget. Commissioner Beale seconded the motion. Chairman Tate said he did not have a problem committing to the program, but before he could vote "yes" for this program he would like to know that the Macon County School Board wants to see this program continue. Chairman Tate said that, in his opinion, it was not the board's

responsibility to direct the School Board in what direction they should take for the students. Chairman Tate said that if the School Board was in favor of this, then he would be too. Commissioner Shields changed his motion to commit to the program, contingent on the Macon County School Board's approval of the program, and show the funds in next year's budget. Commissioner Beale seconded that motion, and the board approved unanimously to approve.

NIKWASI INITIATIVE UPDATE: Barbara McCrae, co-chair of Nikwasi Initiative and vice-mayor of Franklin, presented the board with a Nikwasi Initiative update. Ms. McCrae told the board that the County has helped establish the Initiative through contributions and through the involvement of Mr. Tommy Jenkins, Economic Development Director. Ms. McCrae said that Mr. Jenkins' service reflects the economic development potential of proposed involvements to the mound area. Ms. McCrae gave the board a brief history of the mound. She stated that the citizens of Franklin and friends from across the country raised \$1,200 in 1946 to purchase the mound and turned it over to the Town of Franklin for safekeeping. The Town has maintained it for 76 years, but has never been in a financial position to do more than keep it mowed and clean. She said through the efforts of Mainspring Conservation Trust, and through the partnership with the Eastern Band of Cherokee Indians, they are moving toward a new chapter for that section of town. Mainspring has done, and will do brownfields work on the contaminated parcels. The Eastern Band has recently purchased the old Dan's Auto building, adjoining the mound, and they plan to convert it to a Visitors Center/Annex of the Museum of Cherokee History. The Women's History Trail plans to place a large public sculpture for an area near the river, and the Town of Franklin, Macon County, and Duke Energy are working together to open a trail under the town bridges that will create a safe connection for the Greenway, with a pocket park in the space between the bridges. Ms. McCrae said that these efforts coincide with the Cherokee Heritage Trail that is under development. On the trail there will be an information kiosk near the mound that will tell the public about its history. Ms. McCrae thanked the board for being a part of this Initiative, and for their help on everything they have done to help improve this area. Ms. McCrae pointed out how much of an asset the Greenway is to the County and that the efforts to highlight the mound and improve the area around it will only make it better. She said that the transfer of the mound will create an equal partnership with the Town and the Tribe, giving the Cherokee a part in any future decisions concerning the mound. Ms. McCrae emphasized that they are not giving the mound away, instead they are sharing it. Ms. McCrae said that she is proud that they are finally ready to put up a "welcome" sign for our Native American neighbors, 200 years after they were forced away. Ms. McCrae thanked the board for being a part of this and said she would like to keep them updated as this proceeds. Commissioner Beale asked Ms. McCrae what the next steps were and she said that the Town's attorney is preparing a deed and the Town board will have to vote on it and sign it and then the Town and Eastern Band will have to work together and decide on how it will be maintained. Commissioner Higdon asked Ms. McCrae if there has been any discussion in this Initiative about taking out the Lake Emory dam. She said that it has not been discussed, but from her personal experience she knows that the silt would be an issue. No action was necessary.

PRESENTATION OF PROGRAM IMPACT REPORT FOR 2018: Allen Durden, Director of Cooperative Extension, along with three of his extension staff, Carol Pitts, Joe Deal, and Julie Sawyer shared with the board some of the highlights of their programs for 2018. Mr. Durden gave the board an update of Cooperative Extension as a whole. He said that in 2018, staff members conducted or participated in 209 meetings, workshops, demonstrations, lectures, and tours in the delivery of educational information to the citizens of Macon County. He said that 4,919 people attended 960 hours of classroom and field instruction. Mr. Durden said extension personnel in Macon County reported 20,977 face to face educational contacts. He said that Macon County Cooperative Extension received \$23,138 from supporters through donations, fundraisers, user fees, and in-kind donations. Volunteers assisted Cooperative Extension by giving 3,972 volunteer hours valued at \$98,069, which is the equivalent of 1.9 full-time employees. Mr. Durden said that in addition to being the County Extension Director he is also responsible for programming in horticulture, both commercial and urban. He highlighted three programs to the board: the Master Gardener Program, Landscape Contractors Continuing Education Program, and Pesticide Disposal Day. Carol Pitts presented the board with an update on the Expanded Food and Nutrition Education Program (EFNEP). Ms. Pitts said that 95% of EFNEP participants improved dietary intake, 66% now practice daily physical activity, 57% practice better food resource management, and 69% have improved their food safety habits. She thanked the board for continuing to allow her to work with the youth of Macon County. She also briefly gave the board a 4-H youth development update. She said they have 13 clubs that they focus on now including shooting sports, livestock, small animals, sewing, chess, cooking, crafts, woodworking, and leadership. Ms. Pitts said they received \$17,000 in community donations from businesses and individuals for youth enrichment. Joe Deal told the board that 2018 was a good year for the livestock program. He highlighted programs such as Farm Safety Day, pesticide applicators continuing education, and youth livestock programs. Julie Sawyer gave the board an update on the Family and Consumer Science program. Ms. Sawyer said she focuses on food safety and nutrition and healthy lifestyle. She said that she offers NC Safe Plates certification and does home food preservation demonstrations. Ms. Sawyer said they started 2019 off on a really good note. She had an opportunity to partner with North Carolina Radon Program where she was able to distribute free radon test kits. Commissioner Beale said that Macon County has the strongest community development organization in the West. Commissioner Beale said that the Community Garden has also been a huge success. Commissioner Beale said that he feels that Cooperative Extension does not always get the credit they deserve. Commissioner Gillespie thanked Mr. Durden and his staff for all that they do. No action was necessary.

