

IREDELL COUNTY BOARD OF COMMISSIONERS
REGULAR MINUTES
MAY 21, 2002

The Iredell County Board of Commissioners met in Regular Session on Tuesday, May 21, 2002, at 7:00 p.m., in the Iredell County Government Center, 200 South Center Street, Statesville, NC.

Present: Chairman Sara Haire Tice
Vice Chairman Karen B. Ray
Tommy E. Bowles
Steve D. Johnson
R. Godfrey Williams

Staff Present: County Manager Joel Mashburn, County Attorney Bill Pope, Finance Director Susan Blumenstein, and Administrative Assistant Wendy Workman.

CALL TO ORDER by Chairman Tice.

INVOCATION by Commissioner Johnson.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES FLAG: Boy Scout Troop 603, affiliated with Bethlehem United Methodist Church, led the pledge.

ADJUSTMENTS OF THE AGENDA: **MOTION** by Chairman Tice to adjust the agenda by the following actions.

- Additions:
- Request for Approval of an Amendment to the Capital Project Ordinance for the Hall of Justice Annex
 - Request for Approval of a COPS in Schools Grant Application
 - Request for Approval of a Capital Project Ordinance Amendment for Asbestos Removal (\$67,600) at the Iredell County Government Center-South
 - Request for Approval of a Resolution in Opposition to the Passage of H.R. 1475 (A bill to provide collective bargaining rights for public safety officers employed by states, counties and cities.)
- Deletion:
- Request from the Department of Social Services for Approval of a Six Month Pilot Project Involving Flex-Time

VOTING: Ayes – 5; Nays – 0.

APPOINTMENT BEFORE THE BOARD

MR. TONY BURTON, EXECUTIVE DIRECTOR OF VISIONSWORK YOUTH SERVICES, INC., IN REFERENCE TO SECOND YEAR FUNDING FROM THE GOVERNOR’S CRIME COMMISSION & JUVENILE CRIME PREVENTION FUNDS FOR FY 2002-03: Mr. Burton said he was asking for approval to receive second year grant funding from the Governor’s Crime Commission and funds from the North Carolina Department of Juvenile Justice & Delinquency Prevention.

Commissioner Johnson said he knew the funds were of a pass-through nature, but it was the responsibility of the commissioners to be good stewards of taxpayers’ money regardless of whether it came from the federal, state or local government. Mr. Johnson said concerns had been shared with him about the program from people on the state and local level. He said one concern involved Mr. Burton’s sabbatical that occurred in November, December and January. Johnson said he understood the Governor’s Crime Commission, upon learning of the sabbatical, had started to withhold funds from Visionswork. Mr. Johnson said he understood that completed time sheets were submitted by Mr. Burton during the three month absence.

Mr. Burton said that in order to drawdown state funds, time sheets had to be submitted. He said his administrative assistant had completed them during his absence. Burton said the VisionsWork Board of Directors had approved the arrangement -- time sheets would be submitted so he could draw his salary. Mr. Burton said that when he returned from his leave of absence,

he learned there was a law stating that federal money could not be used to pay salaries when individuals were on sabbaticals.

Commissioner Johnson said he understood the VisionsWork Board had approved the sabbatical; however, he said the matter was not mentioned when the day reporting center concept was first introduced to the commissioners and later approved.

Burton said that at that time, he didn't know the Z. Smith Reynold's Foundation would award the sabbatical to him. Mr. Burton said the sabbatical allowed him to have a vacation while at the same time draw a salary to pay his bills. He said, otherwise, he wouldn't have been able to leave for three months.

Commissioner Johnson said he felt Mr. Burton should have informed the Juvenile Crime Prevention Council and the board of commissioners when the sabbatical was awarded. Johnson said he thought the arrangement had been misleading. He said the money given to Mr. Burton during the three months could have been given to the individuals that were supposed to be helped in the program -- troubled youth.

Commissioner Ray asked how much compensation money had been received by Mr. Burton during the sabbatical.

Burton said \$3,300 for November, December and January.

Ray asked who operated the program while Mr. Burton was away.

He said his assistant, Mr. Ferguson.

Ray asked Mr. Burton how much money he had received from all sources during the sabbatical.

Burton said he received compensation from each county that utilized his program (Forsyth, Rowan & Iredell). Mr. Burton said 14% of his salary was from federal funds. He said none of it was in Juvenile Justice funds (JCPC).

