

HAYWOOD COUNTY COMMISSIONERS

REGULAR MEETING – MARCH 5, 2012

CALL TO ORDER

Chairman Mark S. Swanger convened the regular meeting of the Haywood County Board of Commissioners at 9:00 a.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, Public Information Officer David Teague, and Executive Assistant/Deputy Clerk Amie Owens.

PLEDGE OF ALLEGIANCE

Chairman Swanger led the pledge of allegiance.

INVOCATION

Commissioner Sorrells offered the invocation.

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.

Monroe Miller expressed his objection to the transfer of responsibilities within proposed Slope Ordinance Changes. Mr. Miller read an email that he received from a constituent related to Haywood Regional Medical Center (HRMC) and its reported financial situation, and possible interventions by this Board.

Ernestine Upchurch expressed appreciation to the Board for naming a building in the County as a senior center. She thanked members for their judgment in providing a location that serves as a resource center for senior citizens. She invited the members to an open house event at the new center, as well as extending the invitation for members to come, watch, or participate in the Haywood County Senior Games in May.

Commissioner Ensley explained that related to the Slope Ordinance and state intervention, contractors expressed that they preferred local control and appreciated assistance provided by the Erosion Control staff in Haywood County.

Commissioner Sorrells added that contractors that he deals with have nothing but positive comments related to the Erosion Control department. Commissioner Sorrells noted that he is impressed with the number of programs available for senior citizens in the County at the Senior Resource Center.

Chairman Swanger commented that the goal of the Board related to HRMC is to ensure a viable hospital, and ensure that jobs and the County's interests are protected.

Chairman Swanger closed the public comment session.

CALL FOR PUBLIC HEARING FOR NEW COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SCATTERED SITE HOUSING APPLICATION

Chairman Swanger recognized David Teague, Grants Coordinator. Mr. Teague provided historical information related to previous CDBG grant cycles including a description of how the funds were used for repairs or replacement of low-income housing. Mr. Teague's request is for the first of two public hearings for public input that are required for submission of the application. At the March 19 meeting, public input is sought related to design of the program, including the distribution of funds. At this hearing, a Citizens' Committee will provide recommendations related to which houses may be assisted under the program. An additional public hearing is required to present the finalized plan for approval and subsequent submission of the application.

Chairman Swanger noted that if there were no objections, a public hearing would be scheduled for 5:30 p.m., March 19, 2012 at the regular meeting.

CONSTITUENT CONCERNS

Commissioner Upton has received several comments that the use of the building on Paragon Parkway was a good decision by the County. The parking lot remains full and all of the surrounding businesses are benefiting from the increased patronage. Commissioner Upton noted that the projects being undertaken now on behalf of the senior population would benefit everyone in the future.

Vice-Chairman Kirkpatrick noted Jim Armstrong asked him to convey his appreciation for what has been done for seniors and for the senior center.

DISCUSSION / ADJUSTMENT / APPROVAL OF CONSENT AGENDA

There were no adjustments to the agenda.

CONSENT AGENDA

Commissioner Ensley made a motion that the consent agenda as presented be approved. Commissioner Upton seconded, and the motion carried unanimously.

- Approval of February 20, 2012 regular meeting minutes

- Budget Amendment:
Health Department - \$2,538 – ARRA funds for infection control program

Julie Davis, Finance Director, explained that these funds were from the American Recovery and Reinvestment Act (ARRA) to be used for infection control programs.

HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 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
Health Department				-
Training	115110-539500	2,390	500	2,890
C/O-Data Processing	115110-552000	4,960	1,500	6,460
Supplies	115110-526000	5,775	538	6,313
				-
				-
				-
				-
which will result in a net increase of \$		2,538	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
ARRA-Infection Control	110050-451557	-	2,538	-
				-
				-
				-

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

Adopted this the 5th day of March, 2012

 Chairman
 Haywood County Board of Commissioners

ATTEST:

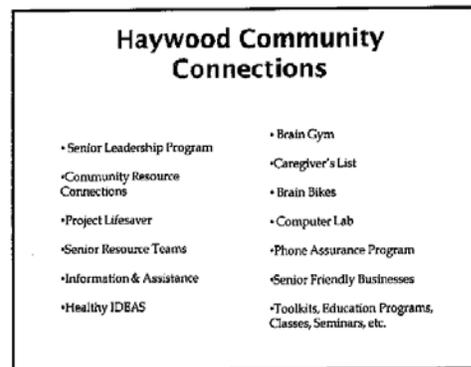
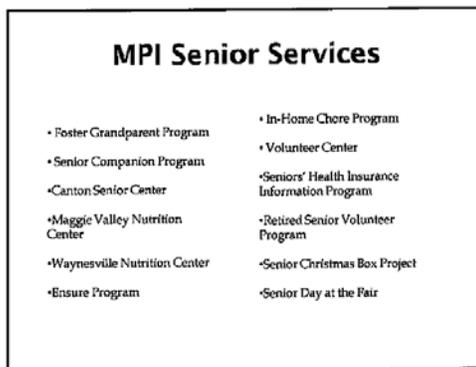
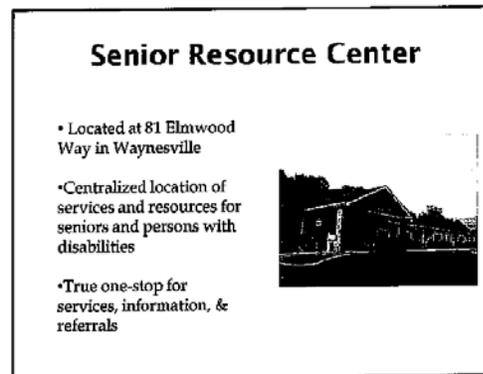
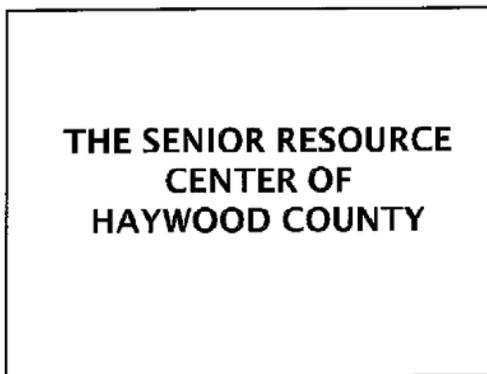
 Clerk to the Board