RESOLUTION IN RECOGNITION OF MACON COUNTY CRAWFORD SENIOR CENTER

VOLUNTEERS: Jennifer Hollifield, Director of Senior Services, addressed the board to recognize all the work that the dedicated volunteers do for Senior Services. She said that the volunteers teach Zumba, assist with the community resource center, play music in the adult daycare, serve congregate meals, and deliver hot meals to the homebound. She said

that in 2018 alone, the volunteers donated 8,346 hours valued at over \$206,000. She said that two of the largest areas of impact were the congregate meals and home delivered meals. In 2018, volunteers served over 12,000 congregate meals and delivered 18,258 meals and smiles to 131 homebound seniors. Ms. Hollifield said that knowing how much the volunteers contribute, they would like to recognize their contributions with a resolution declaring April 7-13, 2019 as Macon County Volunteer Week. A copy of the resolution is attached (Attachment 1) and is hereby made a part of these minutes. Commissioner Beale proudly made the motion to adopt the resolution as presented. Commissioner Shields seconded the motion, and the board voted unanimously to approve.

RENEWAL OF LEASE AGREEMENT BETWEEN MACON COUNTY AND NC DEPARTMENT OF COMMERCE FOR NC WORKS CAREER CENTER: The County Manager gave the board a copy of the agreement that the County is currently under. He reminded the board that the County has been providing NC Works Career Center office space free of charge since the State stopped funding their rent in 2016. In 2017 the County entered into a two year lease with the NC Department of Commerce and it is now time for the lease to be renewed. The County Manager asked the board to authorize him to execute a new two year lease with the NC Works Career Center. The County Attorney informed the board that he had reviewed the proposed extension to the lease agreement and did not find any issues with it. A copy of the lease agreement is attached (Attachment 2) and is hereby made a part of these minutes. Commissioner Gillespie made the motion to approve the renewal of the lease agreement. Commissioner Higdon seconded the motion, and the board voted unanimously to approve.

ASSUMPTION OF LEASE AGREEMENT BETWEEN NORTH CAROLINA COMMUNITY CARE NETWORKS, INC. AND MACON COUNTY PUBLIC HEALTH: The County Attorney informed the board that he has prepared a recommended resolution and a new lease. He said the board will need to authorize the County Manager to discontinue the present lease with Community Care of Western North Carolina and authorize the Chairman to enter into a new lease with North Carolina Community Care Networks, Inc. The County Attorney said this will be a three month lease that will get the County through the remainder of this fiscal year and he will come back to the board in June to present an annual lease agreement. A copy of the resolution is attached (Attachment 3) and a copy of the lease is attached (Attachment 4) and both are hereby made a part of these minutes. Commissioner Gillespie made the motion to approve the resolution and the lease agreement as presented. Commissioner Beale seconded the motion, and the board voted unanimously to approve.

RESOLUTION CONFIRMING AND RATIFYING THE EXISTENCE OF THE MACON COUNTY COMMUNITY FUNDING POOL: The County Attorney told the board that years ago the Macon County Board of Commissioners saw the need for an advisory committee to assist in funding various community organizations that came before the board seeking some sort of an appropriation to aid and assist in their operations. At that time a Community Funding Pool Board was organized and that group has since done a great service to the Board of Commissioners for Macon County in assisting in evaluating various proposals to receive

limited funds. The County Attorney told the Board that he and the County Manager have looked into the history of this group and noticed that there have never been any bylaws for this organization. He said they were given a task, but never really given any direction on how to operate. The County Attorney said he has prepared a set of bylaws and a resolution that will basically acknowledge that board and confirm and ratify the board that has been appointed, and adopt a set of bylaws. A copy of the resolution is attached (Attachment 5) and the bylaws are attached (Attachment 6) and both are hereby made a part of these minutes. Commissioner Shields stressed how important the Community Funding Pool is for non-profit organizations in our area. The County Manager pointed out that when the County Attorney was preparing this resolution and bylaws that he tried to mirror them as close as possible to how business is currently being conducted by the Community Funding Pool so there should be a very smooth transition. Commissioner Shields made the motion to approve the adoption of the resolution and bylaws as presented. Commissioner Beale seconded the motion, and the board voted unanimously to approve.