Commissioner Ray asked Mr. Burton how he learned federal funds could not be used during a sabbatical.

Mr. Burton said he appeared before the board of commissioners to give an update on the program and mentioned he had just returned from a sabbatical. He said the next day, the county's finance director notified him of the law.

Commissioner Bowles asked about other expenditures during the sabbatical.

Burton said part of his health insurance came from federal funds and some of his cell phone costs.

Commissioner Ray asked if reimbursements were made for these expenditures.

Burton said the federal government only requested his salary. He said none of the services for the children had been denied. Mr. Burton said no funds had been misappropriated.

Commissioner Ray said she understood that VisionsWork served three different counties. She asked if \$3,300 was received from each county.

Burton said he received different amounts from the counties.

Ray asked if Burton received compensation from all three counties during the sabbatical.

Burton said yes.

Commissioner Johnson said the proposed second year budget amount for the Governor’s Crime Commission was listed at \$193,682. He asked why the amount didn’t match the line item budget.

Burton said the Governor’s Crime Commission funds were just one source of funding. He said there were other funding sources.

Johnson asked about the cell phone charge of \$892.32 for one month.

Burton said communication was needed; even when he wasn’t in the office. He said adjustments had been made to correct some of the charges.

Johnson said his duty as a steward of taxpayer money compelled him to ask difficult questions. He said the county’s finance director had to sign forms testifying that recipients were spending the funds in a manner that concurred with the grant applications.

Burton said the only way federal funding could be drawn was to have it “signed off” by the county. He said the program had been audited for the past seven years and no problems had surfaced. Mr. Burton said a three-step process had recently been implemented in regard to the submission of the reimbursement forms. He said the VisionsWork bookkeeper prepared and reviewed them, they were then reviewed by the Director of Administration, he reviewed them, and finally they were submitted to the county finance director.

No action taken.

-----**CONSENT AGENDA**-----

MOTION by Commissioner Williams to approve the following ten (10) consent agenda items.

VOTING: Ayes – 5; Nays – 0.

1. Request from the County Assessor for Approval of the April Refunds & Releases

<u>Breakdown of Releases:</u>		\$21,367.42
County	\$13,888.37	
Solid Waste Fees	226.00	
E. Alexander Co. Fire #1	4.24	
Shepherd’s Fire #2	203.09	
Mt. Mourne Fire #3	9.57	
All County Fire #4	536.18	
Statesville City	1,745.21	
Statesville Downtown	0	
Mooresville Town	3,683.55	
Mooresville Downtown	0	
Mooresville School	910.01	
Love Valley	0	
Harmony	30.24	
Troutman	130.96	

<u>Breakdown of Refunds:</u>		\$828.53
County	753.37	
Solid Waste Fees	0	
E. Alexander Co. Fire #1	0	
Shepherd’s Fire #2	5.05	
Mt. Mourne Fire #3	.61	
All County Fire #4	69.50	
Statesville City	0	
Statesville Downtown	0	
Mooresville Town	0	
Mooresville Downtown	0	
Mooresville School	0	
Love Valley	0	
Harmony	0	
Troutman	0	

2. Request for Approval of an Amendment to the Capital Project Ordinance for the Hall of Justice Annex: The following amendment was approved.

Amended Capital Project Ordinance
Hall of Justice Annex

Be it Ordained by the Board of County Commissioners of Iredell County, North Carolina:

Section 1. The following costs are for the design, renovation, and furnishing of the Hall of Justice Annex (formerly Iredell Agricultural Center) shall be financed by this fund:

	<u>Current</u>	<u>Amended</u>
Design & Engineering	\$ 42,000	\$ 42,000
General Construction	366,205	366,205
Plumbing	33,500	33,500
Mechanical	109,625	109,625
Electrical	64,630	64,630
Furniture & Equipment	<u>138,440</u>	+150,000 288,440
	<u>\$ 754,400</u>	+150,000 <u>\$904,400</u>

Section 2. Funds for this Capital Project Fund will be provided from the following Source.

Transfers from Capital Reserve Fund **\$ 754,400** +150,000 **\$904,400**

Section 3. This Capital Project Fund shall continue until the project is complete.

Section 4. Payments from this Capital Project Fund shall be authorized by the County Manager or his designee.

Section 5. Upon completion of the construction project, all funds remaining in this Capital Project Fund will be transferred back to the Capital Reserve Fund.

This amended ordinance being adopted May 21, 2002.