Explanation: ARRA funds received from Epidemiology/Communicable Disease Branch. Funds to be used for training, purchase of a laptop computer, software and supplies needed for training.

ADMINISTRATIVE/AGENCY REPORT

Chairman Swanger recognized Eddie Wells, Manager, Senior Resource Center. Mr. Wells thanked the Board for their proactive approach in meeting the needs of seniors, as well as for the opportunity to speak about the center and its current and future plans. Mr. Wells noted that the name of the facility has been finalized - the Senior Resource Center of Haywood County (SRC). Mr. Wells provided a power point presentation highlighting the various opportunities, activities, and services available through the SRC. Mr. Wells noted that most programs are funded via grants; also there has been no increase in employees as the services are now centrally located. Mr. Wells invited the Board to an open house at the SRC on March 27 from 2 p.m. until 4 p.m.

Chairman Swanger thanked the volunteers who help to make the various programs successful and give their time to benefit the citizens of Haywood County. Commissioner Sorrells added that, from the presentation, approximately \$3 million dollars in annual program cost is saved due to these volunteers. It is impressive the commitment shown by the volunteers.



New Agencies Coming to SRC

- Department of Social Services
- 30th Judicial Alliance
- Disabilities Partners
- Alzheimer's Association
- Level 2 In-Home Care Program
- MPF intake program
- Crisis Intervention Program

Foster Grandparents

Share Today. Shape Tomorrow.

- Senior volunteers working one-on-one with special needs children
- 60 FGP volunteers serving over 60,000 hours a year
- Volunteers receive a tax free hourly stipend, mileage reimbursements, leave, insurance, recognition, etc.
- Annual volunteer impact approx. 1.1 million dollars



Senior Companions

Make Independence a Reality



- Senior volunteers helping other seniors maintain their independence
- 55 SCP volunteers serving over 55,000 hours annually
- Volunteers receive a tax free hourly stipend, mileage reimbursements, leave, insurance, recognition, etc.
- Volunteer impact approx. 1 million dollars annually

Congregate Nutrition Program

- Canton Senior Center, Maggie Valley Nutrition Site, & Waynesville Nutrition Site
- Meal, health promotion, crafts, seminars, field trips, shelf stable boxes, computers, bingo, socialization
- Over 12,000 meals served to approx. 250 seniors each year



In-Home Level 1 Chore Program



- Assists senior adults with home management tasks to help them remain living independently
- Cleaning, cooking, shopping, errands for groceries, medications, etc.
- Approximately 3800 hours served to 75 seniors each year.

RSVP

Lead With Experience

- Senior Volunteers serving non-profit agencies
- Approx. 120 volunteers serving 25,000 hours each year
- Volunteers receive limited mileage reimbursements and supplemental insurance
- Volunteer impact over \$400,000



Volunteer Center



- Links volunteers to organizations in Haywood County
- 191 active volunteer & 64 agencies
- RSVP
- Seniors' Health Insurance Program (SHIP)
 - * Non biased counseling for Medicare beneficiaries
 - * Served 373 Medicare beneficiaries last year and saved them \$192,144
- Senior Wood Project - 74 loads last year
- Fundraising
- Volunteer Awards

Additional Programs

- Senior Day at the Fair
- Senior Christmas Box Project
- Ensure Program
- Living Healthy Program



CAREGIVER RESPITE TRAINING AND LIST



• Helping families provide employable respite providers

Senior Leadership Graduates Community Support Teams

- 80+ graduates; 13 teams
- 14 week training
- Over 12,000 hours annually (Valued over \$250,000)



CRC - (Community Resource Connection)

Over 5,000 served each year



Brain Gym

BRAIN BIKES

COMPUTER LAB/IPADS



NEW PROGRAMS ADDED



Healthy IDEAS



Senior Friendly Businesses



Project Lifesaver



Phone Assurance Program

Dr. Lisa Verges

- Geriatric Psychiatrist on site
- Patients with cognitive impairment and dementia
- Great service and information to families caring for loved one with dementia



