

**MINUTES OF A
WORK SESSION
OF THE JACKSON COUNTY
BOARD OF COMMISSIONERS
HELD ON
DECEMBER 12, 2023**

The Jackson County Board of Commissioners met in a Work Session on December 12, 2023, 1:00 p.m., Justice and Administration Building, Room A201, 401 Grindstaff Cove Road, Sylva, North Carolina.

Present: Mark A. Letson, Chairman	Don Adams, County Manager
Todd Bryson, Vice Chair	John Kubis, Interim County Attorney (Via Zoom)
Mark Jones, Commissioner (Via Zoom)	Angela M. Winchester, Clerk to the Board
John W. Smith, Commissioner	Darlene Fox, Finance Director
Tom Stribling, Commissioner	

Chairman Letson called the meeting to order.

(1) DOMESTIC VIOLENCE CENTER: Mr. Adams stated the bid opening was held for the Domestic Violence Center. They only received one bid, but were unable to open it. The rules stated they must receive three bids in order to open the bids. At the mandatory pre-bid conference, there were six companies in attendance. They were aware that two of the six contractors planned to bid the project, but were unable to complete their packages in time. The project would now have to be rebid. He recommended to rebid with a full timeline of 30 days due to the holidays coming up. They should see the next bid opening in early February.

Informational item.

(2) CENTER FOR DOMESTIC PEACE MOA: Mr. Adams presented a Memorandum of Agreement (MOA) with the Center for Domestic Peace for review. There was a potential for a significant grant from the Cannon Foundation, Inc. in the amount of \$250,000. The county submitted the application, but missed the December deadline. The Cannon Foundation would meet again in a few months and requested a commitment from the Board of Commissioners that this property would be used for a Domestic Violence Shelter.

The MOA stated the county's intention to lease the property to the Center for Domestic Peace for ten years. They could not lease for more than ten years. He requested the Board to consider the MOA so it could be provided to The Cannon Foundation as the last piece they requested to consider approval of the \$250,000 grant.

Consensus: *Add this item to the next regular meeting agenda for consideration.*

(3) SHERIFF'S OFFICE GENERAL OPERATIONS: Sheriff Doug Farmer presented: Sheriff's Office Report December 1, 2022 to December 1, 2023:

- (a)** Transport totals: 512
- (b)** Activity Detail Summary:
 - Accident/Investigations:
 - Total Offenses: 4,622
 - Total Incidents: 2,897
 - Arrests:
 - Total Charges: 2,620
 - Total Arrests: 1,251

- Citations:
 - Total Charges: 1,176
 - Total Citations: 823
- Warning Tickets:
 - Total Charges: 19
 - Total Warning Tickets: 265
- Ordinance Tickets: 0
- Criminal Papers:
 - Total Criminal Papers Served: 54
 - Total Criminal Papers: 54
- Civil Papers:
 - Total Civil Papers Served: 1,627
 - Total Civil Papers: 1,286
- (c) Arrest Felony Totals:
 - Total Charges on all Felony Arrests: 1,320
 - Total Felony Charges: 819
 - Total Felony Arrests: 458
- (d) Arrest Misdemeanor Totals:
 - Total Charges on all Misdemeanor Arrests: 1,300
 - Total Misdemeanor Arrests: 793
- (e) Activity Log Event Summary Cumulative Totals: 7,994
- (f) Citation Offense Count:
 - Citation: 1,377
 - Warning: 265
- (g) Concealed Applications: 694
- (h) Gun Permit Applications: 132
- (i) Criminal Investigations:
 - Child Sexual Assault, Abuse: 105
 - Elder Abuse: 14
 - Forensic Interviews: 76
 - Search Warrants: 78
 - Felony Drug: 172
 - Methamphetamine seizure/purchase: 17,595.46 grams
 - Fentanyl seizure/purchase: 3,948.7
 - Crack cocaine seizure/purchase: 1,617 grams
 - Property crimes: 351
 - Property crimes related: 56
 - Criminal investigation total reports assigned: 470
 - Total Arrests in the division: 295
 - DJJ Petitions: 156
- (j) Sheriff Farmer provided an update on other activities in the Sheriff's Office:
 - Participated with the Hands on Jackson project.
 - Hosted the North Carolina Sheriff's Association Conference.
 - The Sheriff was currently sitting on the North Carolina Sheriff's Association Legislative Committee and the Activities Committee. He had one more week of Sheriff Leadership School to complete.
 - Would participate with the Department on Aging to deliver Christmas boxes.
 - Shop with a Cop was held that day and was a great success. He expressed appreciation to the people in the county for donations to make Christmas for so many kids in the county.

