

# Rutherford County

*Office Building  
289 N. Main Street  
Rutherfordton, NC 28139*



## Meeting Agenda

**Monday, June 23, 2014**

**6:00 PM**

**Commission Chambers**

**Board of Commissioners**

## I. Call to Order

### A. Agenda Approval

## II. Public Hearings

### **ID 14-312      Establishment of a County Service District for Water Supply and Distribution**

**Recommendation:** Summary:

The Board will hold a public hearing for, and possibly take action on, the establishment of a County Service District for Water Supply and Distribution for Queen's Gap.

**ID 14-312      Attachments:**      Granicus, Legal Notice, 5.20.2014 Public Hearing for Proposed Budget

## III. Commissioners/Appointments

### **ID 14-310      Appointments to Planning Commission**

**Recommendation:** Summary:

The Board will discuss and possibly take action on appointments to the Planning Commission.

**ID 14-310      Attachments:**      Planning Commission Recommendation Letter 6.17.2014

## VII. Old Business

### **ID 14-311      FY2014-15 County Budget and Affiliated Budgets, plus FY2013-14 Budget Amendments as needed**

**Recommendation:** Summary:

The Board will discuss and possible take action on the FY2014-15 budget, affiliated FY2014-15 Budgets, and related FY2013-14 Budget Amendments.

## VIII. New Business

### **ID 14-313      Building Inspections Interlocal Agreement**

**Recommendation:** Summary:

Establish a building inspections interlocal agreement between Rutherford and Polk County. Agreement would be to permit Rutherford County to provide building inspections at the new equine facility and related projects in Polk County; provides for reimbursement to Rutherford County.

**ID 14-313      Attachments:**      Granicus, 6.23.2014, Interlocal Agreement Re Building Inspections

## IX. Closed Session

**ID 14-314      Closed Session ATTORNEY CLIENT NCGS 143-318.11(a)(3)**

Recommendation: Summary:

**X. Information****XI. Adjournment**

*RUTHERFORD COUNTY IS COMMITTED TO FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT STANDARDS. TRANSLATION SERVICES, ASSISTANCE OR ACCOMMODATION REQUESTS FROM PERSONS WITH DISABILITIES ARE TO BE REQUESTED NOT LESS THAN 3 WORKING DAYS BEFORE THE DAY OF THE EVENT. PLEASE CALL (828) 287-6045.*



# Rutherford County

Office Building  
289 N. Main Street  
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## Legislation Text

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File #: ID 14-312, Version: 1

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**Meeting Date: June 23, 2014**

### **Establishment of a County Service District for Water Supply and Distribution**

**Summary:**

The Board will hold a public hearing for, and possibly take action on, the establishment of a County Service District for Water Supply and Distribution for Queen's Gap.

**Budget:**

N/A

**Contact Information:**

Danny Searcy, Planning and Public Works Director

287-6300

Danny.searcy@rutherfordcountync.gov

**Recommended Motion:**

Approve establishment of District.

### **Legal Notice**

There will be a Public Hearing in the County Commissioners' Meeting Room, Rutherford County Office Building, 289 North Main Street, Rutherfordton, NC on June 2, 2014 at 6:00 P.M. regarding the proposed Rutherford County Budget for Fiscal Year 2014-2015. All interested parties are invited to attend. The proposed budget for Fiscal Year 2014-2015 is available for inspection in the Office of the Clerk to the Board at the Rutherford County Office Building, 289 North Main Street, Rutherfordton, NC.

Please publish in legal section on May 20, 2014. Thanks, Hazel

Please bill to: Rutherford County Commissioners' Office  
Attention: Hazel Haynes  
289 North Main St.  
Rutherfordton, NC 28139



# Rutherford County

Office Building  
289 N. Main Street  
Rutherfordton, NC 28139

## Legislation Text

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**File #:** ID 14-310, **Version:** 2

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**Meeting Date: June 23, 2014**

### **Appointments to Planning Commission**

**Summary:**

The Board will discuss and possibly take action on appointments to the Planning Commission.

**Budget:**

N/A

**Contact Information:**

Hazel Haynes

287-6045

Hazel.haynes@rutherfordcountync.gov

**Recommended Motion:**

Make appointments.



June 16, 2014

Rutherford County Board of Commissioners:

Thank you for your confidence in us as Planning Commission members and our role in development and growing Rutherford County. We are pleased to serve our County in this capacity and take great pride in our responsibility and service as a planning board.

