

**MINUTES OF A
WORK SESSION
OF THE JACKSON COUNTY
BOARD OF COMMISSIONERS
HELD ON
MAY 09, 2023**

The Jackson County Board of Commissioners met in a Work Session on May 09, 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	Patrick Scott, Interim County Attorney
Mark Jones, Commissioner (Via Zoom)	Representative (Via Zoom)
John W. Smith, Commissioner	Angela M. Winchester, Clerk to the Board
Tom Stribling, Commissioner	Darlene Fox, Finance Director

Chairman Letson called the meeting to order.

(1) MEMORANDUM OF UNDERSTANDING – HEALTH DEPARTMENT AND EASTERN BAND OF CHEROKEE INDIANS: Shelley Carraway, Health Director and Alicia Parham, Environmental Health Director, were present for this item.

Ms. Carraway presented a regional Health Department Memorandum of Understanding (MOU) with the Eastern Band of Cherokee Indians (EBCI), which renewed every three years. EBCI had a Department of Health and Human Services that handled some, but not all services. EBCI had been a great partner and the MOU allowed the county and EBCI to work together.

The Jackson County Health Department was required by law to do inspections for food and lodging in the entire county. She noted the changes to the agreement, which included added statements about lead poisoning and other miscellaneous verbiage.

The Health Department supported moving forward with the MOU, but there was an ongoing issue. Harrah's finished building another tower with an infinity pool. In North Carolina, infinity pools were not allowed, so the Health Department had to turn them down. North Carolina was one of the last six states that had not changed the rules on infinity pools.

Discussions had been ongoing with the state about what they could do to get the pool approved and EBCI had been talking with the state about what they could do to get the pool opened. The County Environmental Health was an agent of the state. In her conversations with the state, a solution they put forward was to address the pool in the MOU.

There was no public health concern about the pool. The state wanted to include in the MOU that this pool would be excluded from county inspections. Once the state rules changed, the county would take the pool back into their inspections. This caused a pause in the entire negotiation of the MOU, as the county had concerns with liability and setting precedent.

The Health Department wanted to get the MOU in place to do their inspections as they always had and this needed to be done by the end of June. The MOU contained the draft language from the state regarding the infinity pool. They needed to discuss this language more about liability.

General discussions were held.

Ms. Parham provided a history of this specific infinity pool. When the plan review was submitted to the county, at that time, it did not meet the state laws. The Health Department issued a letter stating that the plan review was not approved. A few years later the Health Department was inspecting restaurants and lodging when they realized the pool had been built.

Mr. Adams stated that this was a regional agreement, which had a section that had nothing to do with other counties. They did not want to jeopardize the other health inspections. They asked if this could be a side agreement to be assured the county would be indemnified.

Following was the language provided by the state:

“...Rooftop Casino Pool, will be operated, maintained, and regulated solely by the Tribe. The Rooftop Casino Pool shall not be inspected or regulated by the Division and Counties. The Tribe accepts sole responsibility for the Rooftop Casino Pool;”

He would want to turn this over to legal to make sure the county would be protected. Also, there was a fairness aspect as there had been other proposed infinity pools in the county that had been turned down. This was another driver in talking about making a separate agreement because it was really the state and the Tribe trying to make this exception.

None of this conversation had anything to do with the county’s unwillingness to try to maintain the safety of the citizens in tribal lands. They wanted to make sure they were able to continue to partner and continue the health inspections that kept everyone safe. The work done by the health department went across boundary lines. He hoped they could request to move forward with the regional agreement and then work on a side agreement, so the regional agreement would not be jeopardized.

General discussions were held.

Consensus: *Request to see better legislative writing in the agreement that would indemnify the county from any responsibility regarding the Rooftop Casino Pool. The Board was willing to entertain a Regional Agreement without the Rooftop Casino Pool exception with the understanding there would be further conversations about how the exception would take place.*

(2) PINNACLE PARK MASTER PLAN: Jay Coward, Pinnacle Park Foundation Chair, stated Pinnacle Park Foundation was a nonprofit corporation formed in the mid 90’s. Pinnacle Park was a 1,500-acre tract of land containing walking trails for the public. There had been many volunteers over the years assist with creating and maintaining the trails within the park. It had become a very popular and loved attraction for the area, but it was at a crossroads.

The Foundation sent out a Request for Proposals for a Botanical Survey. The Town of Sylva paid \$30,000 toward having the survey performed by Equinox. He provided a copy of the survey for the Board, which contained a history of the Park.

The Town of Sylva owned the property and the Foundation had a 25-year lease. The town sold the conservation rights to Mainspring and then to the North Carolina Conservation Land and Water. The Foundation believed the county would be well served if it had a more active role to play, since it had a Parks and Recreation Department and other resources the Town did not have.

They were at a point to go a step further with a Master Plan for the Park. They sent out a Request for Proposals and received two proposals. They chose the one in the amount of \$150,000 from Equinox. They received \$50,000 from the Town of Sylva, through the trust fund they set up when they sold the conservation rights.

He requested that the county appropriate \$50,000 for the Pinnacle Park Master Plan. With the \$50,000 from the county, they would have the funds for the Master Plan, which would allow them to apply for a PARTF grant to build trails, parking lot, facilities, etc.

General discussions were held.

