

Haywood County “Toeprints”

December 19, 2020

Vol. #11 Issue #8 (Subject: School Administration Lease, dated 1980. What gives?)

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.

Pay now or pay later?

Becky Johnson of the Mountaineer, posted an article on the Haywood County School Board voting to borrow \$1 Million to complete the move from the Old Hospital Building to Annex II, via an intermediate stay at Central Elementary School (CES).

“Pay now or pay later? School board split on borrowing for central office renovations”, by **Becky Johnson** bjohnson@themountaineer.com Dec 17, 2020.

https://www.themountaineer.com/news/pay-now-or-pay-later-school-board-split-on-borrowing-for-central-office-renovations/article_89be32e6-3e78-11eb-8b07-330e31b787bd.html

Can someone explain to me why the School Board even took this vote?

“The Lease”.

Let’s review “The Lease” by looking at the 5/6/2016 issue of Toeprints:

<https://www.haywoodtp.net/pubTP/T160506.pdf>

The following is text from that issue.

Lease between County and School Administration.

It was brought to my attention that a piece of paper, about 20 years old, existed that the County was responsible for providing a home for the School Administration. On a whim, I asked, in a hand written note, if Anne Garrett knew anything about this. She said “Sure, I have it on my desk. Come over and get a copy.” What the ??? I did, then made two (2) copies (one for Terry Ramey, and the second delivered to the law office of Mark Melrose), and posted it on www.haywoodtp.net.

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

The lease originated on September, 1980 and automatically renews every 10 years, unless terminated. It has never been terminated. It states:

... 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. ...”

What the [Expletive Deleted!]? **Swanger** and **David Francis** are yanking the rug out from under the School Administration by selling off the Hospital for low-income housing. See:

<http://haywoodnc.net/downloads/commissioners/agmin2016/0502/a14.pdf>

Animosity between **Swanger** (the ex-FBI guy who believes he is the boss of everyone) and **Garrett** has been long standing and well documented. I first became aware of this at a county commission Budget Work Session, when **Anne Garrett** requested a budget increase one year, and Swanger lambasted her, telling her that is what the Funding Formula was for.

[**Editor’s Note:** Why is **Anne Garrett’s** name in bold, and why didn’t she ask for a budget increase this year, especially after the School Board closed CES? We will get to that.]

Swanger’s “public” effort to sell the Old Hospital to Landmark Developers has been relatively recent, from about the first of this year, but as we shall see from the lawsuit, Tracy Hardgrove had estimated it would take one and a half Million to make the move. But wait! Tracy Hardgrove had left the building back late last year, about the time I had my run-in with this character **Randy Siske**: See <http://haywoodtp.net/pubII/151211FrancisFarmVideo.pdf>

The point is, everyone seemed to know that **Swanger** was forcing **Garrett** and the School Administration between a rock and a hard place.

What part of this lease -

“ ...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. ...”

don't our county commissioners understand? Someone please explain that to me.

This Lease did not expire, it runs forever. **Frank Queen** said it expired in 2020. **Frank Queen** is a lawyer, Lawyers can only express an opinion, it is the Judge that makes the ruling.

Additionally, Annex II is about half the size of what the School Administration occupied in the Old Hospital building. Currently, School Administration staff now has large spacious rooms at CES.

From my recent visit to CES, after the move from the old hospital building, I noted that:

<https://www.haywoodtp.net/pubTP/T201203.pdf>

... Apparently, work is progressing on Annex II, the location county commissioners selected for their next home. What is this about a \$300,000 elevator being installed at Annex II that the school system is being asked to pay for? WTF? ...

The move to CES was almost entirely on the School Administrations dime. The county kicked in \$750,000 to demolish and gut Annex II, and now the School Administration has to pony up another Million Dollars?

Perhaps our new soon-to-be county commissioner, Jennifer Best can straighten out this cockeyed situation, and have our current county commissioners and our sorry excuse for a County Attorney, **Frank Queen** do what they are all obligated to do, and re-situate the School Administration in a new home based on the terms of the 1980 Lease.

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

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Si vis pacem, para bellum