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3. Request from the Register of Deeds for Approval of Budget Amendment #47 for the Recognition of Additional Revenue in the Technology & Preservation Fund and Appropriation for the Purchase of Four Hewlett Packard Printers: (The funds are to be used for four printers at \$1,555 each, plus cables, ribbons, and freight for a total of \$7,000.)

4. Request for Approval of a Fee Schedule Increase for the Planning and Enforcement Department Effective July 1, 2002:

New fees for the Planning Department are:

<u>TYPE</u>	<u>FEE</u>
<u>Air Permits</u>	\$ 25
<u>Recombinations, Revisions and Other</u>	
<u>Exception Plats</u>	25
<u>Wet Detention Ponds</u>	
Less than 1/8 acre	250
1/8 to 1/4 acre	500
Greater than 1/4 acre	750
 <u>Board of Adjustment</u>	
Change of Use Request	350
 <u>Planning Board</u>	
Expansion of a Non-Conforming Use	375

Fees for the Department of Planning & Enforcement are:

Permits: An individual permit is required for each individual building or structure, or each unit or tenant space within a multiple occupancy building.

Permit fees shall be calculated according to the following.

<u>Occupancy</u>	<u>Commercial Projects</u>				<u>Blanket</u>
	<u>Building</u>	<u>Electrical</u>	<u>Mechanical</u>	<u>Plumbing</u>	<u>Permit</u>
Assembly	0.14	0.07	0.05	0.05	0.28
Business	0.11	0.07	0.07	0.05	0.27
Educational	0.13	0.07	0.06	0.05	0.29
Factory Industrial	0.08	0.05	0.03	0.03	0.15
Hazardous	0.08	0.04	0.03	0.02	0.13
Institutional	0.19	0.1	0.1	0.1	0.46
Mercantile	0.1	0.06	0.04	0.05	0.2
Residential	0.14	0.07	0.07	0.07	0.3
Storage	0.07	0.03	0.03	0.03	0.11
Sprinkler				0.03	0.02
Dry In Only (Spec. Building) Includes slab inspections for sub trades.					0.15
Retaining Walls	1 to 50' \$50.00	51' to 100' \$75.00		> 100' 100.00	

Fee Calculation for All New Construction Including Additions

A= Building Floor Area from 1 sf to 20,000 sf (includes heated & unheated area)

B= Building Floor Area Greater than 20,000 sf (includes heated & unheated area)

C= Fee per Square Foot from the Table Above

From 0-20,000 sf: $A \times C = \text{Permit Fee}$

Above 20,000 sf: $(A \times C) + \frac{1}{2} (B \times C)$

Fee Calculation for Up Fits, Renovations, Etc.

A= Total Gross Building Floor Area (includes heated & unheated area)

C= Fee per Square Foot from the Table Above

$\frac{1}{2} (A \times C)$

Plan Review Fee: New Construction \$0.01 per sf; Up fits, Renovations \$0.005 per sf

**Blanket Permit Fee includes Electrical, Mechanical, and Plumbing permit fees only. It does not include Zoning, Environmental Health, or any other fees. All contractors must fill out the appropriate permit application form for their portion of the project (proper permit applications must be approved prior to performing inspections)

* Not single family

SINGLE FAMILY RESIDENTIAL

	<u>Building</u>	<u>Electrical</u>	<u>Mechanical</u>	<u>Plumbing</u>	<u>Blanket</u>
	0.15	0.07	0.07	0.07	0.31

Fee calculation for all New Construction Including Additions & Moved Houses

A= Total Gross Building Floor Area (includes heated & unheated area)

C= Fee per Square Foot from the Table Above

$(A \times C) = \text{Permit Fee}$

Fee Calculation for Residential Renovations and Accessory Buildings

A = Total Gross Building Floor Area (includes heated & unheated area)

C = Fee per Square Foot from the Table Above

$\frac{1}{2} (A \times C) = \text{Permit Fee}$

**Blanket Permit Fee includes Electrical, Mechanical, and Plumbing permit fees only. It does not include Zoning, Environmental Health, or any other fees. All contractors must fill out the appropriate permit application form for their portion of the project (must have the proper permit applications approved prior to performing inspections).