Commissioner Jones stated that he was in support of the request. He thought it would be a great addition to the county.

Mr. Adams stated the reason for the timing was to attempt to have the Master Plan completed in time for the PARTF Grant.

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

(3) FY 23-24 BUDGET REQUEST SUMMARY: Darlene Fox, Finance Director, presented a revised version of the Budget Request Summary. She stated that as she and Mr. Adams had meetings with all of the departments and made revisions on requests for Capital, Capital Improvements and Personnel.

General discussions were held.

Informational item.

(4) JAIL LIMITED MAT GRANT: Sheriff Doug Farmer was present for this item. Mr. Adams stated that he and Sheriff Farmer were notified of the grant award in the amount of \$493,788. The original grant request was for \$1,481,364, for a three-year program.

(a) He provided a revised budget for a two-year program:

- \$161,689: Two years of salary
- \$82,699: Available for peer support services
- \$243,000: 162 Vivitrol doses.
- \$6,400: Grant oversight/reporting
- \$493,788 Grant Award

(b) North Carolina Department of Public Safety stated the following conditions were to be addressed when implementing the Medication-Assisted Treatment Program utilizing the awarded funds:

- Recommend consultation with Alkermes; discuss any savings options
- Develop detailed implementation plan for Vivitrol administration pre and post release for at least a 6 to 9-month timeframe for each participant:
 - Clarify subcontractors, recovery support
 - Clarify administration of Vivitrol administered in the community
- Submit a 12-month budget for the award amount along with the signed Memorandum of Agreement (MOA)

Mr. Adams stated that he had been in contact with the state multiple times and they approved the two-year salary. The MOA provides three-years to expend the funds.

Sheriff Farmer stated that previously, they had talked with Project Lazarus about services, which would include travel expenses. Locally, Blue Ridge Health, along with Meridian offered options for continual peer support outside the jail facility. He noted this was a non-matching grant, so no funds were required from the county.

General discussions were held.

Mr. Adams noted they also had a \$300,000 grant from Dogwood that would help with other costs. He requested that the Board add this item to the next regular agenda to consider authorizing county staff and the Sheriff's Office to follow through and proceed forward with the grant.

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

(5) FAIRVIEW BALLFIELDS: Mr. Adams stated this was a follow up from the inquiry Commissioner Stribling had made at the last meeting. There were several things that happened on a particular day at the Fairview ballfields. Generally, JV played after Little League at Fairview and varsity played on the high school field. On this particular day, it had rained all day.

Little League ran concessions and would ordinarily continue to do so during the JV game. The county did not run concessions for any of the games. Since it rained that day, Little League canceled and did not run concessions for the high school games.

Also, the scoreboard was not working that day. There was a problem with the chip in the wireless system, so a new chip had been installed. The other issue was the lights. This was an issue they had been dealing with for a long time. Everything had been repaired, but occasionally lights did go out. On that particular night, unfortunately, several things happened at once that interrupted operations.

Informational item.

(6) SOLID WASTE REQUEST FOR PROPOSALS: Mr. Adams stated the Request for Proposals (RFP) for Solid Waste had gone out for all of the Solid Waste operations, as they had discussed. The RFP's would be due on June 15th and he would bring back a summary of proposals received to the Board in mid-June. The goal was to be in contract by the first of August.

Commissioner Letson asked if there was an option to provide SRC Services in additional areas in the county where there were gaps?

Mr. Adams stated he would need to get unit pricing through the process and then they could look to negotiate prices for potential new sites.

Informational item.

(7) NCDHHS CHILDREN AND FAMILIES SPECIALTY PLAN LETTER: Mr. Adams stated this item was discussed at a previous meeting. Also, this had been discussed at a regional Vaya Board meeting and they had been urged by Vaya to write a letter of support regarding the NCDHHS Children and Families Specialty Plan. He provided a draft letter he prepared, along with the letters that had been circulated between Vaya and Secretary Kinsley.

He reviewed the draft letter from the county to Secretary Kinsley with the Board. The letter requested the Governor's Office, the Department of Health and Human Services and the Legislature to focus on the real issue of building provider and institutional capacity.

General discussions were held.

Mr. Adams stated that based on discussions, he proposed to amend the letter to remove the following sentences:

- *Jackson County does not believe that the solution is to change administrators of the CFSP to a statewide entity.*
- *Jackson County opposes a Statewide Medicaid Child and Families Specialty Plan (CFSP) that is administered by one entity.*

Since this letter would be placed on the Board of Commissioners' letterhead, he would make the amendments and bring the letter back to the Board for consideration.

Informational item.

The Board took a five-minute break.

Chairman Letson called the meeting back to order.

(8) CLOSED SESSION:

Motion: *Commissioner Bryson moved that the Board go into closed session pursuant to G.S.143-318.11(a)(3) Legal (Attorney Client Privilege) and G.S.143-318.11(a)(6) Personnel. Commissioner Stribling seconded the Motion. Motion carried.*

Chairman Letson called the regular meeting back to order and stated that no action was taken in closed session.

There being no further business, Commissioner Smith moved to adjourn the meeting. Commissioner Bryson seconded the Motion. Motion carried and the meeting adjourned at 2:57 p.m.

Attest:

Approved:

Angela M. Winchester, Clerk to Board

Mark A. Letson, Chairman