DSS Services for Seniors

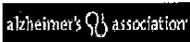


- Meals on Wheels - 196 currently receiving a meal
- Adult Medicaid Program
- *Medicaid for Aged-1067 receiving
- *Medicaid for Disabled - 1912
- Medicaid Transportation - over 900 a year
- Food & Nutrition Services Program (FNS)
- *Food assistance to 10,152 participants in 4952 cases
- Community Alternatives Program (CAP)



- Independent living services for persons with disabilities
- Information & Referral
- Social Activities
- Peer Support
- Advocacy
- Community Education



	
<ul style="list-style-type: none"> • Education • Support • Information • Referral • For individuals and family members 	<ul style="list-style-type: none"> • Coalition of local and regional agencies serving victims of domestic violence, dating violence, stalking and sexual assault. • The Elder SAFE (Safety Assurance for Elders) Program • Community action and awareness of elder abuse

THANK YOU

NEW BUSINESS

Request adoption of the revisions to the Slope Ordinance

Chairman Swanger recognized Marc Pruett, Erosion and Sediment Control Director. Mr. Pruett explained that suggested changes to the ordinance include revision of the title of oversight from County Engineer to Engineering Coordinator, and other minor revisions endorsed by the Engineering Review Board and the County Attorney. A copy of the Slope Ordinance with the proposed changes has been posted on the County website, and a public hearing was completed at the February 20, 2012 meeting. Chairman Swanger inquired if additional comments had been received either via contact with the County Manager’s office or via contact with the Commissioners, other than a previous email received by Commissioners. There was none.

Commissioner Ensley commented that the slope ordinance has been serving its purpose and providing monitoring which will prevent future slides. Mr. Pruett noted that the benchmarks set in the ordinance allowed contractors to meet the standards and not have to apply for a slope plan.

Commissioner Ensley motioned to approve the revisions to the Slope Ordinance as presented at the public hearing. Vice Chairman Kirkpatrick seconded, the motion carried unanimously.

Request for Approval of Clean Water Management Trust Fund (CWMTF) Memorandum of Agreement

Chairman Swanger recognized Claire Carleton, Director, Recreation and Parks. Ms. Carleton explained that the CWMTF approved a request from the Recreation Advisory Board to allow variances on five (5) parcels that were in conflict with the conservation easement. Agricultural/commercial activities will be allowed to continue on these parcels under the proposed Memorandum of Agreement. County Attorney Killian has reviewed the document presented. He complimented Ms. Carleton on the preparation of documents for his review. Ms. Carleton asked for approval of the Memorandum of Agreement as recommended by the Recreation Advisory Board.

Commissioner Upton motioned to approve the Clean Water Management Trust Fund Memorandum of Agreement as presented. Commissioner Sorrells seconded, the motion carried unanimously.

**CLEAN WATER MANAGEMENT TRUST FUND
HAYWOOD COUNTY
MEMORANDUM OF AGREEMENT
CWMTF PROJECT NO. 2006A-014**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made by and between the **NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND ("Fund" or "CWMTF")** and **HAYWOOD COUNTY ("County")** and is effective as of the 5th day of March, 2012.

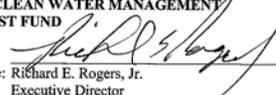
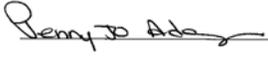
WHEREAS:
 In 2010 Clean Water Management Trust Fund and Haywood County entered into an easement agreement (recorded in Haywood County Register of Deeds, book RB 781, page 246-265) based on grant agreement 2006A-014A; and
 56 County-owned properties acquired through the Hazard Mitigation buyout program in 2007 were placed under the conservation easement as match to grant agreement 2006A-014; and
 Haywood County Board of Commissioners implemented a lease program for the same properties acquired through the Hazard Mitigation buyout program in 2007; and
 31 County-owned parcels under the CWMTF easement are also being used by private individuals who are required to maintain the parcel(s) through the Haywood County lease program; and
 Activities on 5 of those parcels include agricultural/commercial activities that are in conflict with the CWMTF easement; and
 Haywood County wrote to CWMTF on January 27, 2012 requesting a variance on 5 parcels to allow current agricultural/commercial activities that are in conflict with the CWMTF easement but were in place prior to the recordation of the easement to continue; and
 CWMTF recognizes the importance of the Haywood County lease program to maintain the parcels acquired through the Hazard Mitigation buyout program.

IT IS AGREED THAT:
 CWMTF will allow a variance on 5 parcels that are listed below to allow agricultural/commercial use that was in place at the time the CWMTF easement was recorded to continue, so long as the footprint of the current activity does not expand, and a 50' buffer is maintained between the agriculture/commercial activities and surface waters.

8626-41-9389	2626 Crabtree Rd
8644-77-9817	970 Max Thompson Rd
8645-41-4072	45 Max Thompson Rd
8637-52-4482	3063 Broad St
8637-24-7189	840 Hyder Mountain Rd

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IN WITNESS WHEREOF, CWMTF and Haywood County have executed two (2) counterpart originals of this Agreement, each one having the full force and effect of an original, one (1) of which is retained by CWMTF, and one (1) of which shall be retained by Haywood County.

