

**STATE OF NORTH CAROLINA
COUNTY OF AVERY**

The Avery County Board of Commissioners held a Special Meeting on Thursday, August 15, 2013 at 4:30 p.m. with the Avery Fire Commission in the Commissioners Board Room, Avery County Administrative Complex, 175 Linville Street, Newland, NC. The purpose of the meeting was to discuss the existing Memorandum of Understanding and make any necessary amendments thereto and also discuss, review, and vote on the contracts with the local volunteer fire departments. Also, the Avery County Board of Commissioners will consider and vote to enact an ordinance to designate location of the courthouse door and the courthouse bulletin board.

Members Present: Kenny Poteat, Chairman; Glenn Johnson, Vice-Chair; Phyllis Forbes; Reo Griffith; Martha Hicks

Members Absent: None

Fire Commission Members Present: Joe Perry; Danny Clark; Johnny Mathes

Call To Order

Chairman Poteat called the meeting to order at 4:30 p.m.

Chairman Poteat read aloud the special meeting notification.

Chairman Poteat stated that the attorney's and the chairman had spoken earlier. There had been a hope or aspiration to address a matter other than what was printed on our notification but we will not do that. We have adhered over the years strictly to what we have said we would do. The only thing to be discussed at this meeting is the MOU and the contract and of course the courthouse door and courthouse bulletin board.

Chairman Poteat advised there was a document titled Amendment to the Memorandum of Understanding between the Avery County Fire Commission and the Avery County Board of Commissioners.

Chairman Poteat questioned Danny Clark when the term that he was serving expired. Mr. Clark answered that he was not sure because he was appointed to finish the term of Jake Owens.

Robert Wiseman, County Manager, advised that he believed that the bylaws for the fire commission along with other committees and authorities says if a person who is serving on a board term expires they will continue to serve in that capacity until the placement is continued.

Michaelle Poore, County Attorney, said she was not certain what it says but she would take a look at that. Mr. Wiseman said if the term expires doesn't mean that the vacancy exists before the reappointment.

Ms. Poore said that the commissioners could take action on these items tonight and the fire commission could have a special meeting and vote on the MOU and the contracts so that way everyone that has an active term would be there. Ms. Poore said that we need to verify when Danny Clark's term expires. If the fire commission could have a meeting with the four members present, they would have a voting quorum.

Kathyrn Hemphill, Attorney for the Fire Association, said that the fire association had asked that the officer's names not be designated on the MOU because of the issue of the election and just have the three or four fire commissioners sign as members to ratify it. Ms. Hemphill says it appears that we should not have the fire commission act tonight because we are not sure we have an active quorum.

Chairman Poteat read the **key** points of the Memorandum of Understanding between the Avery County Board of Commissioners and the Avery County Fire Commission.

Whereas, the Avery County Fire Commission desires to enter into contracts for fire protection services with various volunteer fire protection entities for six month periods, one such period to begin on 1 July 2013 and a second such period to begin on 1 January 2014; and

Whereas, the Avery County Board of Commissioners and the Avery County Fire Commission desire that any contracts entered into for a six month period be based upon an annual budget, pro-rated for a six month period, and payable in monthly distributions;

Robert Wiseman, County Manager, questioned if that statement meant operational and capital or just operational. Michaelle Poore, County Attorney, answered that this is operational and each contract has the amount that will be allocated for the six month period. The monies regarding the grant funds and pension funds are also stated in the contracts.

Chairman Poteat continued with the **key** points of the Memorandum of Understanding.

Now Therefore, (1) the memorandum of understanding between the entities is hereby amended to authorize the Avery County Fire Commission to enter into bi-annual (six month) contracts, based upon an annual budget (2) That in the event the Avery County Fire Commission enters into any six month contract with a fire protection entity, then all time periods required to be followed as set forth in the MOU shall be for a six month period.

Chairman Poteat stated that these are the points that were agreed to at the previous meeting on August 6, 2013.