- Held a stakeholders meeting for planning of the MAT Program and scheduled a visit to Wilkes County.
- Dr. Kopak modified a grant to study the MAT Program.
- Updated the Sex Offender Registration process.
- Purchased a new K9 through a grant.
- Random searches had been done in all of the schools with K-9. The last two schools searched had zero finds.
- Increased training.
- Switched to new firearms and increased scores.
- Starting in January, they would begin holding Town Hall Meetings in different communities for discussions and questions.

General discussions were held.

Informational item.

(4) SYLVA LICENSE PLATE AGENCY: Tabitha Ashe, Tax Administrator, stated she had more details and information to provide to the Board about the License Plate Agency.

She presented: Sylva License Plate Agency (LPA):

(a) Introduction:

- The Sylva LPA/Tag Office played a critical role in the community, offering a variety of motor vehicle registration and titling services.
- The Sylva Office would cease operations on December 15, 2023 after being operated by the Painter family since 1971.
- The NC Division of Motor Vehicles (NC DMV) advertised to solicit application for a new operator on August 22nd.
- After receiving and reviewing applications, the contract was re-advertised on October 9th.
- The application deadline was November 10th.
- County application was approved by DMV Commissioner on December 4th.

(b) LPA Tiers:

- The Sylva LPA was considered a Tier II facility.
- 67,834 transactions in FY2002-23. Five-year average 69,412.
- Tier II allowed up to three personnel.
- If approved, the request would be to add three new county positions: manager, two clerks.

(c) Proposed Location: Skyland Services Center

(d) Anticipated Upfront Cost to the County:

- Construction Costs: \$17,000
- Furniture and Equipment: \$24,500
- Training/Travel: \$6,000
- Office Supplies: \$2,500
- Total: \$50,000

(e) Anticipated Timeline:

- November 10: Application due to DMV.
- November 17: DMV contacted the county to set interview.
- November 22: County interview with DMV.
- December 4: DMV Commissioner approved application.
- December 12: Board notified application was approved and approval requested for new positions and allocation of costs.
- December 19: Board votes to approve contract, new positions and allocation of costs.

- December 20: New positions advertised. Forms completed and sent to DMV.
- Early January: Public Works begins construction.
- Early February: Public Works completes construction and new positions hired.
- Mid-February: Three-week training completed and DIT installs equipment.
- Late February: Public outreach and inventory delivered.
- Early March: LPA opens to the public.
- Late April: If DIT takes 120 days to install equipment. DMV stated it typically takes 3-6 months to open a new location.

(f) Annual Financial Estimates:

Transaction Fees	\$110,289.01
Notary Fees	\$40,000.00
Total Revenue	\$150,289.01
Expenses	\$170,913.45
Profit/Loss	(\$20,624.44)

- Expenses included salaries for three full-time positions, plus \$2,500 office supplies.
- The salaries could increase if the applicants had experience. The County Pay Policy permitted new hires to receive direct experience in certain situations.

(g) Annual Financial Estimates with Experience:

Transaction Fees	\$110,289.01
Notary Fees	\$40,000.00
Total Revenue	\$150,289.01
Expenses	\$210,473.61
Profit/Loss	(\$60,184.60)

- Expenses included salaries for three full-time positions, plus \$2,500 office supplies.
- Applying ten years of experience to each position.