It has come to our attention that the current Chairman, Ronnie Harrill, along with Jim Huffstickler, may not be reappointed to this Commission--despite their interest in continuing to serve. These two men have served Rutherford County on this Planning Commission since 2006 and their devotion to this work and the planning process in our County speaks for itself. In fact, Ronnie's role as Chairman clearly reflects his tireless effort and selfless dedication toward doing great things for Rutherford County.

Therefore, we highly recommend reappointing Ronnie Harrill and Jim Huffstickler to this Planning Commission.

Sincerely,

*[Handwritten signatures of the Planning Commission members]*  
Danny F. Wells, Sec.  
Justin Conner  
Phillip Miller  
A. Douglas Atchley  
Mike Parton

*Members of the Rutherford County Planning Commission*

**Ronnie Harrill, Chairman**

**John Bittle, Vice Chairman**

**Danny Wells, Secretary**

**Doug Atchley**

**Justin Conner**

**Dwayne Harris**

**Jim Huffstickler**

**Phillip Miller**

**Amy Jenkins**

**Mike Parton**



# Rutherford County

Office Building  
289 N. Main Street  
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## Legislation Text

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**File #:** ID 14-311, **Version:** 1

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**Meeting Date: June 23, 2014**

**FY2014-15 County Budget and Affiliated Budgets, plus FY2013-14 Budget Amendments as needed**

**Summary:**

The Board will discuss and possible take action on the FY2014-15 budget, affiliated FY2014-15 Budgets, and related FY2013-14 Budget Amendments.

**Budget:**

N/A

**Contact Information:**

Carl Classen, County Manager  
287-6060

[Carl.classen@rutherfordcountync.gov](mailto:Carl.classen@rutherfordcountync.gov)

**Recommended Motion:**

Discussion of possible action.



# Rutherford County

Office Building  
289 N. Main Street  
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## Legislation Text

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**File #:** ID 14-313, **Version:** 1

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**Meeting Date: June 23, 2014**

### **Building Inspections Interlocal Agreement**

**Summary:**

Establish a building inspections interlocal agreement between Rutherford and Polk County. Agreement would be to permit Rutherford County to provide building inspections at the new equine facility and related projects in Polk County; provides for reimbursement to Rutherford County.

**Budget:**

N/A

**Contact Information:**

Jason Ruff  
jason.ruff@rutherfordcountync.gov  
287-6035

**Recommended Motion:**

NORTH CAROLINA  
POLK & RUTHERFORD COUNTIES

INTERLOCAL GOVERNMENT  
AGREEMENT

THIS AGREEMENT, made and entered into this the \_\_\_\_ day of June, 2014, by and between POLK COUNTY, a body politic of the State of North Carolina, (hereinafter referred to as "Polk County"), and RUTHERFORD COUNTY, a body politic of the State of North Carolina, (hereinafter referred to as "Rutherford County");

WITNESSETH:

WHEREAS, Part 1 of Article 20 of Chapter §160A of the North Carolina General Statutes authorizes Polk County and Rutherford County to enter into interlocal agreements in order to execute any undertaking on behalf of one another; and

WHEREAS, North Carolina General Statute §153A-353 authorizes Polk County to request that the Rutherford County Board of Commissioners direct one or more Rutherford County building inspectors to exercise their powers within part or all of Polk County's jurisdiction; and

WHEREAS, Polk County has requested that the Rutherford County Board of Commissioners direct Rutherford County's building inspectors to provide level three inspection services through the exercise of their powers within all of Polk County's jurisdiction, and Rutherford County through its Board of Commissioners has agreed to provide such level three building and fire inspection services consistent with the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the parties hereto agree as follows:

1. Rutherford County agrees to direct its building inspectors and fire inspectors to provide building inspection and fire inspection services upon request of Polk County, which may include all level three building, electrical, plumbing, mechanical and fire inspections within the jurisdiction of Polk County.
2. In providing services under this Agreement upon the request of Polk County, Rutherford County will be administering and enforcing the requirements of (1) the North Carolina State Building Code and all volumes, appendices and amendments thereto, and (2) the North Carolina State Building Code: Fire Prevention Code and appendices as they pertain to all building inspection and fire inspection services for such buildings requested by Polk County. In the event that enforcement of the code requires legal proceedings, such proceedings shall be instituted by Polk County. All costs of such proceedings shall be paid by Polk County.