OCCUPANCY TAX PENALTY WAIVER REQUEST FOR BETH STRICKLAND: The County Attorney told the board that under the Occupancy Tax Local Bill for Macon County, that the Commissioners are specifically authorized under that bill to look at requests for waivers of penalties. The County Attorney said that if someone comes to the board and, for good cause, shows you that they really should not be penalized that the board has the authority to excuse that penalty. The County Attorney said that Ms. Strickland resides in Gainesville, Georgia and could not attend the meeting, but has provided some information to Lori Hall, Finance Director, and would like the board to use that information when considering her penalty waiver. Ms. Hall told the board that the told amount of Ms. Strickland's penalties is \$1,101.92, of which \$1,090 is penalties and \$11.92 is interest. Ms. Hall said that Ms. Strickland has paid and is current on her taxes. Ms. Hall reminded the board that in the past they have waived the \$10 per day penalty but have imposed the interest penalty. The Chairman said that this is a tough situation because you are penalizing the people that are trying to do the right thing, and he made the recommendation to do what the board has done in the past on waiving the penalties but enforcing the interest penalty. Commissioner Beale made the motion waive the \$1,090 in penalties as allowed under the Occupancy Tax Local Bill for Macon County. Commissioner Gillespie seconded the motion, and the board voted unanimously to approve.

LETTER IN SUPPORT OF THE SMOKY MOUNTAIN RELAY: The County Manager told the board that Sourwood Running, LLC is requesting acknowledgment and approval for the portion of the Smoky Mountain Relay which will be held in a portion of Macon County on April 26-27, 2019. The County Manager said that the North Carolina Department of Transportation is requesting that each Board of Commissioners for each county that the Smoky Mountain Relay will be held in acknowledge and approve the race. Commissioner Higdon made the motion to approve that a portion of the Smoky Mountain Relay would be held in Macon County. Commissioner Shields seconded the motion, and the board voted unanimously to approve.

ACKNOWLEDGMENT LETTER REQUEST FROM BURNINGTOWN-IOTLA VOLUNTEER FIRE DEPARTMENT CONCERNING THE PURCHASE OF 1998 FREIGHTLINER PUMPER/TANKER:

Mike Yacks, Board Chairman Burningtown-Iotla Volunteer Fire Department, told the board that they have submitted a request to the board for letters of approval to be able to acquire an additional apparatus for their department. A copy of the acknowledgment letter is attached (Attachment 7) and is hereby made a part of these minutes. Mr. Yacks said they currently have eight trucks in the fleet. He said they do not have a backup pumper and that is what they are looking to purchase. Mr. Yacks said they found one in Clay County which is a sister truck to one that they purchased a couple years ago. He said that at \$35,000 this truck is well within their budget. Mr. Yacks said that this will help lower their ISO rating. Commissioner Shields made a motion to approve as presented. Commissioner Beale seconded the motion. Chairman Tate said he wanted to reiterate what Warren Cabe, Emergency Management Director, said in an email and thanked them for doing this the correct way. The board voted unanimously to approve.

CONSENT AGENDA: Commissioner Gillespie made a motion to approve the consent agenda. Commissioner Higdon seconded the motion, and the board voted unanimously to approve the items on the consent agenda as follows: the minutes of the February 12, 2019 regular meeting; budget amendment #157 for the Sheriff's Office to appropriate \$1,296 from an insurance settlement (a copy of the amendment is attached – Attachment 8); the tax releases in amount of \$1,637 for February 2019; a tax refund request approval for Mike Davis per NCGS 105-381; monthly ad valorem tax collections report; and the Macon County Board of Public Health proposed changes/additions.

APPOINTMENTS: Commissioner Beale made the motion to approve the reappointment of Bill Dyar to the Macon County Library Board. Commissioner Shields seconded the motion, and the board voted unanimously to approve.

CLOSED SESSION: Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to go into closed session at 7:43 p.m. for the purpose of preserving the attorney/client privilege and to instruct the staff and agents of the County concerning the negotiation of possible acquisition of real property under NCGS 143-318.11(a)(3) and NCGS 143-318.11(a)(5). At 8:28 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to come out of closed session and return to open session.

LAWSUIT: The County Attorney outlined the discussion that took place in closed session regarding the request by Macon County Sheriff's Office for assistance by the County under statutory law to commence a lawsuit dealing with some nuisance issues. He said the case would be filed against three individuals; Randy Collins, William Stephen Sheppard, and Dusty Collins. The County Attorney said he would need authority to bring that lawsuit on behalf of the County and ultimately the County bringing it on behalf of the State of North Carolina. The County Attorney said he would need the authority of the County to be given to Derek Roland as the County Manager to verify the complaint that would be filed in court.

Commissioner Beale, as the liaison of the Sheriff's Office on the recommendation of the County Attorney and the Sheriff made the motion to approve the County proceeding as presented. Commissioner Shields seconded the motion, and the board voted unanimously to approve.

ADJOURN: With no other business, at 8:37 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to adjourn.

