

HAYWOOD COUNTY COMMISSIONERS**REGULAR MEETING – NOVEMBER 21, 2011****CALL TO ORDER**

Chairman Mark S. Swanger convened the regular meeting of the Haywood County Board of Commissioners at 5:30 p.m. in the Historic Courtroom at the Haywood County Historic Courthouse, Waynesville, North Carolina, with Chairman Mark S. Swanger, Vice-Chairman J.W. "Kirk" Kirkpatrick III, Commissioners L. Kevin Ensley, Michael T. Sorrells and Bill Upton, present. Staff members present were County Manager Marty Stamey, County Attorney Leon M. "Chip" Killian, III, Finance Director Julie Davis, and Public Information Officer David Teague .

PLEDGE OF ALLEGIANCE

Chairman Swanger led the pledge of allegiance.

INVOCATION

Commissioner Kevin Ensley offered the invocation.

CALL TO PUBLIC HEARING for the expenditure of Secondary Road Construction Funds for Haywood County - Joel Setzer, P.E., NC Department of Transportation Division Engineer

Chairman Swanger recognized Marty Stamey, County Manager, for a call to public hearing for the expenditure of secondary road construction funds. Mr. Stamey stated that the NC DOT would like to request a public hearing for December 19, 2011 in reference to the secondary road improvement program for fiscal year 2012. The allocation is for \$646,408. The hearing was set for 12/19/11 at 5:30 by Chairman Swanger.

PUBLIC COMMENT SESSION

Chairman Swanger opened the public comment session. Comments are generally limited to three minutes per individual, unless the speaker is representing a group for which the comment period may be extended to five minutes. No one addressed the board.

Chairman Swanger closed the public comment session.

CONSTITUENT CONCERNS

The Board of Commissioners had no concerns at this time. Commissioner Sorrells wished everyone a safe and happy Thanksgiving.

DISCUSSION / ADJUSTMENT / APPROVAL OF CONSENT AGENDA

No discussion or changes to the agenda.

CONSENT AGENDA

Vice Chairman, Kirk Kirkpatrick made a motion that the consent agenda as presented be approved. Commissioner Upton seconded, and the motion carried unanimously.

- Approve November 7, 2011 Regular Meeting Minutes (only change was under Constituent Concerns – Commissioner Upton attended the 4-H Banquet instead of Vice-Chairman Kirkpatrick)
- Approve November 7, 2011 Special Meeting Minutes
- Approve September 2011 Refunds, Releases, Amendments and Discoveries – David Francis, Tax Administrator, had nothing to report out of the ordinary. There were no questions or comments.
- Resolution Declaring Surplus Property and Sale via Electronic Auction – Donna Corpening, Purchasing Manager, presented this Resolution in accordance with NC General Statute 160A-265, which authorizes the Board of Commissioners of Haywood County to dispose of the surplus property and General Statute 160A-270C, which authorizes the sale of surplus property by means of electronic auction. Ms. Corpening stated that this is a small lot of office supplies and eight vehicles.
- Budget Amendment: Emergency Management - \$3,938 – Reimbursement Julie Davis, Finance Director, stated that our Emergency Management Director was asked to deploy to Pamlico County for Hurricane Irene. Pamlico County reimbursed us for his travel and extra expenses.



**RESOLUTION
DECLARING SURPLUS PROPERTY
AND SALE OF PROPERTY VIA ELECTRONIC AUCTION**

WHEREAS, N.C.G.S. 160A-265 authorizes The Board of County Commissioners of Haywood County to dispose of surplus property, and N.C.G.S. 160A-270(c) authorizes the sale of surplus property by means of electronic auction, and

WHEREAS, Haywood County has in its possession:

- 1 – lot of old office inventory supplies – Finance
- 1 – 1977 Chevy 4x4 Truck #0980 – for parts/metal – Solid Waste WOLF
- 1 – 1997 Ford Crown Vic #6465 – Sheriff Office
- 1 – 1999 Ford Crown Vic #2607 - Sheriff Office
- 1 – 2001 Dodge Durango #9964 – Drug Seizure Vehicle (Proceeds to Schools) -Sheriff Office
- 1 – 2002 Ford Crown Vic # 0526 – Sheriff Office
- 1 – 2005 Chevy 3500 Ambulance #0965 – EMS
- 1 – 2005 Chevy 3500 Ambulance #1883 – EMS
- 1 – 2008 Ford F450 Ambulance #5497 – EMS

no longer of use to the county.