3. Polk County shall retain administration and enforcement of the requirements of (1) the North Carolina State Building Code and all volumes, appendices and amendments thereto, and (2) the North Carolina State Building Code: Fire Prevention Code and appendices as they pertain to all building inspection and fire inspection services with the exception of those inspections as Polk County requests Rutherford County's assistance pursuant to this Agreement.
4. Polk County shall retain administration of its local zoning and code enforcement ordinances. Specifically, Polk County shall retain (1) administration and issuance of zoning permits and zoning approvals, (2) administration and issuance of Floodplain Development Permits, and (3) administration and issuance of lot disturbance permits as required by its zoning ordinances.
5. Polk County agrees to provide Rutherford County any documentation, files, publications, maps, or other materials in Polk County's possession at Rutherford County's request in order to assist Rutherford County in providing services under this agreement.
6. All fees collected by Polk County shall be in accordance with its existing fee schedule, the relevant fees from which Polk County shall include with each request to Rutherford County for building or fire inspection services. In the event such anticipated fees do not cover the anticipated costs to Rutherford County, Rutherford County may refuse to perform such services. Rutherford County shall send invoice for services actually rendered to Polk County once each month, which invoice shall be paid by Polk County within thirty (30) days of receipt thereof to: Rutherford County, Attn: County Finance Officer, 289 North Main Street, Rutherfordton, NC 28139. Rutherford County will complete all services once commenced even if the agreed fees do not cover the actual costs for such services. In such event, the County Manager of each County shall negotiate fair compensation to Rutherford County once the requested services are complete.
7. Rutherford County agrees to receive and process from Polk County all applications, associated fees and other materials and documentations necessary for Rutherford County to provide the services under this Agreement directly from Polk County permit applicants or other customers of building and fire inspection services except as set forth in paragraph 6 herein.
8. Rutherford County agrees to provide services under this Agreement at times and under a schedule which both parties mutually agree to be most convenient for permittees or other customers of building and fire inspection services.
9. This Agreement shall commence on the first (1<sup>st</sup>) day following adoption by the Board of Commissioners for each County and shall continue through the thirtieth (30<sup>th</sup>) day of

June, 2015. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. Absent notice to the contrary, this Agreement shall automatically renew for up to ten (10) additional one (1) year periods. This Agreement is subject to the availability of funds to pay for the specified services and may be terminated at any time of such funds become unavailable.

10. Rutherford County agrees to hire, maintain and supervise a sufficient building inspection staff to timely and competently provide the services under this Agreement. Otherwise, nothing in the Agreement shall prevent Rutherford County from entering into mutual aid agreements with other local government entities to provide building or fire inspection services within its jurisdiction. The parties hereto acknowledge that Rutherford County will need to prioritize all building or fire inspection services arising from permittees in Rutherford County over those from Polk County.
11. If at any time for any reason, Rutherford County can no longer hire, maintain or supervise sufficient building inspection staff, Rutherford County shall notify Polk County of the deficiency as soon as practical and the parties shall cooperate and mutually discuss an action to amend or terminate this Agreement.
12. Only to the extent required by NCGS §153A-353, all inspectors designated by Rutherford County to exercise the duties of the position in Polk County in providing the services as provided for herein shall be treated as employees or agents of Polk County and Rutherford County shall not be responsible or liable for any claims against said persons or Polk County.
13. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to Rutherford County or Polk County, their governing boards, officers, employees, agents or anyone else having immunity due to their relationship with Rutherford County or Polk County.
14. The terms of this Agreement may only be modified by a written mutual agreement signed by the parties and attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, as of the day and year first above written.

RUTHERFORD COUNTY

By: \_\_\_\_\_ (seal)  
Chair, Board of Commissioners

Attest: \_\_\_\_\_ (seal)  
Clerk to the Board of Commissioners

This instrument has been preaudited in the manner required by  
The Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Rutherford County Finance Director

POLK COUNTY

By: \_\_\_\_\_ (seal)  
Chair, Board of Commissioners

Attest: \_\_\_\_\_ (seal)  
Clerk to the Board of Commissioners

This instrument has been preaudited in the manner required by  
The Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Polk County Finance Director



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## Legislation Text

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**File #:** ID 14-314, **Version:** 1

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**Meeting Date:** June 23, 2014

**Closed Session ATTORNEY CLIENT NCGS 143-318.11(a)(3)**

**Summary:**

**Budget:**

**Contact Information:**

**Recommended Motion:**