(h) Annual Financial Estimates with 2.5 Employees:

Transaction Fees	\$110,289.01
Notary Fees	\$40,000.00
Total Revenue	\$150,289.01
Expenses	\$137,053.24
Profit/Loss	\$13,235.77

- Expenses included salaries for two full-time positions (manager, clerk) and one part-time position, plus \$2,500 office supplies.
- Potential to receive complaints with increased wait times.
- Would request a later discussion with the Board if part-time position needed to be made into a full-time position.

(i) Annual Financial Estimates with Experience:

Transaction Fees	\$110,289.01
Notary Fees	\$40,000.00
Total Revenue	\$150,289.01
Expenses	\$170,461.93
Profit/Loss	(\$20,172.92)

- Expenses included salaries for two full-time positions and one part-time position, plus \$2,500 office supplies.
- Applying ten years of experience to each position.

Commissioner Jones asked what would be the funding source for the startup?
Ms. Fox stated the funds would come from the General Fund.

General discussions were held.

Chairman Letson stated before they advertised for three employees, maybe it would be best to look at two employees. They could always re-advertise for another position. This would keep them from going too far in the red. They may start to see more people come back for the convenience.

Commissioner Bryson stated he would be comfortable with two employees also. They currently operated with two. Then they would be close to breaking even. They could always advertise for a part-time position.

Commissioner Stribling stated he thought a working manager and a clerk would be good.

Ms. Ashe stated that would put them at roughly \$10,000 in the red as opposed to \$60,000. She would update the information for the December 19th meeting.

Consensus: *Add this item to the next regular meeting agenda for consideration.*

(5) FONTANA REGIONAL LIBRARY AGREEMENT: Mr. Adams stated he received an email from Derek Roland, Macon County Manager, requesting Swain and Jackson Counties review the proposed revisions to the Fontana Regional Library Agreement. Once the counties came to an agreement, they would forward the agreement to the Fontana Regional Library for review. He recommended to request Mr. Kubis to review the agreement as well.

He presented the proposed revisions:

(a) Add: *WHEREAS, this Regional Agreement is up for the mandatory ten year review pursuant to Article X, B. of the Regional Agreement last adopted by the parties hereto in January, 2013.*

(b) II. Add: *...in a socially and politically neutral manner.*

(c) III.A.1. Revise: *There shall be nine members of the Fontana Regional Library Board of Trustees, all of whom shall be full-time, year-round residents of the county from which they are appointed.*

(d) III.A.3. Revise: *Members shall serve no more than two consecutive terms and no single term shall be longer than ~~six~~ four years.*

(e) III.A.5. Revise: *The Members from each county shall be appointed ~~from the membership of each respective local county library advisory board by the local library advisory board of each respective county, according to bylaws and policies approved by the respective local library advisory board for that county.~~ by the County Commissioners. County Commissioners may select from recommendations made by the County Library Board or the community at large.*

(f) III.A.6. Revise: *Vacancies on the Fontana Regional Library Board of Trustees shall be filled ~~by the appropriate local library advisory board for the remaining term of the member creating the vacancy.~~ by appointment from the County Commissioners for said seat for the remaining term of the member that created the vacancy.*

(g) III.A. Add: *7. Any time that a majority of the Commissioners determine that a Library Trustee from their County has failed to abide by the library's by-laws and policies, they may be removed by the Commissioners from that County.*

(h) III. Add: *B. Open meetings, Public Records and Public Comment. 1. All Library Board meetings shall be conducted in accordance with the North Carolina Open Meetings laws set forth in Chapt. 142, Art. 33C, §§143-318.9 through 318.18 and subject to the Public Records laws of Chapt. 132 of North Carolina General Statutes. All meetings shall be videotaped, archived on the library's website, and accessible by the public at all times. 2. There shall be a public comment period before each library board meeting with no less than 3 minutes allowed per speaker. The comment period will be limited to 45 minutes. The library board may allow for additional time for public comments in the board's discretion. The public shall be permitted to ask questions for clarification directly through the Chair, who shall attempt to answer to the best of his or her ability.*