Derek Roland
Ex Officio Clerk to the Board

Jim Tate
Board Chairman

**MACON COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
MARCH 19, 2019
MINUTES**

Chairman Tate called the special meeting to order at 6 p.m. as noticed and welcomed those in attendance. All of the board members (with the exception of Commissioner Gillespie), the County Manager, Deputy Clerk, Finance Director and County Attorney were present. Also present were members of the news media and members of the Macon County Board of Health.

Melissa Bell, the chair of the Macon County Board of Health, called the health board's meeting to order at 6 p.m.

Chairman Tate stated that the purpose of the meeting was to hold a joint meeting with the Macon County Board of Health for the purpose of the board of health members consulting with the commissioners regarding the selection of a new health director.

The County Attorney recommended that the commissioners go into closed session under NCGS 143-318.11(a)(3) to preserve the attorney-client privilege and also under NCGS 143-318(11)(a)(5) to consider the qualifications, etc. of a prospective public officer or employee.

Upon a motion duly made and seconded by its members, the Board of Health voted unanimously to go into closed session as recommended by the County Attorney. Upon a motion by Commissioner Beale, seconded by Commissioner Higdon, the commissioners voted 4-0 to go into closed session at 6:02 p.m. as recommended by the County Attorney. The County Attorney stated that no action was anticipated.

At 6:34 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Beale, the commissioners voted 4-0 to come out of closed session and return to open session, as did the Board of Health. No action was taken.

With no other business, at 6:37 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to adjourn.

Derek Roland
Ex Officio Clerk to the Board

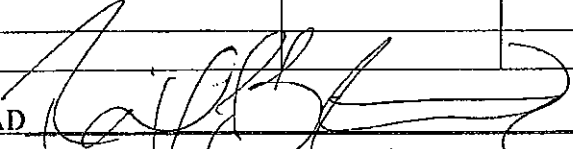
Jim Tate
Board Chairman

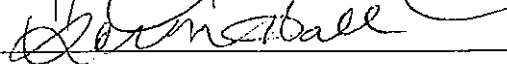
AMENDMENT # 174

FROM: FINANCE

DEPARTMENT: SOCIAL SERVICES
EXPLANATION: ~~Additional allocation~~ MIPPA Grant

	DESCRIPTION	INCREASE	DECREASE
11-5831-5675-26	SHIPP	\$2,175	
11-3584-4389-22	SHIPP	\$2,175	

REQUESTED BY DEPARTMENT HEAD 

RECOMMENDED BY FINANCE OFFICER 

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS 4/9/19 meeting

APPROVED AND ENTERED ON MINUTES DATED

CLERK

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # _____ 175

FROM: Lindsay Leopard

DEPARTMENT: Sheriff's Office

EXPLANATION: Appropriate Safe Kids donations and K9 donations.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113850 - 445404	Macon Co Safe Kids Donations	\$3,900.00	
114310 - 556054	Macon Co Safe Kids	\$3,900.00	
113850 - 445800	Donations	\$2,006.00	
114310 - 556009	Uniforms	\$598.00	
114310 - 556603	Property/Building Improvements	\$1,408.00	

REQUESTED BY DEPARTMENT HEAD *Lindsay Leopard*
 RECOMMENDED BY FINANCE OFFICER *Kevin Ball*
 APPROVED BY COUNTY MANAGER _____
 ACTION BY BOARD OF COMMISSIONERS 4/9/19 meeting
 APPROVED AND ENTERED ON MINUTES DATED _____
 CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 176

FROM: M. CHRIS STAHL

DEPARTMENT: SOLID WASTE (BALER REPAIR OF COMPUTER)

EXPLANATION: MOVING MONEY AS A RESULT OF AN INSURANCE SETTLEMENT

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
60 3839 485000	INSURANCE SETTLEMENT	1000.00	
60 4725 569506	CAPITAL IMPROVEMENTS	1000.00	

REQUESTED BY DEPARTMENT HEAD *M. Chris Stahl*

RECOMMENDED BY FINANCE OFFICER *Reun Hall*

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 4/9/19 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 177

Date: 3/27/2019

DEPARTMENT: HEALTH/Animal Control
EXPLANATION: Insurance proceeds received

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113839-485000	Insurance Settlements	\$ 1,315.00	
114380-556503	AC Vehicle Repairs & Maintenance	\$ 315.00	
114380-552200	Food & Provisions	\$ 1,000.00	

REQUESTED BY DEPARTMENT HEAD *[Signature]*

RECOMMENDED BY FINANCE OFFICER *[Signature]*

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 4/9/19 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # 178

Date: 3/27/2019

DEPARTMENT: HEALTH

EXPLANATION: Highlands Police to PREpay for 6 Rabivert vaccines at \$319 each

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115145-565002	Disease Control - Other Vaccines	\$ 1,914.00	
113511-438521	Communicable Disease Fees	\$ 1,914.00	

REQUESTED BY DEPARTMENT HEAD (d)

RECOMMENDED BY FINANCE OFFICER *Rum Hall*

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 4/9/19 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # 179

Date: 4/1/2019

DEPARTMENT: HEALTH

EXPLANATION: Surplus Employee Health revenues will be used to supplement Lab Contracted Services to buffer the increase in Labcorp expenses.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113511-438563	Employee Health Revenues	\$ 1,810.00	
115148-555106	Lab Contracted Services	\$ 1,810.00	

