

MITCHELL COUNTY BOARD OF COMMISSIONERS

MINUTES

REGULAR SESSION

FEBRUARY 6, 2006

NORTH CAROLINA

MITCHELL COUNTY

The Mitchell County Board of Commissioners met in regular session on February 6, 2006 at 6:00 p.m. on in the Commissioners' Conference Room, Administration Building, Bakersville, N.C. Those present for the session were Keith Masters, Chairman; Ken Hollifield, Vice-Chairman; Phil Byrd, Member; Mike Hensley, Member; Jim Saylor, Member; Ryan Whitson, County Manager and Kathy Young, Clerk to the Board. Also present were Lloyd Hise, County Attorney; Mavis Parsley, Finance Officer; Nathan Hall, Reporter with the Mitchell News-Journal; Steve Murphy, reporter with WKYK Radio Station; Chuck Vines, Mayor Town of Bakersville; Cliff Vinson, NRCS; Carl Braswell, Lee Ellis, Jeff Gouge, David Carpenter, Fred Pitman, John Perry, Blaine Biddix, Ed Reid, Jana Reid, Roger Wilson, Harper Wilson, Lloyd Burleson, George Bruce Morgan, Carlos Buchanan, George A. Wilson and Keith McKinney.

1. **CALL TO ORDER** – Chairman Masters called the meeting to order at 6:00 p.m.
2. **INVOCATION** – Commissioner Hollifield gave the invocation.
3. **ADDITIONS OR CHANGES TO THE AGENDA** – Commissioner Byrd moved to add a letter of support to Davita for the dialysis center. Commissioner Hollifield seconded the motion and it carried unanimously.
4. **APPROVAL OF MINUTES** – Commissioner Hensley moved to approve the minutes for January 09, 2006. Commissioner Saylor seconded the motion and it carried unanimously.

Commissioner Saylor suggested that the minutes show only the action taken because of the amount of typing that the Clerk has to do. By consensus the Board agreed.

5. **REPORTS/PRESENTATIONS**
 - A. **Plaque from NRCS** – Cliff Vinson with NRCS presented Mitchell County with a plaque for its leadership in implementing the Emergency Watershed Protection Program in Western North Carolina in response to the September 2004 floods.
6. **ITEMS FOR DISCUSSION/DECISION**
 - A. **Closeout of New Courthouse Fund** – Commissioner Byrd moved to closeout the New Courthouse Fund and to move the \$43,216.50 to the General Fund. Commissioner Hensley seconded the motion and it carried unanimously.
 - B. **DSS Contract** – Commissioner Hensley moved to approve the DSS Contract (a copy is hereby attached and becomes a part of the minutes). Commissioner Hollifield seconded the motion and it carried unanimously.

- C. Properties from Town of Bakersville** – Commissioner Byrd moved to convey parcels 0863-07-58-4572, 0863-07-58-6863, 0863-07-68-0913 to the Town of Bakersville upon approval from the Federal Emergency Management Agency. Commissioner Hollifield seconded the motion and it carried unanimously.
- D. Request from Town of Bakersville** – Commissioner Saylor moved to convey parcel 0863-07-68-1547 to the Town of Bakersville upon approval from the Federal Emergency Management Agency. Commissioner Hensley seconded the motion and it carried unanimously.
- E. Letter of Support to Davita** – By consensus the Board agreed to send letters of support to Davita for a Dialysis Center.
7. **PUBLIC HEARINGS/MEETINGS** - None
8. **RESOLUTIONS/PROCLAMATIONS/ORDINANCES**
- A. Highway Patrol Resolution** – Commissioner Byrd moved to adopt the Highway Patrol Resolution (a copy is hereby attached and becomes a part of the minutes). Commissioner Hollifield seconded the motion and it carried unanimously.
- B. Resolution Concerning Buffering** – Commissioner Hollifield moved to approve the Buffering Resolution (a copy is hereby attached and becomes a part of the minutes). Commissioner Hensley seconded the motion and it carried unanimously.
9. **APPOINTMENTS**
- A. Mitchell County Long Term Care Community Advisory Committee**
Commissioner Hensley moved to reappoint Richard Haney to the Mitchell County Long Term Care Community Advisory Committee. Commissioner Saylor seconded the motion and it carried unanimously.
10. **RELEASES/REFUNDS**
- A. Releases/Refunds for Board Approval** – Commissioner Byrd moved to approve the Releases/Refunds for Board Approval (a copy is hereby attached and becomes a part of the minutes). Commissioner Hollifield seconded the motion and it carried unanimously.
- B. Releases/Refunds for County Manager Approval** – A copy of the Releases/Refunds for County Manager Approval is hereby attached and becomes a part of the minutes.
11. **COUNTY MANAGER' S REPORT** – County Manager Whitson gave a report on the following:
1. Confirmed case of rabies in Buladean
 - A. Animal Control Officer
 - B. 112 hours overtime for deputy in Buladean for two weeks
 2. Contract for slide cleanup put out for re-bid
 3. Health Insurance for employees up-date
 4. County seal and numbers for all vehicles
 5. Memorandum of Appreciation from Transportation Authority for new Pay Plan
 6. Cardboard pick-up from individual businesses
 7. Letter to EDC and Chamber of Commerce
 8. Sanitation District at Village of Penland
 - A. Unpaid taxes
 - B. Citizen Group from Deer Park Lake
 - C. Changing list to 1/7th of an acre track, selling for \$125,000
 9. Bank Branch Closure