(i) III.C.1. **Revise:** The Fontana Regional Library Board of Trustees ~~is hereby delegated the power to~~ shall adopt by-Laws and rules for its own governance as may be necessary and in conformity with the law ~~and this agreement~~. *Prior to adoption or amendment to the by-laws, the Board shall first adopt a resolution of intent to consider such adoption. The resolution of intent shall state the proposed by-law amendments. At the same time that resolution of intent is adopted, the Board shall also call a public hearing on the proposed charter amendments, the date of the hearing to be not more than 45 days after adoption of the resolution of intent. A notice of the hearing shall be published at least once not less than 10 days prior to the date fixed for the public hearing, and shall contain a summary of the proposed amendments. Following the public hearing, but not earlier than the next regular meeting of the council and not later than 60 days from the date of the hearing, the council may adopt an ordinance amending the charter to implement the amendments proposed in the resolution of intent.*

(j) III.C.2. **Add:** ...*The above procedures necessary to amend or adopt a by-law shall likewise be followed to adopt a policy.*

(k) III.C.3. **Add:** ...*(4) Job description of the Director shall be placed on FRL's website for transparency.*

(l) III.C.4. **Add:** ... *d) Proposed budgets shall be posted on FRL's website for 30 days prior to approval vote, and final approved budget posted until replaced by future budget.*

(m) III.C.5. **Add:** ... *d) A Fontana budget report for each County Library Board shall be sent to the Chair of each County Library Board upon final approval for review.*

(n) III.C.9. **Add:** ... *c) The Audit shall be posted on FRL's website within 30 days of completion and shall remain posted for at least 180 days.*

(o) VII. **Revise:**

A. This Agreement may be amended providing that all ~~parties~~ *three of the participating counties* accept and agree to those amendments.

B. Recommendations for amendments shall be forwarded to each of the counties in writing with a thirty-day period for consideration given. *The proposed amendment will be forwarded to the County Library Boards, and shall be posted for 30 days on FRL's website. At the next regular meeting of the county boards after this thirty-day period, the amendments shall be voted on by those boards.*

C. Disagreements related to this Agreement shall be resolved first by committee *representatives of two commissioners* from each county ~~and the Fontana Regional Library Board of Trustees~~, and then by their legal counsels *and if still not resolved, the Fontana Regional Library Board of Trustees.*

(p) VIII.C. **Revise:** Should that participating local governmental unit fully withdraw, assets located in the local library facility will remain the assets of the withdrawing library: ~~Notwithstanding the aforementioned, in the event there are assets located in the local library facility that were purchased by Fontana Regional Library regional support services, those assets will remain the assets of Fontana Regional Library and the withdrawing unit may keep all assets/materials within their respective library(ies). Those items that are not kept in the local libraries of the withdrawing unit, such as vehicles and finances held by Fontana Regional Library shall remain the property of Fontana Regional Library.~~

(q) X.A. **Revise:** This Agreement may be reviewed at any time by any county or the Fontana Regional Library Board, ~~and if modifications are deemed reasonable and necessary,~~ amendments may be made according to the procedures stated in Section VII.

(r) XI. **Revise:**

A. This Agreement may be terminated *in accordance with Section IX above.* ~~if reasonable cause is presented in writing by any member of the Fontana Regional Library to the other members of the Fontana Regional Library, the Fontana Regional Library Board of Trustees and the State Library of North Carolina.~~

~~_____ B. The effective dates for termination shall be the same as a withdrawal from the Fontana Regional Library as described in Section VIII.~~

~~_____ C. If this Agreement terminates, the Fontana Regional Library shall be dissolved and if any joint assets distributed as described in Section IX.~~

(s) XII. **Add:** E. *All By-Laws, and Policies & Guidelines of Fontana Regional Library shall be revised to reflect the changes in this Agreement. If there is an ambiguity between this Agreement and the Fontana Regional Library By-Laws, this Agreement shall control.*

Mr. Adams stated regarding III.B., he would ask if this applied to the regional board or the regional board and local advisory boards? The regional board was the legal authority. The advisory boards, other than their appointment ability, had no legal authority in making policy, etc. He would ask to consider this when requiring public comment. If this applied to the advisory boards, there would need to be an asset and technology discussion to make sure they had the capability to video the meetings.