REQUESTED BY DEPARTMENT HEAD Carmon D. Snow

RECOMMENDED BY FINANCE OFFICER [Signature]

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 4/9/19 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # _____ 180

Date: 4/1/2019

DEPARTMENT: HEALTH

EXPLANATION: Received funding for startup expenses for ECU Telepsych Grant

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113511-438549	ECU Telepsych Grant	\$ 27,000.00	
115168-565008	ECU Telepsych Grant	\$ 27,000.00	

REQUESTED BY DEPARTMENT HEAD Cammie Hoover

RECOMMENDED BY FINANCE OFFICER Hunstable

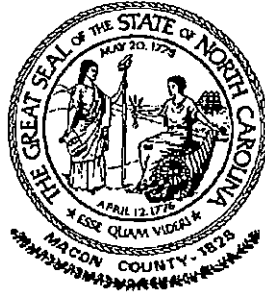
APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 4/9/19 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

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



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

TO: MACON COUNTY COMMISSIONERS

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

DATE: April 4, 2019

RE: Releases for March, 2019

Attached please find the report of releases for real estate for March, 2019. Please feel free to contact me if you should have any questions.

AMOUNT OF RELEASES: \$38.04

Seg Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Cde	Check Number	Trans Rev Descrip
1	03/06/19	129721	16A129721.03	G01	12.04-	12.04-	0.00	0.00	0.00	0.00			
***			MURRAY, PATRICK	F04	1.85-	1.85-	0.00	0.00	0.00	0.00			
2	03/06/19	129721	17A129721.03	G01	10.96-	10.96-	0.00	0.00	0.00	0.00			
***			MURRAY, PATRICK	F04	1.69-	1.69-	0.00	0.00	0.00	0.00			
3	03/06/19	129721	18A129721.03	G01	9.97-	9.97-	0.00	0.00	0.00	0.00			
***			MURRAY, PATRICK	F04	1.53-	1.53-	0.00	0.00	0.00	0.00			
Tax Code Totals					11.50-	11.50-	0.00	0.00	0.00	0.00		R	CLERICA
Total for Group					38.04-	38.04-	0.00	0.00	0.00	0.00			
REL*19*03													

 Cycle
 A
 Current
 0.00
 Delinquent
 38.04-

**RESOLUTION AUTHORIZING
PARTICIPATION IN THE
NORTH CAROLINA HEALTH INSURANCE POOL**

WHEREAS, North Carolina local governments, including any North Carolina county, city, or housing authority, may enter into contracts or agreements under Article 23 of Chapter 58 of the North Carolina General Statutes (the “Local Government Risk Pool Act”) to establish pools providing for life or accident and health insurance for their employees on a cooperative or contract basis with one another;

WHEREAS, the North Carolina Health Insurance Pool (NCHIP) is a pool providing for accident and health insurance for employees of North Carolina local governments in accordance with the Local Government Risk Pool Act; and

WHEREAS, this local government wishes to become a member of the NCHIP;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MACON, as follows:

SECTION 1 -- As of July 1, 2019, this local government will become a Member of the North Carolina Health Insurance Pool (NCHIP), an intergovernmental cooperative to pool health insurance risks with other North Carolina local governments. The terms and conditions of membership in NCHIP will be such terms and conditions as are imposed by the board of trustees of NCHIP and pursuant to the terms of applicable contracts and by-laws of NCHIP, as such may be amended from time to time.

SECTION 2 -- In accordance with N.C.G.S. § 58-23-5(e), the County Manager of this local government, or such other officer, as shall be authorized, is directed to give notice (or cause notice to be given) to the North Carolina Commissioner of Insurance no later than June 1, 2019,

in a form prescribed by the Commissioner that this local government intends to participate in NCHIP as of July 1, 2019.

SECTION 3 -- The County Manager of this local government, or such other officer, as shall be authorized, is directed to execute any documents necessary to complete the membership of the local government in NCHIP.

SECTION 4 -- This Resolution shall be in full force and effect upon its passage, approval and publication in pamphlet form, if required by law.

PASSED this 9th day of April, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

Chairman of the Board of Commissioners

ATTEST:

Clerk

**INTERLOCAL AGREEMENT FOR A GROUP SELF-INSURANCE POOL
FOR BENEFIT RISK SHARING**

This Interlocal Agreement for a Group Self-Insurance Pool for Benefit Risk Sharing (“Agreement”), made and entered into in duplicate originals this day of April 24, 2018 by and between all the parties who are now, or may hereafter become, members of the North Carolina Health Insurance Pool (hereinafter “Trust”):

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to pool the risks associated with the provision of benefits for their designated benefit plan participants (hereinafter “participants”) pursuant to, and to be governed by, the provisions of North Carolina General Statutes § 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A), § 153A-445, and § 58-23; and

