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Posted By: Evelyn Baker
Witnessed: _____

**MINUTES OF A WORK SESSION
OF THE
JACKSON COUNTY
BOARD OF COMMISSIONERS
HELD ON
SEPTEMBER 8, 2008**

The Jackson County Board of Commissioners met in a joint Work Session with the Board of Education on September 8, 2008, at 5:00 pm, Justice & Administration Building, Room A201, 401 Grindstaff Cove Road, Sylva, North Carolina.

Board of Commissioners:

Brian T. McMahan, Chairman
Joe Cowan, Vice Chair
Tom Massie, Commissioner
Mark Jones, Commissioner
William Shelton, Commissioner
Kenneth L. Westmoreland, County Manager
Darlene Fox, Finance Director
Evelyn B. Baker, Clerk to Board
Sharon Alexander, Attorney

Board of Education:

Ken Henke, Chairman
Mark Brooks
Sue Nations, Superintendent
Steve Jones, Asst. Superintendent
Gwen Edwards, Finance Officer
Betty Brown, Clerk to Board
Chris Campbell, Attorney

Chairman McMahan called the meeting to order and stated that the purpose of the work session is to discuss the shared use of the former Southern Lumber Bldg. located on Skyland Drive. Cort Architectural has inspected the facility and submitted plans for renovations.

Mr. Westmoreland stated that a committee, appointed by both boards, had met on several occasions and worked with architects to ascertain what was feasible within the confines of the existing facility.

Bruce Youngberg, Cort Architectural, presented architectural drawings dated September 8, 2008 of the existing floor plan, floor plan Scheme "E" with revised loading dock, existing site plan, and site plan Scheme "E" with revised loading dock. The plans include four bays for school buses including a "pull through" bay and parking for 65 buses. The facility will also house the county Transit Dept., county Garage which will also have one "pull through" bay and an office area for future use by the county. The drawings depict a freestanding shared wash bay, gas pumps and above ground fuel tanks. John Cort stated that the planning assumptions were based on N. C. Dept. of Public Instruction Publication offered in the last five years by Roger Ballard, Division of School Planning, with guidelines for a bus maintenance facility for differing sizes of school systems and the proposed plans are based on accepted knowledge. The county Garage and Transit departments' design recommendations were incorporated into the plans. Mr. Cort suggested that the county obtain a second right-of-way across the railroad from the pull-through bays to Skyland Drive; however, it is not absolutely necessary. He stated a portion of the wash bay, spray booth and fuel bay would be located on the railroad right-of-way. The attorneys will ascertain if that area can be fenced.

Ms. Nations stated that the School Board must have exclusive and dedicated space for security and inventory reasons. She stated that even though the School Board would be happy to turn over bus maintenance to the county, legally it cannot be done. The School Board approves of the proposed plans for a bus garage.

The original cost estimate, prior to adding additions, was \$2,176,000. Chairman McMahan stated that the county's original plans were to move the project along during the next two budget years; however, additional costs may alter the timeline. Mr. Cort was requested to submit an estimate of the costs for the additional square footage. He suggested requiring base bids and alternates and construction will take approximately one year.

The bus garage has six employees, county garage two employees and county transit three administrative employees plus 12-14 drivers. The transit department has 14 transit vehicles. The county would need 20-25 parking spaces per day.

The School Board submitted a draft "Interlocal Agreement/Memorandum of Understanding". Commissioner Massie recommended the following revisions:

(1) Page one, fourth "whereas" paragraph: *Whereas, Southwestern Community College has specific need for the current facility owned by the School Board and the County is ready, willing and able to provide the School Board with alternative facilities for school bus maintenance and storage on a dedicated portion of said property (hereafter "Replacement Facility").*

(2) Page one, fifth "whereas" paragraph: *Whereas, in consideration for a special appropriation for, and the exclusive use of, the replacement facility upon the terms and conditions set forth below, the School Board is willing to convey its current facility to the County for transfer to Southwestern Community College's for its use and benefit.*

(3) Page two, second sentence of paragraph "3": *Said lease shall continue for a term of thirty (30) years and renewable in a like time frame so long as the School Board continues to use the replacement property for the maintenance and storage of school buses and vehicles.* Attorney Alexander stated that it should state a maximum of 99 years. Attorney Campbell stated that if the School Board ceases to use the property for a school bus garage at any time, the lease would immediately terminate.

(4) Page two, paragraph 4c, first sentence: *The County agrees to provide an adequate amount of dedicated school bus parking and storage areas as needed throughout the year.*

(5) Page two, paragraph 4d: *Both entities will carry the appropriate amount of casualty, loss, and liability insurance.*

At 6:00 p.m., Chairman McMahan recessed the work session until October 6, 2008 at 5:00 p.m.

Evelyn B. Baker, Clerk to Board

Brian Thomas McMahan, Chairman