<p>NC CLEAN WATER MANAGEMENT TRUST FUND</p> <p>By: </p> <p>Name: Richard E. Rogers, Jr. Title: Executive Director</p> <p><u>3-14-12</u> Date</p> <p>WITNESS: </p>	<p>HAYWOOD COUNTY</p> <p>By: </p> <p>Name: Mark S. Swanger Title: Chairman, Board of Commissioners</p> <p><u>03/05/2012</u> Date</p> <p>WITNESS: </p>
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Approval of twenty-three (23) Annual Buyout Property Lease Agreements

030512

Ms. Carleton presented a listing of twenty-three (23) buyout property annual lease renewals.

Commissioner Sorrells made a motion to approve the twenty-three (23) buyout property annual lease renewals as presented. Commissioner Upton seconded, the motion carried unanimously.

Approval of New Buyout Property Lease Agreement

Ms. Carleton presented a new buyout property lease agreement for approval. The parcel number is 8637-42-4248 in Clyde and will be used for a personal garden.

Commissioner Ensley made a motion to approve the new buyout property lease agreement. Vice-Chairman Kirkpatrick seconded, the motion carried unanimously.

HAYWOOD COUNTY BUYOUT PROPERTIES

Lease Request					
	PIN	Address	Ac	Usage	Recommendation
Burrell Joe Clark	8637-42-4248	2886 Broad St, Clyde	0.39	Personal garden	Recreation Advisory Bd. recommends approving lease \$1 per year

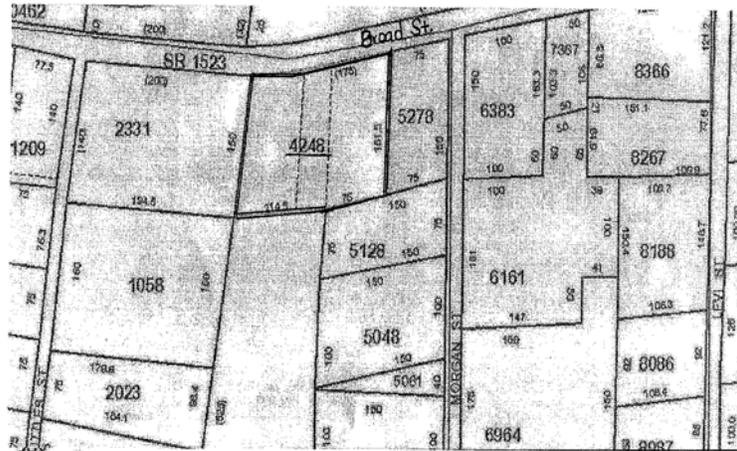
From: Joy Garland [mailto:joy.garland@townofclyde.com]
 Sent: Tuesday, January 31, 2012 3:29 PM
 To: Claire Carleton
 Subject: Re: Buyout lots

Claire,

His name is Burrell Joe Clark, 66 Morgan Street, Clyde, NC 28721. He plans on growing a personal garden on parcel # 8637-42-4248. (My mom is deceased. Please let me know if you need additional information)

Thanks for the information for Dad.

Joy



Property Address: 2886 Broad Street, Clyde, NC 28721

HAZARD MITIGATION PROPERTY LEASE

NORTH CAROLINA

HAYWOOD COUNTY

THIS LEASE AGREEMENT (this "Lease"), made and entered into this ___ day of _____, 2012, by and between HAYWOOD COUNTY, a subdivision of the State of North Carolina and a body politic and corporate ("Lessor") and **Burrell Joe Clark**, resident(s) of Haywood County, North Carolina, (whether one or more, "Lessee");

WITNESSETH:

WHEREAS, Lessor acquired the real estate described on Appendix I, attached hereto and incorporated herein by reference (the "Premises"), pursuant to the Hurricanes Francis and Ivan Hazard Mitigation Grant Program (the "Grant Program"); and

WHEREAS, Lessor is obligated under the terms of the Grant Program to own the property perpetually and prevent its reuse for residential or commercial occupancy; and

WHEREAS, Lessee desires to lease the Premises and has offered to keep and maintain the same as open space or wetlands management use including cultivation, such uses being specifically set forth in the deed to Haywood County for the Premises; and

WHEREAS, Lessor has agreed to lease the Premises to Lessee subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the rent stated herein and the covenants, terms, and conditions hereinafter set forth, Lessor does hereby let, lease, and demise unto Lessee and Lessee does hereby rent and lease from Lessor the Premises described on Appendix I.