NOW, THEREFORE, BE IT RESOLVED by The Board of County Commissioners of Haywood County meeting in general session on Monday, November 21, 2011, that:

1. The Haywood County Purchasing Manager is hereby authorized to declare surplus:

- 1 – lot of old office inventory supplies – Finance
- 1 – 1977 Chevy 4x4 Truck #0980 – for parts/metal – Solid Waste WOLF
- 1 – 1997 Ford Crown Vic #6465 – Sheriff Office
- 1 – 1999 Ford Crown Vic #2607 - Sheriff Office
- 1 – 2001 Dodge Durango #9964 – Drug Seizure Vehicle (Proceeds to Schools) -Sheriff Office
- 1 – 2002 Ford Crown Vic # 0526 – Sheriff Office
- 1 – 2005 Chevy 3500 Ambulance #0965 – EMS
- 1 – 2005 Chevy 3500 Ambulance #1883 – EMS
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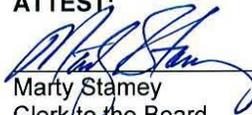
2. The board authorizes the sale of said surplus via electronic auction beginning November 22, 2011.

ADOPTED this 21st day of November, 2011.



 Mark S. Swanger, Chairman
 Haywood County Board of Commissioners

ATTEST:



 Marty Stamey
 Clerk to the Board

HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2011-2012

PER: _____
JNL: _____

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2012.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
Emergency Management:				
Salaries & Wages - Overtime	114375-512200	-	3,080	3,080
Fuel/Gas	114375-525002	3,000	624	3,624
Travel	114375-531100	629	234	863
				-

which will result in a net increase (decrease) of \$ 3,938 in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
Intergovernmental Revenue:				
Crime Control & Public Safety	110050-443750-12DEP	-	3,938	3,938
				-
				-
			3,938	-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the 21st of November, 2011.



Chairman
Haywood County Board of Commissioners

ATTEST:


Clerk to the Board

Explanation:
To appropriate the reimbursement from Crime Control and Public Safety for our emergency management director to deploy to the Hurricane Irene site.

AGENCY / ADMINISTRATIVE REPORT**Audit report for June 30, 2011 – Dixon Hughes Goodman, LLC**

David Kerestes, Audit Manager for Dixon Hughes Goodman, presented the results for the 2011 audit. There were two reports, the Comprehensive Annual Financial Report (CAFR) that Julie Davis and her team prepared and the smaller report from Dixon Hughes. Mr. Kerestes stated that at the conclusion of the audit, they are required to communicate certain things in writing, which is the purpose of this report. Their responsibility under the auditing rules is to give an opinion on the financial statements and the federal and state grants. These few opinion pages in the report are the only pages that belong to Dixon Hughes; everything else belongs to and is the responsibility of Haywood County. Mr. Kerestes commented that a new rule implemented this year is the GASB 54 Fund Balance Reporting, strictly a reporting requirement with five new categories of fund balance and does not affect the financial records on a day-to-day basis. In the audit and financial statement summary, he stated that he issued an unqualified or clean opinion on the financial statements and on the federal and state compliance reports. This is the highest form of assurance they can give, and he is happy to say there are no findings. He thanked Ms. Davis, Mr. Stamey and everyone in finance for a great job. Chairman Swanger and Commissioner Ensley also thanked Ms. Davis and her staff.