WHEREAS, the members of the Trust have agreed upon designation of a Board of Trustees, in accordance with North Carolina General Statutes § 58-23-10 and pursuant to Article V of the Bylaws of the North Carolina Health Insurance Pool dated as of the date hereof (the “Bylaws”), to direct the affairs of the Trust; to adopt rules, regulations, and policies, and maintain Bylaws for implementing and administering the Trust; and to pass upon the admissibility of future members of the Trust; and

WHEREAS, by this Agreement the Trust will undertake to discharge, solely from the assets of this Trust, by payment, any claims for benefits covered by the Trust’s plan of insurance and benefits, which awards shall have been authorized by the rules of the Trust, and when claims are otherwise determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Trust agree to pay premiums and/or contributions based upon appropriate classifications, rates, loss experience, and other criteria adopted by the Board of Trustees in accordance with the Bylaws, out of a portion of which the Trust will establish and maintain a fund for the payment of the claims of participants of members, and further, that the members covenant and agree there will be no disbursements out of this fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Board of Trustees or as otherwise expressly permitted by the Bylaws.

WHEREAS, the members of the Trust, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES

The purpose of the Trust established by the signatories hereto is to allow members to jointly provide health benefits, including but not limited to life, medical, accident, and other related insurance benefits, for their participants and to provide for the risk sharing associated therewith. To this end, the Trust shall be governed by a Board of Trustees which shall be elected and act in accordance with Article V of the Bylaws.

SECTION II. TRUSTEES' POWERS, DUTIES, LIABILITY AND INDEMNITY

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement and in the Bylaws:

1. To establish guidelines for membership in the Trust;
2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;
3. To ensure that all valid claims are promptly paid;
4. To take all necessary precautions to safeguard the assets of the pool;
5. Maintain minutes of its meeting and make those minutes available to the Commissioner;
6. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Trust and the Trust;
7. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Trust; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; effect stop-loss coverage in such aggregate and specific amounts as is deemed appropriate; invest the assets of the Trust; provide wellness services and other risk management services for the Trust and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Trust;
8. To lease or rent real and personal property it deems to be necessary;
9. To borrow or raise monies for the purpose of the Trust and in the ordinary course of operation of the Trust (or otherwise in accordance with North Carolina General Statutes § 58-23-10(b)) to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing;
10. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;
11. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and
12. To take all necessary precautions to safeguard the assets of the Trust.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss

incurred through investment of Trust money or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Trust agree that, for the payment of any claim against the Trust or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Trust, and the Trustees shall not be liable therefor. Further, the Trust shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys' fees) and against all liability, losses, and damages of any nature whatever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Trust money or failure to invest.

SECTION III. PAYMENT OF CLAIMS

The members of the Trust agree that, for the payment of any claim against the Trust or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Trust, and the Trustees shall not be liable therefor. Accordingly, lawful claims will be paid from the assets of the Trust pursuant to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Trust shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Trust and a member, or such other criteria as may be established by the Trustees. The types and level of coverage shall be shown on a plan of insurance and benefits provided to each member. The Trust shall pay all claims (less the applicable co-pays or co-insurance) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk or where the risk is not covered, and except for amount of claims above the coverage provided by the Trust. The schedule so established may, from time to time, be amended by the Trustees (but not during any coverage period) to sustain the financial integrity of the Trust or to reflect the desires of the members as determined by the Trustees.

SECTION IV. MUTUAL COVENANT OF RISK SHARING

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Trust and contributing to the pool shall be liable to the Trust, to any other member, or to any claimant, except for the payment of the premiums and/or contributions provided for in its application for membership and joinder in this Trust and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

SECTION V. ADMINISTRATOR

The Executive Committee of the North Carolina Health Insurance Pool shall oversee day-to-day management of the Trust and shall have the authority to contract with third parties for provision of services to carry out the functions of the Trust. The Executive Committee may establish offices where necessary within the State of North Carolina and employ staff to carry out the Trust's purpose. The Executive Committee or its delegate shall deposit to the account of the Trust at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trust. The Executive Committee may enter into financial services agreements with financial institutions and issue checks in the name of the Trust.

SECTION VI. ADMISSION TO MEMBERSHIP; EXPULSION

All members of the Trust hereby agree that the Trustees may admit as members of this Trust only the units of local government set forth in North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The Board of Trustees or Executive Committee shall determine whether or not an applicant shall be admitted to membership, in accordance with Article V of the Bylaws. Except as otherwise provided in Section VII(g) of this Agreement and in accordance with Article XVII of the Bylaws, a member may be expelled by the Trustees from the Trust only with the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Trustees.

