

## Haywood County “Toeprints”

September 9, 2020

Vol. #11 Issue #5 (Subject: School Administration moving to CES - Did I call that one, or what?)

[www.haywoodtp.net](http://www.haywoodtp.net)

### What’s Happening?

The purpose of this newsletter is to inform Haywood County Taxpayers of what transpires at the bi-monthly County Commission Meetings. This newsletter will be written from the perspective of a casual observer, myself. Any opinions expressed will be mine.

### School administrators may be moving twice.

“School administrators may be moving twice”, by Vicki Hyatt [vhyatt@themountaineer.com](mailto:vhyatt@themountaineer.com) Sep 6, 2020.

See:

[https://www.themountaineer.com/news/school-administrators-may-be-moving-twice/article\\_a876f864-ec3-11ea-94f3-c7473b6dd6ed.html](https://www.themountaineer.com/news/school-administrators-may-be-moving-twice/article_a876f864-ec3-11ea-94f3-c7473b6dd6ed.html)

[Editor’s Note: Copy and paste link into your favorite browser.]

WTF?

Did I call this one, or what?

### [Editor’s Note:

From <https://www.haywoodtp.net/pubTP/T190902.pdf> ]

### What Happened - The Lease Agreement?

A Lease Agreement was entered into on 9/25/1980 between the COUNTY OF HAYWOOD, and the HAYWOOD COUNTY CONSOLIDATED SCHOOL SYSTEM. This is a five (5) page Lease, and a copy was provided to me by **Anne Garrett**.

See:

<http://www.haywoodtp.net/pubII/160324CountySchoolBuildingLease.pdf>

There are two salient features of this lease:

“TERM - This lease shall begin on the 1<sup>st</sup> day of January, 1981, and shall exist and continue for a period of ten (10) years or until and including the 31<sup>st</sup> day of December, 1990. Thereafter, this lease will automatically renew and extend for additional ten (10) year periods until notice is given by either lessor or lessee of its intention not to renew said lease. ...

It is therefore agreed by and between the parties that if for any reason the Haywood County Commissioners should, at a later date, terminate this Contract, or cannot for any

reason furnish and provide that portion of the Hospital Building hereinafter referred as an office for Lessee, then and in that event, Lessor will promptly furnish and provide Lessee with comparable quarters within the Town of Waynesville (or elsewhere as agreed upon by both parties) with due regard to the requirements of lessee as to square footage, type of construction, and design suitable to meet the needs and requirements of Lessee; in other words, “equal” offices. ...”

This lease, as anyone can see, is perpetual. It did not expire in 2020 as the county said it did. Whose opinion what this? There are two (2) lawyers involved here, **Frank Queen**, the County Attorney, and **James Weaver “Kirk” Kirkpatrick the III**. Remember, a lawyer can only express an opinion; it is the Judge that makes the ruling.

### [Editor’s Note:

From <https://www.haywoodtp.net/pubTP/T190902.pdf> ]

### Landmark Asset Services.

An Option for Purchase and Sale of Real Property was presented at the 12/17/2018 County Commission Meeting. Section 7 was altered, at the request of Mark Pless to be amended to the following at the 1/7/2019 County Commission Meeting:

[Section 7. Lease. The property is SUBJECT TO a written lease for the offices of the Haywood County Consolidated School System. Buyer has been provided with a copy of that lease. Buyer will honor that lease through its expiration date of December 31, 2020.](#)

Presuming the Landmark deal goes through, the School Administration is looking for a new place to move, and they need to get a move on. Ideally, this move from the Old Hospital building should be in the summer, as not to disrupt running the schools during the school year.

What are the options?

- Buy a piece of land and throw up a building.
- Move into existing brick and mortar.

Not too many chunks of land available, but I would like to recommend the **James Weaver “Kirk” Kirkpatrick the III** Super-Duper Sports Complex land in Jonathan Creek, also known as the **David Francis** Dirt Spreading Project.

Chances of having something ready by summer - slim to none.

Consider the following existing brick and mortar locations:

- Central Elementary School (CES),
- Annex II,
- K Mart building.

CES was ostensibly closed for lack of capacity reasons, i.e., students were moved to two other elementary schools. However, closing of CES provided a convenient back-up plan by **Anne Garrett** for a new School Administration home, as commissioners had been dickered with selling off the Old Hospital for renovation into low income housing for a while.