Fee Calculations Mobile Homes

Single Wide: \$300.00; Double Wide \$400.00; Triple Wide \$475.00 (Blanket Permit)

Sign Permits (building permit only)

1 to 100 sf \$60.00 (per sign) 101 to 200 sf \$100.00(per sign) Over 200 sf \$150.00 (per sign)

Individual permits

Change of Use \$100.00

Day Care \$100.00

Tank Permit \$50.00 (per tank)

Temporary Certificate of Occupancy \$100.00 valid for 30 days only. May be renewed an additional 30 days if justified and approved for an additional \$100.00.

Construction Trailers \$100.00 (including electrical permit)

Swimming Pools \$100.00 (including electrical permit)

New Cell Towers \$1,000.00

Co-location Existing Cell Tower \$500.00 (each)

Demolition \$75.00 (valid 60 days)

Permits, Certificates, Inspections, etc., required by the Fire Code or other governmental agencies \$50.00 (each).

Electrical

Fee based on amperage of service, disconnect or feeder \$0.50 per amp

Residential Service Change \$45.00

Commercial Service Change \$100.00

Saw Service Pole \$45.00

Safety Inspection \$50.00

Temporary Construction Power \$75.00 (Temporary power is for construction purposes only, and is limited to lighting, heating and air conditioning equipment and GFI protected outlets)temporary power is for 30 days only. May be extended an additional 30 days if justified of \$75.00 per extension upon approval.

Mechanical

Replacement or Installation of Equipment (per unit)

1-5 tons or 1-150,000 BTUs \$45.00; 6-10 tons or 151,000-250,000 BTUs \$65.00

11-25 tons or 251,000-500,000 BTUs \$85.00

Over 25 tons or 500,000 BTUs \$5.00 per ton or per 12,000 BTUs

Refrigeration \$6.00 per ton

Gas Piping \$40.00 +\$6.00 per outlet Commercial ventilation systems \$100.00

Prefab fireplaces, floor furnaces, unit heaters, gas appliances (logs, grills, etc), unit exchange, addition of ductwork, and other installations covered by Vol. III \$45.00

Plumbing

Replacement water heater \$45.00

Gas Piping \$40.00 +\$6.00 per outlet

Septic/sewer connection \$45.00

Sprinkler \$0.03 per sf (\$150.00 min)

Addition of fixtures, etc. \$7.00 per fixture or trap

Miscellaneous Fees

Minimum fee \$45.00 (all categories) Zoning Permit \$45.00 (all jurisdictions)

Recovery fee \$5.00 per NC GS 87-15.6 (Homeowners Recovery Fund)

A \$75.00 re-inspection fee will be charged for the first unnecessary (wasted) trip, and a \$100.00 re-inspection fee for subsequent unnecessary trip(s) for the same inspection (per inspection category)

A non-refundable \$45.00 application fee is included in the charge on all permits. Refunds only on permits which have had no inspections made (subject to application fee).

Re-review plan review fee: Each project is allowed two reviews for the basic plan review fee. A fee of \$50.00 per hour (or portion thereof) will be charged on any project for each additional plan review beyond the second review.

Re-stamp lost approved plans (plans maintained on the construction site) \$5.00 per sheet.

Change of contractor, owner, etc., on existing permit \$50.00 per change.

Reinstatement of expired permits \$50.00 per permit category (must have proof of compliance with GS 153A-357 (6 month 12 month rule).

Refunds only on valid permits with no inspection activity (subject to application fee). Any item not otherwise addressed in this schedule that requires an inspection will be charged at the rate of \$8.00 per \$1,000.00 based on the entire cost of the work or project.

Environmental Health Fees

Existing septic systems \$50.00 Type I or II systems \$200.00
Type III systems \$330.00 Type IV, V, or VI systems \$575.00

Re-inspection fees and or other additional fees or penalties will result in the suspension of inspections on that project until the appropriate fees have been paid. Misrepresentations on an application as described in section 204.1 of Vol. 1-A shall result in the revocation of a permit. In the event of revocation, no refunds will be made.

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5. Request from the Fire Tax District Board for approval of Budget Amendment #48 for the following four requests:

- (1) **\$36,748.74 – Cool Springs VFD Debt Retirement**
- (2) **\$3,450 – Harmony VFD for AED/Defibrillator**
- (3) **\$15,600 – Central VFD for Brush Truck Repair**
- (4) **\$15,000 – Iredell County Firefighter’s Association (training material/aids)**

6. Request for Approval of a Resolution to Adopt an Interlocal Agreement & Join the North Carolina Counties Liability & Property Joint Risk Management Agency: (A copy of the resolution is as follows.)