SECTION VII. RULES, REGULATIONS, POLICIES, AND BYLAWS; MEMBERS' RESPONSIBILITIES

The rules, regulations, policies, and bylaws for the administering of the Trust and the admission and expulsion of members shall be promulgated by the Board of Trustees. In addition, each member of the Trust agrees as follows:

- a) To make prompt payment of all premiums and/or contributions as required by the Board of Trustees pursuant to this Agreement, the Bylaws and any rules or policies of the Board of Trustees adopted in accordance therewith;
- b) To (and they do hereby) appoint the Board of Trustees and the Executive Committee as its agent and attorney-in-fact, to act in its behalf and to execute all contracts, reports, waivers, agreements, stop-loss contracts, and service contracts; to make or arrange for payment of claims and all other things required or necessary, as covered by the terms of this Agreement and the rules, regulations, policies, and bylaws as now provided or as hereafter promulgated by the Trustees;
- c) To permit the Trust to defend in the name of and on the behalf of the members any suits or other proceedings which may at any time be instituted against them for which the Trust may be obligated to make payment. It is agreed that the Trust shall make all final decisions regarding the legal defense of claims, and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Trust shall be grounds for expulsion of the member from the Trust;
- d) To cooperate in all respects with the Trust, the Board of Trustees, the Executive Committee, and any contractors of the Trust in carrying out the purposes of this Agreement;
- e) To pay any assessment duly levied by the Board of Trustees under the terms of this Agreement. If a member cancels or withdraws from the Trust, the member shall pay its pro rata share of any assessment relating to the member's period of enrollment;
- f) In the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event the member agrees to render all reasonable assistance to affect recovery;
- g) Risk sharing by the Trust under the terms of this Agreement shall begin upon payment of the premium and/or contributions by the member to the Trust. Risk sharing and insurance purchased from this Trust under the terms of this Agreement shall expire and be cancelled

automatically for nonpayment of premiums and/or contributions, and a member may be expelled from the Trust following the expiration of a fifteen (15) day cure period and written notice by the Board of Trustees, the Executive Committee, or their designee delivered to the member in accordance with Section XVI of this Agreement and Article XVII of the Bylaws specifying the date that cancellation shall be effective. In accordance with Article XIX of the Bylaws, no payment shall be required of the Trust as a result of any covered loss of a participant of the expelled member occurring after the date of expulsion; and

- h) In order that an adequate reserve may be maintained, the members further agree that the Board of Trustees shall have the right to assess the members pro-rata in such amounts as will be sufficient to maintain at all times a minimum reserve, equal to at least twice the monthly premium and/or contributions for the insurance and benefits provided by the plan. Should a member fail to pay any assessment as provided for in this Section within thirty (30) days of the assessment date, all interest and claim of such defaulting member in and to the Trust shall automatically cease.

SECTION VIII. ALLOCATION OF MONIES

The Board of Trustees is authorized to set aside from the contributions collected from members a reasonable sum for the operating and administrative expenses of the Trust. Monies in excess of those required to fulfill the purposes, costs, and other obligations of the Trust will be accumulated in the Trust or distributed to the members at the discretion of and in the manner provided by the Board of Trustees.

SECTION IX. FISCAL YEAR; CONTINUING CONTRACT; WITHDRAWAL OF MEMBERS SUBJECT TO PROVISION OF 90 DAYS' WRITTEN NOTICE

The Trust shall operate on a fiscal year from 12:01 a.m., July 1st to midnight on June 30 of the succeeding year (the "Trust Year"). Application for membership, when approved in writing by the Trustees or their designee, shall constitute a continuing contract for each succeeding Trust Year unless cancelled by the Board of Trustees, or unless the member shall have resigned or withdrawn from the Trust by having written notice delivered to the Executive Committee or its designee on or before March 31 (i.e., the written notice must be delivered to the Chair of the Trust in accordance with Article XVIII of the Bylaws, at least ninety (90) days prior to the last day, June 30, of the Trust Year).

SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING

Any member who formally applies for membership in this Trust and is accepted by the Board of Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of the Agreement on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal or Trust Year except as specifically permitted by the Bylaws. A terminating member is entitled to a final accounting when all incurred claims are concluded, settled, or paid.

SECTION XI. EXTENT OF INSURANCE BENEFIT TO PARTICIPANTS

No participant of a member or any person claiming by or through or under such participant shall have any right, title, or interest in or to the Trust or any part thereof; provided, however, that any participant who shall be actually covered by the policies of insurance of any person claiming by or through such participant shall, subject to the terms and conditions of the plan of insurance and benefits

under which the coverage is afforded, be entitled to the insurance benefits in the amount and to the extent provided.

SECTION XII. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE TRUST; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION

This Trust has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the pool shall continue for an indefinite period. However, the Board of Trustees reserves the right at any time to terminate the Trust by a written instrument to that effect executed by the Board of Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the pool shall continue to be used and applied, to the extent available, for the:

- a) payment of benefits to participants with respect to claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and
- b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the pool shall revert to the members of the Trust as of the date of termination pro-rata to the annual premiums and/or contributions of said members paid in the year of termination. Upon such termination, the Board of Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Trust.

SECTION XIII. AMENDMENT OF AGREEMENT

This Agreement may be amended by the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Trustees. Written notice of any amendment proposed for adoption by the Board of Trustees shall be delivered to each member in accordance with Section XVI of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Trustees shall be delivered to each member in accordance with Section XVI of this Agreement not more than 30 days after adoption.

SECTION XIV. HEADINGS

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

SECTION XV. INTERPRETATION

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim. The liability of the Trust to the participants of any member is specifically limited to such obligations as are imposed by the plan of insurance and benefits as approved by the Trustees.