10. Jail (6 Decisions)
 - A. Sheriff' s Department
 - B. Style of Building
 - C. Kitchen or no kitchen
 - D. Lobby or no lobby
 - E. Magistrate' s office or not
 - F. Staffing
11. Genesis ribbon cutting ceremony
12. Woody' s Sawmill
13. Health Department

A copy of the County Manager' s Report and supporting documentation is hereby attached and becomes a part of the minutes.

12. BOARD COMMENTS

Commissioner Byrd – Back to the County Manager' s Report. I would like to get this County Manager' s Report at the same time as we get our agenda. A lot of very important things were on this that came up tonight that I don' t think any of us were aware of. I would certainly like to be aware of it at the time when we get our agenda. Talking about item number 5 on the Pay Plan those folks deserved a raise they needed that. That was good. I have 55 other people on the bottom half of the pay plan that didn' t even get a raise. I think we still need to address those. The letter to the EDC and Chamber of Commerce you said action had to be taken with that and you wrote the letter. I disagree with that and that was set to expire without any action.

Chairman Masters – Let me interrupt you right there Phil. I asked Ryan to write that letter. I asked him to write the letter after conferring with our council. Our council recommended that we go ahead and address the four months issue in there just so there would be no misunderstanding on anybody' s part.

Commissioner Byrd – The letter speaks for itself and I am sure there is no misunderstanding except that letter does not speak for the entire board. I want to make that point clear with this board.

Chairman Masters – Let me make this point clear to you Phil, that contract expires on that date June 30th and there is a four month clause in there. To avoid any misunderstanding on anybodies part that was not going to rollover that is why I had him write the letter

Commissioner Byrd – I take issue with that Mr. Chairman. The contract says it will expire.

Chairman Masters – Lloyd do you want to give us your opinion?

County Attorney Hise – The contract says it will expire June 30th. My opinion was it expired June 30th. There was some question could there be any confusion about the language that you give four months notice if you want to terminate. My construction of that was that was required only if you were going to terminate it before June 30th 2006. But to avoid any confusion that it might be better to send them a letter saying we construe this to be the final termination date and we do give notice. I think there has been some feeling on part of some people who received that letter, and I can understand why they feel that way, that Mitchell County is saying they are getting out of the Economic Development business. I don' t think that should be construed as the intent of that letter. I hope and I believe that this Board is ready willing and able to negotiate a new agreement with EDC to be sure that after June 30th we still have a viable on going Economic Development Commission that is working to improve

the economic climate in Mitchell County. That is, certainly I feel, all of you want. There are some things that we need to sit down with the EDC and with the Chamber and revisit some issues and see how we can structure this thing to make it work. I don't believe that its intention from anybody on this board to say we are quitting economic development. I know its not your intention Phil, because you are one of those folks who was concerned that maybe this is saying we are getting out of the economic development.

Commissioner Byrd – Absolutely and that is what I am following up with is the letter speaks for itself. I think we need to handle these situations differently. That as a member of the Chamber of Commerce Board that I know when something like this is going on this before it goes in there.

Jeff Gouge – As a concerned citizen this letter concerned me very much. I have the letter right here. It is directed to Mr. Holtsclaw and Mr. Ashurst and it says this letter serves as formal notice that Mitchell County will not extend the current agreement that is in place between the County and the Chamber of Commerce and Economic Development. Present agreement expires on the 30th day of June. This letter meets the requirements set forth in Section 9 to give notice of four months prior to the end of the contract year to the other parties that Mitchell County no longer desires to continue this agreement. Which I would construe that any sort of agreement with either party at this point is over. Which would bring me to question – Is this not something that the Board should vote on in order to send out a letter like this? Is that –

Chairman Masters – No. It is not.

