

**STATE OF NORTH CAROLINA  
COUNTY OF AVERY**

The Avery County Board of Commissioners held a Special Meeting on Thursday, July 6, 2017 at 9:00 a.m. in the Commissioners Board Room, Avery County Administrative Complex, 175 Linville Street, Newland, NC. The purpose of the meeting was to discuss and take any action necessary regarding:

1. Design schematics of the Agricultural Building.
2. Design schematics of the New Swimming Pool.
3. Lease Termination with Avery County Agricultural & Horticultural Fair, Inc.
4. Memorandum of Understanding with the Avery County Agricultural & Horticultural Fair, Inc. for future use of property.

Members Present: Martha Hicks, Chair; Blake Vance, Vice-Chair; Faith Lacey; Tim Phillips; Wood Hall Young, Jr.

Members Absent: None.

**Call To Order**

Chair Hicks called the meeting to order at 9:15 a.m.

Chair Hicks stated that the agenda would be rearranged and that there would be discussion first on the lease termination with Avery County Agricultural & Horticultural Fair, Inc.

**Lease Termination with Avery County Agricultural & Horticultural Fair, Inc.**

Michaëlle Poore, County Attorney, stated that the county has an existing lease with the Fair Board for the Heritage Park site; this is a long term lease, 99 years that was entered into with the two parties in the 1990's. That lease provides that the fair has access to the entire property for a four week period each year. In order to facilitate the building of a proposed agricultural building up there, the Fair board has agreed to terminate that lease to enter into a new lease agreement with the county that would allow the county and the fair access to the property during the period of time when the fair is being held. There are two things to consider. There is the lease termination which would terminate the existing lease. Then there is a memorandum of understanding and that is two pages and there is a handwritten page attached to it. This is a memorandum between the county and the fair. The first paragraph goes over where the existing lease is and the plat of the property. The next paragraph just indicates that it is the intent of the county to lease annually premises to the fair board on the terms and conditions they agree where the fair board may hold the Avery County Fair so long as the fair board remains a viable nonprofit entity. In paragraph 2, the fair will continue to have use of space on the site to store the fair equipment. I think there is a stage, tent and other things that the fair board stores. There is a paragraph also in this document because the fair board was concerned that if the county was using the property one year and the fair board was not able to hold the fair on the site and had already contracted with the vendor then the fair board would be responsible for payment. This paragraph says if the fair had already contracted with the midway vendor, the county will reimburse the vendor in an amount not to exceed the lesser of \$40,000 and this would only be effective if the fair has signed a contract with a vendor and the fair is cancelled after April 1<sup>st</sup> of that year. Paragraph #4 states that the fair shall retain the right to use the property for the 2017 fair scheduled to be held September 5<sup>th</sup> through 9<sup>th</sup> this year and the four week period surrounding it. It is the intent that this memorandum will continue for three fair seasons and will terminate November 2019. The handwritten paragraph attached states that if by the date of November 2019 the parties will either enter into a long term lease agreement or the county will extend the memorandum of understanding.

Ms. Poore stated that she was going to add one paragraph to this also that the fair's use of the property is not exclusive that the county will have access to the property at the same time.

Ms. Poore stated that she understands this is very short notice but that it is something the county needs to take care of.

Blake Vance questioned what time frame does this need to be done in.

Ms. Poore stated that this needed to be approved before the county can give the greenlight for construction of the property.

This is to let the board look at and see where we are right now but this does need to be addressed before construction begins.

There was discussion regarding the memorandum of understanding.

**Recess**

Chair Hicks called for a brief recess.

Chair Hicks declared the board to be back in session after a brief recess.

Ms. Poore stated that the board can table the memorandum of understanding until the end of the meeting and see if Ms. Beuttell can reach her Board, the Board can approve it contingent upon the Fair Board's approval of this or the Board could put it on the agenda for the 17<sup>th</sup> of July.

**Motion by Blake Vance and second by Wood Hall Young, Jr. to table the Lease termination and Memorandum of Understanding until the end of this meeting. Motion unanimously approved.**

**Design Schematics of the Agricultural Building**

Rob Johnson, Boomerang Designs, gave a presentation regarding the most recent design schematics of the Agricultural Building.

Mr. Johnson explained the building schematics, parking lot, mezzanine , etc.

**Motion by Wood Hall Young, Jr. and second by Tim Phillips to approve the Agricultural Building schematics. Motion unanimously approved.**

**Recess**

Chair Hicks called for a brief recess.

Chair Hicks called the meeting back into session after a brief recess.

Chair Hicks stated that the Fair Board would be meeting on Saturday and the County Attorney advised that the MOU should be left tabled until the July 17<sup>th</sup> regular meeting.

**Design Schematics of the New Swimming Pool**

Mary Isaacs, Isaacs & Associates Architects, explained that this has been a challenging project because we were never given a number to work toward so we have had to keep cutting things back.

Ms. Isaacs stated that the building has been tweaked down and the size of the building was driven by the plumbing requirements of the swimming pool. The rectangular pool is a limited use pool; anything less than 4000 square feet is not recommended. This pool would have a zero entry; there is enough water for a slide; there is room for play structures. We can bid out some of the water features as alternates. There are two parts to the handicapped access. A wheelchair can come into the zero entry. There is a place for a handicapped lift. The pool will be heated. The building is a stand- alone building. The community room is 600 square feet.

There was discussion regarding the different options for the pool. Wood Hall Young, Jr. questioned if the pool could be increased to 50 X 100. Discussion regarding the size of the pool.

Ms. Isaacs was instructed to come back by the 17<sup>th</sup> of July with a design that included a concession stand and the pool being expanded to 50 X 100. The County Manager will contact Valdese Recreation Center and see if the Board of Commissioners could travel to see the "bubble" that covers the pool at Valdese.

**Motion by Blake Vance and second by Tim Phillips to adjourn this meeting at 12:16 p.m. Motion unanimously approved.**

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**Martha Hicks, Chair**  
**Avery County Board of Commissioners**

ATTEST: \_\_\_\_\_  
Cindy Turbyfill, Clerk