ANNUAL PARTICIPATION AGREEMENT

RESOLUTION TO ADOPT THE INTERLOCAL AGREEMENT AND TO JOIN THE NORTH CAROLINA COUNTIES LIABILITY AND PROPERTY JOINT RISK MANAGEMENT AGENCY

WITNESSETH:

WHEREAS, the Program Member (“Member”) desires to protect against liability claims and property losses and to provide for payment of claims or losses for which the county or local agency may be liable; and

WHEREAS, the North Carolina Counties Liability and Property Joint Risk Management Agency (“the Pool”) has been established pursuant to G. S. 153A-445(a)(1), G. S. 160A.460 through 160A-464, and G S. 58-23-5; and

WHEREAS, it is desirable for the Member to join the Pool in order to provide a method of risk sharing for liability claims and property losses;

NOW, THEREFORE, BE IT RESOLVED that the Board of the Member hereby adopts the interlocal agreement entitled “Interlocal Agreement Establishing the North Carolina Counties Liability and Property Joint Risk Management Agency,” and thereby joins and agrees to participate in the Pool, which has been formed to create a group fund to pay liability claims and property losses of the counties and other local agencies joining the Pool.

FURTHER, BE IT RESOLVED that the undersigned official of the Member is authorized to execute the Agreement to join the Pool.

TERMS AND CONDITIONS

- 1. Agreement and Continuation of Coverage. The term of this Agreement is for one (1) year commencing July 1, or the effective date of coverage of a new Member. A Member’s coverage will be automatically renewed on the anniversary date even though payment for this coverage may not have been received. This Continuation of Coverage will be on the same terms and conditions as the expiring coverage until and unless notified by the Member. Each renewal shall be subject to recalculation of contributions.
- 2. Applicable Coverages. This Agreement applies to those coverage limits, deductibles and exposures as stated in the Liability and Property Declarations or otherwise provided to the Member at renewal. These limits, deductibles and exposures are effective on the date as shown on the Liability and Property Declarations Page(s). This Resolution also applies to any endorsements attached to the Liability and Property Declarations Page(s).
- 3. Contribution Determination. The liability and property contributions are based upon the Member’s stated property values, operating expenditures, number of vehicles operated, number of law enforcement officers and various general exposures as requested in the renewal application. It is the responsibility of the Member to provide accurate exposure data within thirty (30) days of the date of the request. Should this not be done, it will be at the discretion of the Pool to

adjust contributions accordingly.

4. Charges. Changes in rates, discounts and other charges will occur only on the Member's renewal date and will remain in effect for a twelve (12) month period.
5. Contribution Collection. Contributions are due thirty (30) days from the date of the invoice. Contributions resulting from claims payments for deductible members are due thirty (30) days from the date of invoice for payments made during the previous month.
6. Claims Administration.
 - a. Claims Filing/Reporting. The Member will, as soon as practicable, report in writing to the Pool every loss occurrence that may give rise to a claim. Written notice containing particulars sufficient to identify the Member and also reasonably obtainable information with respect to the time, place and circumstances thereof and the names and addresses of the injured and of available witnesses shall be given by or for the Member to the Pool or any of its authorized designees as soon as practicable.