This Lease is executed upon the following terms and conditions:

1. **Term.** The term of this Lease shall commence on the 1st day of December, 2011 (the "Commencement Date") and, unless sooner terminated as herein provided, shall exist and continue for a period of one (1) year until the 30th day of November, 2012 (the "Expiration Date"); provided, however, notwithstanding any other provision of this Lease, Lessor shall have the right to terminate this Lease at any time upon not less than seven (7) days written notice to Lessee. Such notice of termination shall specify a termination date, which shall not be less than seven (7) days from the date the notice is given, and this Lease shall terminate on the date so specified.
2. **Rent.** Lessee shall pay rent to Lessor in the amount of one dollar (\$1.00) for the use of each of the Premises.
3. **Renewal.** This Lease shall automatically renew for successive terms of one (1) year each unless one party shall have notified the other in writing of its desire to terminate this Lease not less than thirty (30) days prior to the end of the then current term.
4. **Lessor's Obligations.** Lessor is leasing the Premises to Lessee in "as is condition" and makes no representations, express or implied, that the Premises is suitable for the use permitted by this Lease, or any other use. Lessor shall have no obligation of any kind, sort, or nature with regard to the Premises, nor shall Lessor have any obligation to make any payment or invest any money in, or take any other action with respect to the Premises.
5. **Use of the Premises.** The Premises are to be used and occupied by Lessee solely as open space and wetlands management use including cultivation and for no other purpose. Lessee shall at all times fully and properly comply with all laws, ordinances, and regulations governing the use of the Premises enacted or adopted by every lawful authority having jurisdiction over the same.

6. Rules Governing the Use of the Premises. The following rules and regulations shall govern the use of the Premises by Lessee:

- (a) Lessee shall not erect any building or structure on the Premises or install any impervious surface, including, without limitation, a paved area or a concrete pad.
- (b) Lessee shall not erect or post any signs on the Premises, except for "No Trespassing" signs.
- (c) Lessee shall not excavate any soil or other surface or subsurface material from the Premises, and shall not dig holes or otherwise change the surface thereof; provided, however, that, subject to any restrictions of record to the contrary, Lessor agrees that Lessee may have and maintain a personal garden or other cultivation on the Premises.
- (d) Lessee shall not remove any tree, other natural growth, or any natural object from the Premises (except as provided in subparagraph (h) below) unless first approved in writing by Lessor, which approval may be withheld in Lessor's sole discretion.
- (e) Lessee shall not build any fires or permit any burning on the Premises and shall not cause or permit any use that will in any way increase the possibility of fire or other casualty, nor shall Lessee allow or permit the use of any firearms or explosives on the Premises.
- (f) Lessee shall not cause or permit any improper noises on the Premises or allow any unpleasant odors to emanate from the Premises or otherwise annoy in any way other residents in the area.
- (g) Lessee shall not alter the topography of Premises in any way and shall not fill in any part of the Premises with any material, including, without limitations, dirt, rocks, or brush.
- (h) Lessee agrees to maintain the Premises by regular mowing and pruning vegetation

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to a standard that is consistent with the property maintenance of Lessee's primary residence and to the reasonable satisfaction of Lessor.

(i) Lessee shall not cause or permit Hazardous Material (as hereinafter defined) to be brought upon, kept or used in and about the Premises by Lessee, his/her, or their agents, employees, contractors, or invitees. As used herein the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and waste listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.01) or by the Environmental Protection Agency as hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended (42 U.S.C. § 9601 *et seq.*), and any regulations promulgated thereunder and amendments thereto, and shall include all substances, materials, and waste that are or become regulated under any other applicable local, state, or federal law. Hazardous Material shall also extend to and include any substances prohibited under standard forms of fire insurance policy.

(j) Lessee shall not use the Premises in any way that is inconsistent with real estate held as vacant, open space.

7. Assignment or Sublease. Lessee shall not voluntarily (i) assign or in any manner transfer this Lease or any estate or interest therein, (ii) permit any assignment of this Lease or any estate or interest therein by operation of law or otherwise, (iii) sublet the Premises or any part thereof, (iv) grant any license, concession or other right of occupancy of any portion of the Premises, or (v) permit the use of the Premises by any parties, other than Lessee. Lessee shall not mortgage, pledge or otherwise encumber Lessee's interest in this Lease or in the Premises.

8. Release and Indemnity. To the fullest extent permitted by law, Lessee shall release, indemnify, keep and save harmless Lessor, Lessor's agents, officials, and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials, and employees of Lessor, Lessee, or third persons, and to all property (including the property of Lessee) caused by, instituted, resulting from, rising out of, or accruing in connection with, directly or indirectly, the use or occupancy of the Premises by Lessee (or by any person who may be acting for Lessee or for whom Lessee is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of Lessee, Lessee's agents, employees, or invitees, or otherwise. The provisions of this paragraph shall include any claim for equitable relief or damages (compensatory or punitive) against Lessor, Lessor's agents, officials, and employees, including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, cost, and expenses. Expenses as used herein shall include, without limitation, the cost incurred by Lessor, Lessor's agents, officials, and employees, in connection with investigating any claim or defending any action, and shall also include attorneys' fees by reason of the assertion of any such claim against Lessor, Lessor's agents, officials, or employees. Lessee expressly understands and agrees that any insurance protection required by this Lease, or otherwise provided by Lessee, will in no way limit Lessee's responsibility to release, indemnify, keep and save harmless and defend Lessor as provided herein. The intention of the parties is to apply and construe this Release and Indemnity broadly in favor of Lessor.

9. Default. Lessee's failure to (i) use the Premises as provided in the Lease, (ii) comply with the rules and regulations governing the use of the Premises, (iii) provide and keep in force the required insurance, or (iv) comply with any other term or condition of this Lease shall constitute an Event of Default. Upon the occurrence of an Event of Default Lessor shall notify Lessee in writing of such default and if the Event of Default has not been cured or corrected within fifteen (15) days of the giving of such notice this Lease shall automatically terminate.