County Manager Whitson – Former County Manager Robert Wiseman sent a very similar letter out 3 or 4 years ago. It is the present agreement.

Jeff Gouge – You wouldn't have to vote on

Chairman Masters – What we will have to do Jeff, is to answer your question is this. This Board intends to stay in the Economic Development Commission business. What manner we choose to stay in it is what we are really going to be discussing in the coming weeks and months. The contract with the Chamber of Commerce to provide economic development for Mitchell County is what we are talking about right there. So that is it in a nutshell. We are not going to banter back and forth too much about this right now. I will let you make one more point.

Jeff Gouge – I am not trying to banter back and forth, but it appears to me that the present system we have had functioning was pretty successful.

Chairman Masters – That is not to say those options are not available. All that is saying is the contract that is in existence now ends June 30th.

Jeff Gouge – The contract states that.

Lee Ellis – Why would you want to cancel the contract?

Chairman Masters – It ended. The contract has ended. The renegotiation of a contract or some sort of development will have to take place on July 1.

Steve Murphy – So you are unhappy with the contract as is?

Chairman Masters – No. That is not what we are saying at all. We are saying the contract ends and that the contract is not automatically going to roll over.

Jeff Gouge – Why would you not want it to rollover since it has been so successful as we have all seen as citizens of the county.

Chairman Masters – I think we want to examine all of our contracts. Right now we are trying not to rollover any contracts whatsoever.

Jeff Gouge – A successful contract is something you should consider leaving in place.

Chairman Masters - Well, but every time you have a contract with somebody and that contract expires would you not revisit and look at it again to make sure everything was in place.

Jeff Gouge – If it was a successful contract, I certainly would hope that I could retain it. I would do everything I could to ensure the contract and the person that has that contract with me to see that all parties are happy with it. It is just common sense.

Chairman Masters – Common sense on this is that the contract expires on June 30th we have notified the Chamber of Commerce that it is expiring June 30th. That is the extent of that and that is the way that letter should be interpreted.

Jeff Gouge – Maybe it should have been worded a little bit differently.

Chairman Masters – I think it is straight forward and to the point.

Commissioner Hollifield – I think what just took place here is this. I understand it right it took the Board' s decision to enter into this contract, the way I understand it or the way I look at it. To me what needed to take place instead of this letter being written was we new this contract was going to be ending in June, this Board should have come together and discussed the contract. That would have been the thing to do. I was taken back by this same thing. This same thing leads me to believe for what it is worth, we no longer want to do business with economic development. I gathered that and probably anybody would, but I think-

Chairman Masters – Do you still want to do business with them? Is that what you are saying?

Commissioner Hollifield – What I am saying is that it took a Board decision to enter into an agreement, why did the Board not sit down and decide to go out of agreement? Why does it take a Board to enter into a contract when one can decide to go out? Why didn' t he one go ahead and make the contract to start with?

Chairman Masters – Well, when we enter into another agreement with somebody or we do something with economic development the Board will also again do that.

Commissioner Hollifield – I hope.

Lee Ellis – Is the Board going to meet with the Chamber Board on this?

Chairman Masters – I guess they can come to us. I don' t know if we are to that point yet, but probably yes at some time.

Steve Murphy – Do you anticipate there will be a contract?

Chairman Masters – Can' t answer that.

Steve Murphy – What would you see as the next step?

Chairman Masters – The next step will be that this Board at some point in time, hopefully before the 30th of June will sit down and discuss what they want to do with economic development and how they want it run from here on. I don't know, my opinion about this job is the County Commissioners are saddled with certain responsibilities and I think in this case one of those responsibilities is to provide economic development services. I think that this previous Board kind of farmed out those responsibilities and I don't know how good or how bad that is. One section that you are not addressing here is that there are two specific sections in the contract. One of those sections calls for basically a description of what the EDC Director is going to do. The other calls for audits of the program. We have asked for via a letter to the Chamber of Commerce we have asked for a job description and for those audits and we have not received it.

Lee Ellis – I am a member of that Board and I was unaware of that and see that you get it

Chairman Masters - Lee let me mention one thing, we mean audit not financial statements.

Lee Ellis – I know the difference.

County Manager Whitson – Sir, I can get you a copy of the letter.