NEW BUSINESS**Strategic Plan/Feasibility Study for Champion Drive/I-40 Buckeye Cove Critical Wastewater Upgrade – Town of Canton**

Al Matthews, Town Manager, presented the proposed Champion sewer line upgrade that includes three pump stations and minor modifications to an 8-inch sewer line so the area can expand economically. At this time, it is at or exceeds capacity and is desperately in need of upgrading. All funding is in-place with a grant of \$600,000 from the NC Rural Center, \$100,000 from Golden Leaf, and \$300,000 from the Appalachian Regional Commission (ARC); the Town of Canton is contributing, and he hopes the County will be able to do so as well. The project centers on economic development; and by this upgrade, the Town of Canton sees a substantial amount of growth and development in that corridor. Mr. Matthews commented that Exit 31 has the potential to be the growth center for Haywood County for the next several years. His purpose tonight is to ask the County to contribute \$40,000 as a match to show a cooperative effort between the town and the County. Mr. Stamey stated that the funds are currently available from the water and sewer project that was formerly used in Barber's Orchard. It is his recommendation to help the town, because it is going to be a huge growth corridor. Commissioner Ensley commented that a lifeline for economic development is water and sewer availability, and he appreciates Canton's approach to upgrade their water and sewer lines because an interstate exit off I-40 is an under-utilized asset that the County has.

Commissioner Upton made a motion to approve an appropriation of \$40,000 to the Town of Canton for the Buckeye Cove Critical Wastewater Upgrade, noting that those funds are currently available in the water and sewer project that was formerly used in Barber's Orchard. Commissioner Ensley seconded, and the motion carried unanimously.

DSS/Health/Building and Environmental Services – Approval of Substantial Completion

Dale Burris, Facilities and Maintenance Director, requested that the Board of Commissioners allow the Chairman to approve the substantial completion letter, Document G704-2000, under the AIA Documentation of the project once it is received from Padgett and Freeman and approved by Murray Construction, the Contractor onsite. He does not have this from the architect at this point, but the completion date is November 24, 2011 when County offices will be closed.

Vice-Chairman Kirkpatrick made a motion that Chairman Swanger be empowered to sign the substantial completion letter. Commissioner Sorrells seconded, and the motion carried unanimously.

Roof Replacement for Haywood County Garage

Dale Burris, Facilities and Maintenance Director, received three quotes for the three proposals for the roof replacement, all based on an over-build metal roof instead of putting a flat roof back on this building. T&C Construction of NC, Inc. was the low bidder at \$26,800. This is in the budget, so he would like to request approval from the Board to use this capital expenditure money to replace this roof by the Contractor, T&C Construction.

Commissioner Upton made a motion that the roof replacement for Haywood County Garage be awarded to T&C Construction of NC, Inc. at a cost of \$26,800. Vice-Chairman Kirkpatrick seconded, and the motion carried with a 4-1 vote with Commissioner Sorrells voting against.

North Carolina Department of Corrections Lease for Probation and Parole Office Space in the Justice Center

Marty Stamey, County Manager, presented a 3-year lease for \$1 a year. This is office space for probation and parole in the Justice Center. Attorney Killian reviewed the lease agreement, which is a renewal of the current lease and goes into effect January 2012.

Commissioner Sorrells made a motion to approve the lease between Haywood County and the NC Department of Corrections for space in the Justice Center for a term of three years as presented. Vice-Chairman Kirkpatrick seconded, and the motion carried unanimously.

OCT 17 2011



North Carolina Department of Correction

Departmental Purchasing & Budget

2020 Yonkers Road 4227 MSC Raleigh, NC 27699-4227
 Phone: (919) 716-3250 Fax: (919) 716-3983 or (919) 716-3984

Beverly Eaves Perdue, Governor Barbara Baker, CPO, BO Alvin W. Keller, Jr., Secretary

October 12, 2011

Mr. Marty Stamey
 Haywood County Manager
 215 N. Main Street
 Waynesville, NC 28771

RE: No Cost Lease for County Provided Space in Waynesville, Haywood County, NC (Attached Lease)

Dear Mr. Stamey:

The State Property Office of the Department of Administration has determined a "no cost" lease agreement would be beneficial for the occupation of County provided office space for Probation and Parole. This lease agreement protects the rights of both the County and State and provides a paper trail for both parties. Said lease agreement is much like the ones that the County and State enter in to for use of building and land rights throughout the State. I assure you that said lease does NOT obligate the County for any more than what the County already provides.