10. Notices. All notices given hereunder shall be made in writing. Such notices shall be deemed given when personally delivered or deposited in the United States mail, certified or registered mail, postage prepaid, addressed to the respective party at the address shown below unless a different address shall have been provided in writing:

If to Lessor: Haywood County
215 North Main Street
Waynesville, North Carolina 28786
Attention: Marty Stamey, County Manager

If to Lessee: Burrell Joe Clark
66 Morgan Street
Clyde, NC 28721

11. No Waiver. Lessor's failure to enforce or delay in enforcing any of the provisions, rights, or remedies in this Lease shall not be a waiver nor in any way affect the validity of this Lease or any part hereof, or the right of Lessor to enforce each and every provision, right, or remedy contained herein. No waiver of any breach of any provision of this Lease shall be held to be a waiver of any other subsequent breach of the same or any other provision.

12. Entire Agreement. This Lease sets forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises. Lessee shall make no claim on account of any alleged representations contained in prior discussions, correspondence, or other documents, not set forth in this Lease. This Lease shall not be altered, amended, or changed except by a written document executed by Lessor and Lessee.

13. Time is of the essence. Time is of the essence of this Lease and the performance of all obligations hereunder.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first written above.

LESSOR:

HAYWOOD COUNTY

By: 
Mark S. Swanger
Chairman, Board of Commissioners

ATTEST:


Marty Stanley, County Manager

(SEAL)



LESSEE

_____ (SEAL)

Property Tax Commission Appeal

Chairman Swanger recognized David Francis, Tax Administrator. Mr. Francis noted that the NC Department of Revenue visited the property (8615-11-4211) and discoveries were made which affected the value of the property including cracks in the stucco, mold issues and recalculation of square footage. The change to the valued amount will require Board approval; the change is from \$405,400 to \$377,600.

Commissioner Upton motioned to approve the change in property value for parcel 8615-11-4211; Vice-Chairman Kirkpatrick seconded, the motion carried unanimously.

Resolution Appointing the Board of Equalization and Review, Chairman and Vice-Chairman and the dates to accept applications

Mr. Francis explained members of the Board of Equalization and Review, who were approved at the February 20, 2012 meeting, need to be formally appointed, a Chairman and Vice-Chairman appointed, and the dates of application acceptance approved. The dates for submission of applications are March 26 through April 9, 2012. Hearings will begin on April 2, 2012. All of these issues were included in the resolution presented.

Commissioner Upton recommended Mary Ann Enloe as the Chairman and Evelyn Cooper as Vice-Chairman. No other nominations were heard.

Commissioner Sorrells motioned to approve the Haywood County Board of Equalization and Review Resolution which now reflects Mary Ann Enloe as Chairman and Evelyn Cooper as Vice-Chairman. Commissioner Upton seconded, the motion carried unanimously.

HAYWOOD COUNTY BOARD OF COMMISSIONERS

RESOLUTION

APPOINTING BOARD OF EQUALIZATION AND REVIEW

Regular Meeting
March 5, 2012

WHEREAS, pursuant to G.S. 105-322, a county board of commissioners is authorized; upon adoption of a resolution, to appoint a special board of equalization and review to carry out the duties imposed under that section; and

WHEREAS, such action is required to be adopted not later than the first Monday in March of the year for which it is to be effective; and

WHEREAS, the aforesaid statute also provides for the fixing of compensation and allowances to be paid members for their services and expenses; and

WHEREAS, the aforesaid statute also provides for the setting of the date and time to start hearing appeals, and the beginning and ending date for the taking of applications.

NOW, THEREFORE, BE IT RESOLVED:

(1) That the (5) members of this special Board of Equalization and Review shall be: Evelyn Cooper, Mary Ann Enloe, Wade Francis, Jan Pressley and Randy Sisk. That Carroll Mease and Troy Mann shall serve as alternates. At all meetings of the special Board of Equalization and Review, a quorum of three (3) of the five (5) members shall be required. The terms of office shall expire on December 31, 2012.

(2) That Mary Ann Enloe is hereby appointed to serve as Chairman of the Haywood County Board of Equalization and Review and Evelyn Cooper is hereby appointed to serve as the Vice-Chairman of the Haywood County Board of Equalization and Review.

(3) That the qualifications shall be citizens and residents of Haywood County who are either members of the Haywood County Board of Commissioners, or are persons experienced in public affairs and knowledgeable of land values and the geography of Haywood County.

(4) That the terms of office shall be from the date of appointment until the adjournment and completion of hearing of year 2012 appeals to the Board of Adjustment, but not later than December 31, 2012.

(5) That the vacancies shall be filled by action of the Haywood County Board of Commissioners sitting at an official meeting.

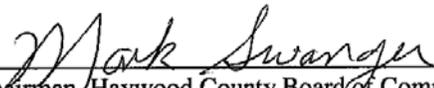
(6) That compensation shall be \$105 per day per board member, with the chairman receiving compensation of \$130 per day, plus mileage for the use of personal automobiles at the rate currently in effect for the reimbursement of county employees.