Also, he noted regarding VIII.C., a lot of the computers regionally were paid for by grants that were issued to Fontana Regional Library. If a county withdrew and kept the computers, the granting agency may require the grant funds be paid back. The remaining counties should not be responsible.

Chairman Letson stated it should not be the remaining counties' responsibility to pay for grant monies issued to the withdrawing county. He felt this was a good first draft. He asked Mr. Kubis to speak on the liability if another county withdrew?

Mr. Kubis stated this was a good start, but they needed to put a careful eye to any potential negative ramifications of the language as it affected the liability of any county involved in the agreement.

Commissioner Bryson stated he was in favor of the direction of the agreement with advice from legal. He thought they needed to iron out the details before they moved forward, but they were headed in the right direction.

Commissioner Smith stated he thought VII.C. was backwards. When resolving a disagreement, he thought the Fontana Regional Board should be involved first. If they could not resolve it, then get legal involved. Finally, it would fall to the County Commissioners, as they were ultimately responsible.

Mr. Adams stated he also recommended Ms. Fox, along with legal, to reach out to the state and have a conversation about how state funding may or may not be impacted.

Mr. Kubis stated, if it pleased the Board, legal would begin to review the agreement and provide commentary to the Board.

Consensus: *Move forward with Mr. Kubis' review of the Agreement.*

(6) **RETIREMENT BENEFITS:** Mr. Adams stated a Commissioner requested he bring this issue forward. He provided the following information:

(a) §153A-93 Retirement Benefits. (d1). On and after October 1, 2009, a county, which is providing health insurance under G.S. 153A-92(d) may provide health insurance for all or any class of former officers and employees of the county who have obtained at least 10 years of service with the county prior to separation from the county and who are not receiving benefits under subsection (a) of this section. Such health insurance may be paid entirely by the county, partly by the county and former officers or employee, or entirely by the former officer or employee, at the option of the county.

(b) S.L. 2009-564 (SB 468) amended G.S. 153A-93m effective October 1, to permit counties to provide health insurance to retired county commissioners. Requirements included the commissioner must be a current commissioner and they must have at least 10 years of service.

Should the Board moved forward to offer this benefit to commissioners, it would be effective for the current board and future boards.

General discussions were held.

Chairman Letson stated they could look for a precedent and then see what the best option would be for the county.

Commissioner Smith stated he believed once the commissioner was out of office, the taxpayer should not be continuing to pay the money.

Chairman Letson stated he thought having the option was a positive. Whether the commissioner paid for themselves or not.

Commissioner Bryson stated he agreed with Commissioner Smith, but he did believe if a commissioner served for ten years, they had dedicated their time and served the people of the county.

Commissioner Jones stated part of the concept by the general assembly, he would not be eligible for. In June, he would turn 65 and would have to go automatically to Medicare. The component of Parts C and D would be good options for anybody who made a commitment. With his previous terms, he had ten consecutive years and his current term would add an additional four years.

Chairman Letson stated he thought it was a good option and worthy of giving that opportunity. He thought they needed to discuss an option that was fair to everyone. They may want to look at a draft at some point, but there was no urgency at that time.

Informational item.

(7) SCHOOL BOARD ELECTIONS TIMEFRAME: Chairman Letson stated at that time in the county, the School Board was elected during the March Primary Election. Not many people were aware that was the timing of the final vote of the School Board members. The Board of Commissioners was in consensus the School Board election should be moved to the General Election in November. This would provide a better opportunity for the candidates and more knowledge for the citizens.

General discussions were held.

Consensus: *Move forward to draft a Resolution for consideration to move the timeframe of the School Board elections to November and to remain nonpartisan.*

There being no further business, Commissioner Bryson moved to adjourn the meeting. Commissioner Smith seconded the Motion. Motion carried and the meeting adjourned at 2:25 p.m.

Attest:

Approved:

Angela M. Winchester, Clerk to Board

Mark A. Letson, Chairman