Please review the attached lease document and feel free to call me to discuss any concerns you may have. Upon your review and approval, please sign both originals of enclosed lease, have notarized and return to me at the address listed above. Said lease will be executed by the State Property Office and one original will be returned to you for your records. Please leave the date on the first page blank as this will be completed by the State Property Office upon execution.

Haywood County retains the right to move the Probation and Parole office operations (staff) to a suitable location anytime during this lease period; however, the County agrees to give the Department of Correction not less than a sixty (60) day written notice of any said intent. Any office space that the County proposes to relocate to must be reviewed and approved jointly by the County Commissioners, County Manager, Judicial District Manager (JDM) and the Department of Correction Real Property Officer **prior** to the move. (Said notice is to give Probation and Parole time to move staff, furnishings, obtain and install telephone and computer systems).

In the event that the County is reimbursing the State for a private sector lease and the County desires the Department of Correction to continue said lease past the termination date or to renew for another term, the County agrees to give to the Department not less than one hundred and twenty (120) days written notice prior to the termination date of the current lease. (Time is needed to advertise, conduct market analysis, negotiate, and execute another lease agreement).

Should you have any questions or concerns, please feel free to contact me at 919-716-3279. Thank you in advance for your assistance in this matter.

Sincerely,

Ronald R. Moore, Real Property Officer

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF CORRECTION**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the 21st day of November, 2011, by and between **COUNTY of HAYWOOD** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

WITNESSETH:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 17th day of April, 1985; and

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the City of **Waynesville, County of Haywood**, North Carolina, more particularly described as follows:

Being +/- 3,495 net square feet of office space located at 285 N Main Street, Waynesville, Haywood County, North Carolina.

(DEPARTMENT OF CORRECTION)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) Years commencing on the 1st day of **January, 2012** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 31st day of **December 2014**.
2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollars per term to be payable within fifteen (15) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

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The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to invoice the amount thereof to the Lessor for reimbursement. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises is destroyed by fire or other casualty without fault of the Lessee, and or partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair the Lessee (with concurrence of the County) shall have the right to obtain similar office space by lease at the expense of Lessee with reimbursement from the County.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **215 N. Main Street, Waynesville, North Carolina 28786** and the Lessee at **2020 Yonkers Road, 4227 Mail Service Center, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

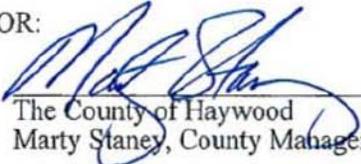
“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

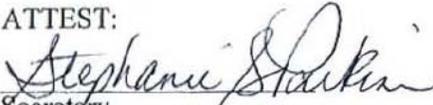
[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: _____ (SEAL)
TITLE: Chief Procurement & Budget Officer
Barbara Baker

LESSOR:  _____ (SEAL)
The County of Haywood
Marty Staney, County Manager

ATTEST:

Secretary
(CORPORATE SEAL)

Appointment of Jury Commissioner

Chairman Swanger stated that there was one applicant, Mr. R. David Clement. The Board interviewed him prior to the meeting this evening.

Vice-Chairman Kirkpatrick made a motion to appoint Mr. Clement to the Jury Commission. Commissioner Upton seconded, and the motion carried unanimously.

Approval of County Calendar for Year 2012

Marty Stamey, County Manager, proposed that in the future, the County use the Office of State Personnel's Holiday Schedule; currently, our holidays do not match up with the State holidays. That way, the holiday schedule can be posted on our website three years in advance, and everyone will know when County Offices will be closed. In December, only the meeting schedule for the Board of Commissioners will have to be addressed.

Commissioner Sorrells made a motion to approve the County Calendar for 2012 as presented. Commissioner Ensley seconded, and the motion carried unanimously.

CLOSED SESSION

Vice-Chairman Kirkpatrick made a motion to enter into Closed Session for Attorney / Client Privilege as provided in G.S. §143-318.11(a)(3). Commissioner Upton seconded, and the motion carried unanimously.

ADJOURNMENT

Commissioner Upton made a motion to adjourn the regular Board meeting. Vice-Chairman Kirkpatrick seconded, and the motion carried unanimously.

The time of adjournment was 6:58 p.m. The DVD is attached by reference to the minutes.

CLERK

CHAIRMAN