Annex II falls short on square footage, and would be insufficient in terms of space, i.e., not an “equal” office.

K Mart is apparently going to close all locations, not sure when, but provides a vacant big box building. That building is greater than or equal to the current space of the Old Hospital.

#### Every Site has an issue.

- CES - would need renovation to provide “equal” offices. This means that if CES were ever required to be re-opened, it would have to be re-renovated again to make it back into a school. Terry Ramey is 100% against this idea.
- Annex II - fails “equal” office criteria, about half the size of the Old Hospital space currently in use.
- K Mart. This is interesting. Tell me the difference between the County (i.e. **Mark Swanger**) purchasing the Old Walmart, taking out a loan (\$6.8M ?) and completely renovating the interior to fit the needs of DSS. By the way, does DSS pay a penny for rent?

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So, according to **Vicki Hyatt**, Liberal Hack News Editor of the Mountaineer, the architect redesigning the gutted out Annex II, the architect firm Padgett and Freeman is taking their time coming up with a proposal. The county provided \$750,000 for internal renovation of Annex II. Can anyone connect the dots to figure out how much Padgett and Freeman is going to charge the School Administration for this work knowing that they have a budget of \$750,000? That’s right, at least \$750,000, which would leave no money for the actual renovation.

Where does this leave the School Administration?

They gotta move because of the [expletive deleted] contract administered by **David Francis**, which apparently does not leave any wiggle room for an extension due to unforeseen delays.

**David Francis**, as you recall, convinced the county commissioners to dump additional dirt into the **James Weaver “Kirk” Kirkpatrick the III** Super-Duper Sports Complex land in Jonathan Creek, also known as the **David Francis** Dirt Spreading Project.

How is that going, by the way? Any takers, as **David Francis** promised?

**David Francis** also threw the Haywood County Taxpayers a bone, when he presented a reduction in the Solid Waste Availability Fee at the 7/20/2020 County Commission Meeting.

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#### [Editor’s Note:

From <https://www.haywoodtp.net/pubTP/T200726.pdf> ]

For years, the Solid Waste Availability Fee remained at \$92. Then, **David Francis** and **Mark Swanger** (now gone) raised it to \$164 in 2015.

Now that the Francis Farm Landfill work as begun using all of this taxpayer money, one would think that the Solid Waste Availability Fee would revert back to what it was originally, \$92.

But no...

Not if **David Francis** and our four (4) Republican county commissioners have anything to do with it.

**Francis** proposed a reduction of \$5.00

WTF?

The new Solid Waste Availability Fee will be \$159.00 on your tax bill.

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**David Francis** have these county commissioners by the [expletive deleted].

What are county commissioners going to do now?

- County Commissioners violated the intent and spirit of the Lease Agreement, by not providing -

“Lessor will promptly furnish and provide Lessee with comparable quarters within the Town of Waynesville (or elsewhere as agreed upon by both parties) with due regard to the requirements of lessee as to square footage, type of construction, and design suitable to meet the needs and requirements of Lessee; in other words, “equal” offices. ...”

- The School Administration is making the move to CES on their nuckle, and, have to clean the place up to make it suitable for employees on a temporary basis.

- Asbestos. When Annex II was gutted, it is my understanding that Asbestos was removed. It is also my understanding that there is Asbestos in CES, but as long as it is not disturbed, it's okay. [???

County Commissioners should be tarred and feathered for this fiasco. In my view, the current Republicans on this board are all acting like democrats, and the single democrat is acting more like a Republican than a democrat.

Nothing will ever be the same after our bout with the coronavirus. The need to hold CES as an option for future classroom space is dubious at best. My recommendation would be to clean up CES, and make that the permanent location for the School Administration, and County Commissioners need to honor the Lease Agreement and make that happen financially, so the School Administration does not have to dip into their budget to make this happen.

As a service to the community, I will be touring the CES building at future times to photograph the initial conditions the School Administration has to deal with, and conditions after clean-up and relocation of personnel.

As you may recall, I had requested to make a similar tour of the Annex II building, but was refused at every turn by **Kris Boyd**. I never did get to view the interior of the Annex building. **Kris Boyd**, along with **David Francis**, need to join the county commissioners at the tar and feathering ceremony.

Legend: If any name is in **bold**, it can't be a good thing.

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*Si vis pacem, para bellum*