Ms. Poore advised that there was a contract for a six month period for each of the entities that have not signed a contract.

Chairman Poteat read an excerpt from Linville Fire Department's contract: *The Fire Commission shall provide the Linville FD with operational funding based on the annual budget submitted recommended by the Fire Commission and approved by the Avery County Board of Commissioners. The VFD will receive the sum of \$33,742 for operating expenses and an agreed amount of grant matching funds. These funds are collectively referred to as fund.*

Ms. Poore advised that the contract for Linville Fire Department; Ladder Company, Linville Central Rescue and Avery Firefighters Association is slightly different. The remaining ones for Beech Mountain, Crossnore, Elk Park, Frank, Green Valley and Newland are all the same language; only the amounts are different.

Reo Griffith asked if the county's legal counsel and fire association's legal counsel were in agreement with these documents that we have. Ms. Poore answered yes.

Ms. Hemphill answered that she had forwarded all of the contracts to Paul Buchanan for his individual fire departments. I cannot speak for the individual departments but only for the association. At the last meeting we agreed that we would only for the purpose of the six month contract change the language to allow the six months but we would not address some of the other concerns that the departments or the association had as to the rest of the contract. As to the changes to allow the six month period, the association is in agreement. It does what we said we were going to do for the purpose of keeping fire protection for the county and addressing that one issue. That does not mean that we concede to the rest of it but that is the part that the task force is going to take up. I will point out one thing that Michaelle did to that I think is beneficial she clarified the language of the chain of command and made that clear. The chain of command would be superseded for only paid employees and that has been clarified and changed.

There were no comments from the fire commission members.

Chairman Poteat stated that it is our attempt this evening to get a Board of Commissioners approval and then await the fire commission until they determine with four members present.

Kathryn Hemphill asked if that could be done with two days notice. Ms. Poore answered that a special meeting required 48 hours notice. Ms. Hemphill asked in the meantime if someone would try to figure out Mr. Clark's term.

Motion by Martha Hicks and second by Reo Griffith to approve the amended Memorandum of Understanding between the Avery County Fire Commission and the Avery County Board of Commissioners and the proposed contracts for Linville Volunteer Fire Department; Ladder Company; Linville Central Rescue Squad; Avery Firefighter's Association; Beech Mountain Volunteer Fire Department; Crossnore Volunteer Fire Department; Elk Park Volunteer Fire Department; Frank Volunteer Fire Department; Green Valley Volunteer Fire Department; and Newland Volunteer Fire Department all for a six month period on the contracts.

Chairman Poteat stated that this releases the county commissioners from having another special meeting. We have done our part of approving these documents.

Motion unanimously approved.

Ordinance to Designate Courthouse Door and Courthouse Bulletin Board

Chairman Poteat stated that apparently there are statutes that require the notification of the courthouse door and bulletin board.

Chairman Poteat questioned on what side would the location of the courthouse door be? Mr. Wiseman answered that it would be on the south side of the courthouse.

Mr. Wiseman stated for the continuation of the renovation of the courthouse or at least for the next several months both handicapped and regular pedestrian traffic will be coming through the back of the courthouse and that entrance will be opened during the entire course of the construction. We have moved the metal detector and officer to the rear of the hallway. The location of the bulletin board will be between the inspections department and the tax assessor's department. This designation will be September 3, 2013 the day the board is scheduled to be moved.

Motion by Phyllis Forbes and second by Glenn Johnson to approve the ordinance to designate the Avery County Courthouse door located on the south side of the courthouse and the courthouse bulletin board. Motion unanimously approved.

Adjourn

Motion by Martha Hicks and second by Phyllis Forbes to adjourn this meeting at 4:55 p.m. Motion unanimously approved.

**Kenny Poteat, Chairman
Avery County Board of Commissioners**

ATTEST: _____
Cindy Turbyfill, Clerk