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.

Failure of the Board of Trustees, the Executive Committee, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement together with the Bylaws (as the same may be amended from time to time) contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.

SECTION XVI. MEMBER REPRESENTATIVES; NOTICES

There shall be a Member Representative for each member of the Trust who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member's postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Executive Committee may provide notices hereunder. The Executive Committee shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member's chief administrative official as shown on the records of the Trust, and the member's postal mailing address, facsimile number and electronic mail address also shall be that as shown on the records of the Trust. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director as may apply with respect to a particular member.

Any notices required or permitted by this Agreement shall be in writing and may be given: in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom such notice is intended to be given at the address established under this Section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Trust shall be delivered, addressed or directed as follows, or to such other address as designated by the Executive Committee in written notice to the member provided in accordance with this paragraph:

North Carolina Health Insurance Pool
Attention: Chair of Board of Trustees
C/o: Kelsey Mayo, Esq.
301 S. College Street, Suite 2900
Charlotte, NC 28202

EXECUTION

IN WITNESS WHEREOF, the municipal entities listed below, each having already authorized its membership in the Trust by an authority duly authorized in such municipality, acknowledge the creation of and their membership in the Trust and their acceptance of obligations hereunder, by the due execution hereof by its duly authorized official.

ALLEGHANY COUNTY

By: _____
Name: _____
Title: _____

BRUNSWICK COUNTY

By: _____
Name: _____
Title: _____

CATAWBA COUNTY

By: _____
Name: _____
Title: _____

HILLSBOROUGH, TOWN OF

By: _____
Name: _____
Title: _____

MORRISVILLE, TOWN OF

By: _____
Name: _____
Title: _____

ORANGE COUNTY

By: _____
Name: _____
Title: _____

WAKE FOREST, TOWN OF

By: _____
Name: _____
Title: _____

EXECUTION

IN WITNESS WHEREOF, the municipal entity listed below, having already authorized its membership in the Trust by an authority duly authorized in such municipality, acknowledges its membership in the Trust and its acceptance of obligations hereunder, by the due execution hereof by its duly authorized official.

MACON COUNTY

By: _____

Name: _____

Title: _____

PREAUDIT CERTIFICATE

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

Finance Officer
Macon County

MACON COUNTY MONTHLY
AD VALOREM TAX COLLECTIONS REPORT

Mar-19

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance	Outstanding Collection Percentage
General Tax	1047405.5	0	-99.97	-6.81	1047298.72	-293971.03	8211.28	2292.91	-283466.84	763831.88	97.18
Fire Districts	156393.64	0	-13.97	-1.28	156378.39	-42874.03	0	505.8	-42368.23	114010.16	96.5
Landfill User Fee	163379.05	0	-285	-0.03	163094.02	-40742.51	0	285	-40457.51	122636.51	95.19
Totals	1367178.19	0	-398.94	-8.12	1366771.13	-37587.57	8211.28	3083.71	-366292.58	1000478.55	96.96
Year to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance	Outstanding Collection Percentage
General Tax	0	27128797.25	-28190.31	-1291.84	27099315.1	-26491922.77	122067.11	34372.44	-26335483.22	763831.88	97.18
Fire Districts	0	3261222.47	-3916.18	-198.9	3257107.39	-3148591.82	0	5494.59	-3143097.23	114010.16	96.5
Landfill User Fee	0	2554219	-1990	-22.61	2552206.39	-2431383.71	8.97	1804.86	-2429569.88	122636.51	95.19
Totals	0	32944238.72	-34096.49	-1513.35	32908628.88	-32071898.3	122076.08	41671.89	-31908150.33	1000478.55	96.96

The collection rate is 97.18% collected on 2018 general taxes, late listing penalties, discoveries and deferred taxes as of 3/31/2019 as compared to 97.3% on 2017 taxes as of 3/31/2018.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 9, 2019

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Appointments

COMMENTS/RECOMMENDATION:

- (A) **Library Board:** Per Karen Wallace, the Macon County Library Board of Trustees has an opening created by the expiration of Kathy Tinsley's term in March, and Debbie Tallent has expressed an interest in serving. Her application is attached.

Attachments 1 Yes No

Agenda Item 13 (A)

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

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

Mail to: County Manager's Office
5 West Main Street or FAX to: 828-349-2400
Franklin, North Carolina 28734

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

Name of Authority, Board or Committee applying for: Macon County Library

Name: Debbie Tallent

Address: 469 Wornock St. City: Franklin NC Zip: 28734

Telephone: Home 704-975-8270 Work
Cell

Occupation: Retired

Business Address:

Email Address: dtallent.12@yahoo.com

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

No Conflict

Educational Background

Assoc. Deg. Comm. Art

Business and Civic Experiences/Skills:

Rotary Club - Volunteering - Background Advertising & Marketing

Areas of Expertise and Interest/Skills:

Advertising & Marketing

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

Rotary Board - 4 yrs.

SIGNATURE: Debbie Tallent

DATE: 4/1/19