The Member will cooperate with the Pool, and, upon the Pool's request and reasonable expense, will attend hearings and trials and will assist in effecting settlements, in securing and giving evidence, in attaining the attendance of witnesses and in conducting suits. If a claim is made or suit is brought against the Member, the Member shall immediately forward to the Pool every demand, notice, summons or other process received by the Member or its representative.
 - b. Settlement Authority. The Pool or its designee retains sole authority to adjudicate claims. All decisions on individual cases shall be made by the Pool or its designee, including the decision to appeal or not to appeal or to settle or not to settle a claim.
 - c. Claims Funding (Liability Deductible Members): Claims payments within the deductible layer of the coverage will be reimbursed to the Pool within thirty (30) days of the date of the invoice, without exception.
7. Termination by the Pool. This Agreement can be canceled by the Pool only on a renewal date and only after having given written notice by certified mail, return receipt requested, to the Member at least sixty (60) days before such anniversary date except that the Pool may cancel at any time: (i) after giving ten (10) days written notice to the Member if the Member has failed to pay any contribution when due, or, (ii) as a result of substantive reorganization or dissolution of the Member. If the Pool chooses not to cancel for non-payment, payment of the Member's claims will be suspended immediately until the balance due is paid in full.
8. Termination by the Member. The Member may cancel this Agreement without penalty effective on their renewal date, after giving written notice to the Pool at least thirty (30) days prior to such renewal date. In no event will termination become effective prior to thirty (30) days from the date of notice of termination by the Member.
9. Termination Penalty. In the event the Member fails to comply with the provisions as outlined in Article 8 above, or if the Pool cancels for non-payment, the Member will be liable as follows: (i) if notice to the Pool is less than thirty (30) days before the Member's renewal date but prior to the renewal effective date, ten percent (10%) of the annual estimated renewal contribution will be payable, (ii) if notice to the Pool is after the renewal date, the full annual estimated renewal contribution will be payable.
10. Member Appeals. The Member shall have the right to appeal any decision or recommendation to the Pool's Board of Trustees, whose determination will be final. Any appeal shall be made in writing to the Pool's Director of Risk Management within thirty (30) days of the decision or recommendation.
11. Membership. In the interest of providing effective governance, the Member or at least one of its budgetary contributors, must be a member of the North Carolina Association of County Commissioners.
12. Notice. Any written notice to the Pool shall be made by first class mail, postage prepaid, and delivered to the Pool's Director of Risk Management, North Carolina Association of County Commissioners, P0 Box 1488, Raleigh, NC 27602-1488.
13. Severability. If any portion of this Agreement shall be declared illegal or unenforceable for any reason, the remaining portions shall continue in full force and effect.

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7. Request for Approval of an Amended Application for Public School Building Capital Fund (PSBCF) Monies for the Third Creek Elementary School Project: Finance Director Blumenstein said the initial PSBCF application was for \$2,455,200 but only \$1,452,690 was available at that time (February 2001). She said the amended application would yield \$750,000 when approved by the state.

8. Request for Approval of the May 7, 2002 Minutes

9. Request for Approval of a COPS in Schools Grant Application (See briefing minutes for additional information about this grant.)

10. Request for Approval of a Capital Project Ordinance Amendment for Asbestos Removal (\$67,600) at the Iredell County Government Center-South: The following capital project ordinance amendment was approved for the Iredell County Government Center- South facility.

Amended Capital Project Ordinance
Iredell County Government Services Building - South

Be it Ordained by the Board of County Commissioners of Iredell County, North Carolina:

Section 1. This capital project fund shall finance professional services for the planning and design specifications of the Iredell County Government Services Building.

	<u>Current</u>		<u>Amended</u>
Asbestos Removal	\$ 0	+67,600	67,600
Professional Fees	<u>220,500.00</u>		<u>220,500</u>
	<u>\$ 220,500.00</u>	+67,600	<u>\$288,100</u>

Section 2. Funds for this Capital Project Fund will be provided from the following sources:

Transfers from Capital Reserve Fund	\$ <u>220,500.00</u>	+67,600	<u>\$288,100</u>
	<u>\$220,500.00</u>	+67,600	<u>\$288,100</u>

Section 3. This Capital Project Fund shall continue until the project is complete.

Section 4. Payments from this Capital Project Fund shall be authorized by the County Manager or his designee.

Section 5. Funds transferred from the Capital Reserve Fund will be reimbursed to that fund from proceeds of permanent long-term financing.

Section 6. Upon completion of the construction project, all funds remaining in this Capital Project Fund shall be transferred back to the Capital Reserve Fund.

This amended ordinance being adopted May 21, 2002.

-----**END OF CONSENT AGENDA**-----

**Request for Approval of a Proclamation Proclaiming May 19-25, 2002 as
“Emergency Medical Services Week: [MOTION] by Commissioner Johnson to approve the
following proclamation designating May 19-25, 2002 as Emergency Medical Services Week.**

VOTING: Ayes – 5; Nays – 0.

**EMERGENCY MEDICAL SERVICES WEEK
May 19-25, 2002**

WHEREAS, the Iredell County Emergency Medical Services system is a vital public service; and

WHEREAS, the members of the Emergency Medical Services team are ready to provide life-sustaining care to those in need twenty-four hours a day, seven days a week; and

WHEREAS, residents of Iredell County benefit daily from the dedicated efforts, knowledge and skills of the emergency medical team: technicians, paramedics, emergency nurses; emergency physicians; rescue squad workers; firefighters; public safety telecommunicators; public information, education and relations specialists; emergency vehicle maintenance technicians; administrators; educators and others who receive specialized training and continuing education to enhance and maintain their lifesaving skills; and

WHEREAS, injury prevention, public education, and the appropriate use of the Emergency Medical Services system will help reduce health care costs; and

WHEREAS, to recognize the value and accomplishments of the Emergency Medical Services team, we set aside a special period to observe the contributions of these men and women.