(7) That the Board of Equalization and Review shall begin hearing appeals on April 2, 2012.

(8) That the Assessor shall take applications beginning March 26, 2012 thru April 9, 2012.

(9) That the Board of Equalization and Review shall begin meeting on April 2, at 1:00 p.m. and shall schedule additional meetings at the time of the first meeting.

UPON MOTION DULY MADE AND SECONDED, THE ABOVE RESOLUTION WAS ADOPTED THIS 5th DAY OF MARCH, 2012.


Chairman, Haywood County Board of Commissioners

Attest:


Clerk of Board of Commissioners of Haywood County

Request Waiver of Firearms Ordinance for the Extension 4-H Shooting Sports Club Muzzle Loader Educational Program

Chairman Swanger recognized Dr. Bill Skelton, County Extension Director. Dr. Skelton explained that the 4-H Shooting Sports Club regularly meets to learn about firearms safety. The club would like to have an educational program on muzzle loaders, tentatively on March 31, 2012, where a firearms collector would bring some of the collection and show the various guns. No discharge of firearms will occur and all safety precautions will be followed. The Sheriff's office has endorsed this educational program. Dr. Skelton is requesting a waiver of the presence of firearms on county property.

Commissioner Ensley motioned to approve the request for waiver of the firearms ordinance, which prohibits firearms in county facilities, for the muzzle loading educational program. Commissioners Sorrells seconded, the motion carried unanimously.

Request to implement new Dental Fee Schedules

Chairman Swanger recognized Carmine Rocco, Health Director. Mr. Rocco explained that in 2011 a practice review was completed through a grant from Blue Cross Blue Shield (BCBS) that identified 15 recommendations for improvement for the dental program. One of

these recommendations was to increase the dental fee schedule to be more in line with the current usual and customary fees in the region. The Department of Health and Human Services (DHHS) recommends review of fees periodically to ensure that operating costs are covered. The Board of Health has reviewed the proposed fee schedule changes and recommends the schedules presented. Mr. Rocco requested approval of the proposed dental fee schedule to be effective immediately.

Commissioner Upton motioned to approve the new dental fee schedules as presented. Commissioner Ensley seconded, the motion carried unanimously.

Contract to Audit Accounts for June 30, 2012 fiscal year end with Dixon Hughes Goodman

Chairman Swanger recognized Julie Davis, Finance Director. Ms. Davis explained that auditors come in after the June 30, 2012 fiscal year end. A three-year contract is currently in place with Dixon Hughes Goodman. The Local Government Commission (LGC) requires annual review and approval of the contract by the Board of County Commissioners prior to approval by the LGC. Ms. Davis is requesting approval of the contract. County Attorney Killian has reviewed the contract with no concerns.

Commissioner Upton motioned to approve the contract to audit accounts for June 30, 2012 fiscal year end with Dixon Hughes Goodman. Commissioner Ensley seconded, the motion carried unanimously.

CONTRACT TO AUDIT ACCOUNTS
of HAYWOOD COUNTY
Governmental Unit

On this 24th day of January, 2012, Dixon Hughes Goodman LLP

Auditor

500 Ridgefield Court

Mailing Address

Asheville, NC 28806

, hereinafter referred to as

the Auditor, and Board of Commissioners of HAYWOOD COUNTY, hereinafter referred to as the Governing Board of Governmental Unit

to as the Governmental Unit, agree as follows:

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit for the period beginning July 1, 2011, and ending June 30, 2012. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate discretely presented component units, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 and the State Single Audit Implementation Act, the auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the LGC. If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners.
3. This contract contemplates an unqualified opinion being rendered. If financial statements are not prepared in accordance with generally accepted accounting principles (GAAP), or the statements fail to include all disclosures required by GAAP, please provide an explanation for that departure from GAAP in an attachment.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, July 2007 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the Local Government Commission prior to the execution of the audit contract. (See Item 21) If the audit firm received a peer review rating other than pass, the auditor shall not contract with any Local Government Units without first contacting the Secretary of the Local Government Commission for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards*, the Auditor shall provide an explanation as to why in an attachment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end: October 31, 2012. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the Secretary of the Local Government Commission for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as the systems relate to accountability of funds, adherence to budget requirements, and adherence to law requirements. In addition, the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU 325 of the *AICPA Professional Standards*. The Auditor shall file a copy of that report with the Secretary of the Local Government Commission.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the Local Government Commission. This includes annual or special audits, agreed upon procedures related to Internal Control, bookkeeping or other assistance necessary to prepare the Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts

Contract to Audit Accounts (cont.) HAYWOOD COUNTY

(Name of unit)

shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the Local Government Commission. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] The process for invoice approval has changed. All invoices for Audit work must be submitted by email in PDF format to the Secretary of the Local Government Commission for approval. The invoices must be emailed to: lge.invoices@nctreasurer.com Email Subject line should read "unit name – invoice. The PDF invoice marked approved with approval date will be returned by email to the Auditor for them to present to the Local Government Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this agreement, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the Local Government Commission, the following fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts:

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] as outlined on page 8 of the engagement letter