Lee Ellis – I would ask at that point in time when we provide the information is it this Board's intention to work in good faith toward a resolution similar to the way it has been working, since we are all in agreement that it has been successful.

Chairman Masters – I will speak for my part of it and I think I can speak for the majority of the Board, and that is we will want to look at it from the stand point of what mechanism will provide the best service to the County in that line of economic development realm. I think it is about what works the best.

Commissioner Byrd – Section 9 of the agreement – “ this agreement shall become effective July 1, 2002 and shall continue until June 30, 2006 unless the County, EDC or Chamber member gives written advance notice of four months prior to the end of the contract year to the other party that they no longer desire to continue the agreement” I am simply saying is this is set to expire by previous action and did not need

Chairman Masters – After meeting with our Attorney,

County Attorney Hise – Let me clarify this. My interpretation was the same as yours but there was conflict, there may have been some misunderstanding and I said you know my opinion it terminates. There is language in there that could be misconstrued. If there is notice that it terminates then it terminates. Then send the notice. The letter Ryan to clarify a point in a contract may have confused them. Because I know some people who read the letter said they are getting out of the economic development business and to the extent that it was construed that it should not be, I don't believe.

Commissioner Byrd – My point is this is really, is where we are in the business or not that we should handle that differently and the Board be notified. All the Board especially those who are members of that Board as to what is going to happen. It should be known. I should know that a letter is going out to the Chamber Board if I am on that Board of this magnitude. That is my point with this. Secondly, I hope and I feel like this Board will continue in economic development and in conjunction with the Chamber this is one issue that we have all agreed on and have

worked on to push. I want us to continue to moving forward with this and to discuss this. The other two Boards I know are wanting to do the same with us. We have been very successful. We have had more come in than we have had in years and I think we need to move forward in trying to reach a new agreement.

Commissioner Hensley – From my personal standpoint we are not getting out of the economic development period. We are going to push harder than ever and I speak for every member of the Board not as an individual, we will push for economic development. This comes up on June 30th. This is a letter and that is all it is. Everything will be discussed and gone into after June 30th. Sorry you weren't notified or whatever, what I am saying is we have until June 30th to work on this and everything. So whatever we come up with from now until then is not going to effect economic development of Mitchell County. That is one thing that we will all work on the economic development of this county and further it more and more as we can.

Harper Wilson – Yes, I would like to respond to your question regarding the letter requesting the job descriptions and the financial audits. I am a Chamber Board Officer. I am aware of that letter. That letter is dated mid January and we have only had it for a few days. I know the staff is in the process of preparation of the information you asked for and you will have it very shortly.

Chairman Masters – So you have annual audits?

Harper Wilson – We have annual – Your CPA auditor –

Chairman Masters – Yea, but I mean have the audits been done. Have audits already been done?

Harper Wilson – We are discussing what you need with your auditor. I don't know the answer to your question.

Chairman Masters – You do not know where you have had an audit done or not.

Harper Wilson – I don't know.

Jeff Gouge – I would hope, I don't know how many of you read the article in the paper on Franklin Graham. Mr. Graham made a note in there that said I am good at several things. The things that I am good at I do them. The things that I am not good at I get people to do that are good at. I would hope that you would keep that in mind when you are considering what the Board would like to do with economic development.

Chairman Masters – That is exactly what I just said. We are going to try to make the best decision on what will provide the best service in that area to this county.

Nathan Hall – It sounds like Mr. Byrd and Mr. Hollifield were the only two that didn't know about that letter before it went out.

Commissioner Hensley – I didn't know about it.

Commissioner Saylor – I didn't know about it.

County Attorney Hise – The Village of Penland has been on the back burner for a long time. I think this Board needs to address that issue and make a decision one way or the other. They have been very patient. My

request as County Attorney is that we put that on the agenda for next month and make a decision. They are entitled to a decision.

Chairman Masters – Agreed. I do want to meet with you on the letter they sent to us.

13. CLOSED SESSION

14. CITIZEN & AUDIENCE COMMENTS

A. Matters on the Printed Agenda

B. Matters not on the Printed Agenda

- 15. ADJOURNMENT** – Commissioner Hollifield moved to adjourn the meeting. Commissioner Byrd seconded the motion and it carried unanimously.

The meeting adjourned at 7:55 p.m.

MITCHELL COUNTY BOARD OF COMMISSIONERS

Keith Masters, Chairman

Ken Hollifield, Vice-Chairman

Phil Byrd, Member

Mike Hensley, Member

Jim Saylor, Member

ATTEST:

Kathy Young, Clerk to the Board