NOW, THEREFORE, the Iredell County Board of Commissioners hereby proclaims May 19-25, 2002 as "EMERGENCY MEDICAL SERVICES WEEK" in Iredell County, and calls upon all citizens to observe this period with appropriate programs and activities.

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Request for Approval of a Resolution in Opposition to the Passage of H.R. 1475: Commissioner Johnson said H.R. 1475 would allow state and local public safety officers to bargain collectively or unionize. He said he felt the legislation was an attempt to usurp the powers from the state and local governments. Johnson said he understood the passage of H.R. 1475 would be of "great detriment" since the county would have to hire someone to conduct federal arbitration.

Commissioner Johnson presented the following resolution and made a motion for its adoption and submission to Iredell County's congressional delegation.

VOTING: Ayes – 5; Nays – 0.

RESOLUTION OPPOSING
H.R. 1475
PUBLIC SAFETY EMPLOYER-EMPLOYEE COOPERATION ACT

WHEREAS, the Iredell County Board of Commissioners recognizes and appreciates the services and sacrifices of public safety employees; and

WHEREAS, the Iredell County Board of Commissioners has provided adequate funding for personnel and resources to ensure the public's safety; and

WHEREAS, the cooperative spirit between local governments and their public safety employees works to the betterment of all; and

WHEREAS, an adversarial relationship between local governments and public safety employees would be harmful to the public's safety, and collective bargaining agreements tend to cause a contentious relationship that unnecessarily drives up cost.

THEREFORE, BE IT RESOLVED that the Iredell County Board of Commissioners unanimously opposes the passage of H.R. 1475, which allows collective bargaining on behalf of public safety employees.

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REQUEST FROM THE LAW FIRM OF PARHAM HELMS HARRIS BLYTHE & MORTON FOR A REVENUE STAMP REIMBURSEMENT OF \$205 PERTAINING TO A DEED RECORDED BY THE REGISTER OF DEEDS' OFFICE ON APRIL 26, 2002: County Manager Mashburn said this law firm was requesting a reimbursement for an overpayment in revenue stamps. He said that due to an error in the law firm's office, \$205 had been overpaid. Mashburn said the firm had sent a written request for the reimbursement. He said the state received quarterly revenue stamp payments from the county and since the firm had purchased the stamps on April 26, 2002, the funds were still available (locally) for reimbursement.

Commissioner Bowles requested to be excused from the voting since the law firm seeking the reimbursement transacted business for him.

MOTION by Chairman Tice to allow Mr. Bowles to abstain from the voting.

VOTING: Ayes – 5; Nays – 0.

MOTION by Commissioner Johnson to grant the revenue stamp reimbursement of \$205 to Parham Helms Harris Blythe & Morton.

Commissioner Williams asked about the precedent that would be set in the matter. He asked what the county would do if the state's portion of the funds had already been submitted.

Johnson said each request would be reviewed on its own merit. He said that if the money had already been sent to the state, only the county's portion could be reimbursed.

VOTING: Ayes – 4; Nays – 0.

APPOINTMENTS TO BOARDS & COMMISSIONS

Centralina Workforce Development(CWD) Board (1 appointment): **MOTION** by Commissioner Ray to appoint Carol Johnson, the Dean of Continuing Education and Workforce Development at Mitchell Community College, to the CWD Board.

VOTING: Ayes – 5; Nays – 0.

COUNTY MANAGER’S REPORT: County Manager Mashburn said the written activity report contained information regarding the Health Insurance Portability and Accountability Act (HIPAA). He said the information related to privacy laws and patients of healthcare providers. Mashburn said many requirements would be placed on the county’s EMS, Health, Social Services, and Human Resources departments due to the Act.

ADJOURNMENT: **MOTION** by Chairman Tice at 7:55 p.m. to continue the meeting to Thursday, May 23, 2002, for a budget session in the South Wing Conference Room of the Iredell County Government Center, 200 South Center Street, Statesville, NC.

VOTING: Ayes – 5; Nays – 0.

Approved: _____

Clerk to the Board