Audit \$48,400

Preparation of the annual financial statements \$10,000

10. The auditor working with a local governmental unit that has outstanding revenue bonds will include in the notes to the audited financial statements, whether or not required by the revenue bond documents, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the Local Government Commission simultaneously with the local government's audited financial statements unless otherwise specified in the bond documents.
11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include but not be limited to the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the governmental unit and all of its component units prepared in accordance with generally accepted accounting principles, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the Local Government Commission to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Unit of Government will not be billed for the pre-issuance review. The pre-issuance review must be performed prior to the completed Audit being submitted to the Local Government Commission. The pre-issuance report must accompany the audit report upon submission to the Local Government Commission.
13. The Auditor shall electronically submit the report of audit to the Local Government Commission when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the Local Government Commission, becomes a matter of public record for inspection and review in the offices of the Secretary by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the Local Government Commission. These audited financial statements are used in the preparation of Official Statements for debt offerings (the auditors' opinion is not included), by municipal bond rating services, to fulfill secondary market disclosure requirements of the Securities and Exchange Commission, and other lawful purposes of the government, without subsequent consent of the auditor. If it is determined by the Local Government Commission that corrections need to be made to the unit's financial statements they should be provided within three days of notification unless, another time frame is agreed to by the Local Government Commission.

The Local Government Commission's process for submitting audit reports is subject to change. Auditors should use the submission process in effect at the time of submission.

In addition, if the North Carolina Office of the State Auditor designates certain programs to be audited as major programs, a turnaround document and a representation letter addressed to the State Auditor shall be submitted to the Local Government Commission.

14. The auditor can be reached for matters concerning this contract at the following email address: brian.broom@dhgllp.com

The finance officer or other responsible employee/official can be reached for matters concerning this contract at the following email address: jhdavis@haywoodnc.net

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the Local Government Commission, this agreement

Contract to Audit Accounts (cont.) HAYWOOD COUNTY

(Name of unit)

may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor.

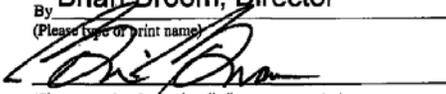
- 16. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the Local Government Commission for approval. Email address is lge.contract@nctreasurer.com No change shall be effective unless approved by the Secretary of the Local Government Commission, the Governing Board, and the Auditor.
- 17. Whenever the Auditor uses an engagement letter with the client, Item 18 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 23 of this contract. Engagement letters containing indemnification clauses will not be approved by the Local Government Commission.
- 18. Special provisions should be limited. Please list any special provisions in an attachment. The attached engagement letter is a part of this contract.
- 19. A separate contract should not be made for each division to be audited or report to be submitted. A separate contract must be executed for each component unit which is a local government and for which a separate audit report is issued.
- 20. The contract must be executed, pre-audited, physically signed by all parties and submitted by email in PDF format including unit and auditor signatures to the Secretary of the Local Government Commission. The email address is lge.contract@nctreasurer.com Electronic signatures are not accepted at this time.
- 21. The contract is not valid until it is approved by the Local Government Commission. The staff of the Local Government Commission shall notify the unit and auditor of contract approval by email. The audit should not be started before the contract is approved.
- 22. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the Local Government Commission.
- 23. All of the above paragraphs are understood and shall apply to this agreement, except the following numbered paragraphs shall be deleted: (See Item 17.)

Audit Firm Signature:

Firm Dixon Hughes Goodman LLP

By Brian Broom, Director

(Please type or print name)



(Signature of authorized audit firm representative)

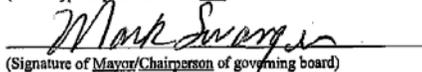
Email Address: brian.broom@dhgllp.com

Date: 1/24/12

Unit Signatures:

By Mark Swanger, Chairman

(Please type or print name and title)



(Signature of Mayor/Chairperson of governing board)

Date: 3/5/2012

Email Address: markswanger@bellsouth.net

Date Governing Body Approved Audit Contract

3/5/2012

Unit Signatures (continued):

By N/A

(Chair of Audit Committee- please type or print name)

(Signature of Audit Committee Chairperson)

Date

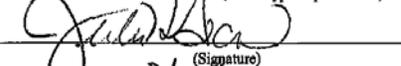
(If unit has no audit committee, this section should be marked "N/A.")

Email address

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

Julie Davis, Finance Officer

Governmental Unit Finance Officer (Please type or print name)



(Signature)

Date: 3/5/2012

(Preaudit Certificate must be dated.)

Email address: jhdavis@haywoodnc.net

CLOSED SESSION

Commissioner Upton made a motion to enter into Closed Session for Attorney/Client Privilege as provided in G.S. §143-318.11(a)(3) and Approval and/or Release Minutes as provided in G.S. §143-318.11(a)(1). Vice-Chairman Kirkpatrick seconded, the motion carried unanimously.

The Board returned from closed session.

ADJOURNMENT

Commissioner Sorrells made a motion to adjourn the regular Board meeting. Commissioner Ensley seconded, and the motion carried unanimously.

The time of adjournment was 10:51 a.m. The DVD is attached by reference to the minutes.

CLERK

CHAIRMAN