



The Alleghany County Board of Commissioners met in special session on Friday, September 13th at 9:30 am at the Alleghany County Courthouse, 12 North Main Street, Sparta, North Carolina.

Present: Chair Mark Evans, Commissioner Larry Prince, Commissioner Bill Osborne, Commissioner Bobby Irwin, Commissioner John Irwin, County Attorney Donna Shumate and Clerk to the Board, Drew Temple.

There was discussion between the plaintiff's representation and Michael Hettleman about Alexander Hall dba Sparta Family Entertainment, his previous business (River Rock Grill), previous bid activity with the Alleghany Sheriff's Department, the bid process for the 2019-2022 jail meals contract, their original 2019 bid, how the original vote and rejection of all of the original bids took place, details of the bid opening, what will happen to Sparta Family Entertainment if they do not have the jail meals contract, their employees and their training, e-mails regarding their health plan review from AppHealthcare, and e-mails regarding claims of the well Alexander Hall uses was being condemned.

There was discussion between Mr. Epstein and Michael Hettleman about the layout of Alexander Hall, contents of the rooms in Alexander Hall, types of meals prepared (using 9/12/19 as an example), the tasks the chefs and food preparers perform on a daily basis (frying, boiling, grilling, sautéing, etc.), special meals, the schedule of a normal day for the chef and food preparer at Alexander Hall (using today, 9/13/19 as an example), the delivery schedule, prep and delivery processes, the process under which Alexander Hall has been the jail meals provider since 2013, specifics of the Request for Bid from the Sheriff's Department, the original bids from Alexander Hall and Horizon Bistro, and e-mails regarding Michael Hettleman's complaint that the RFB was not properly advertised.

There was discussion between the plaintiff's representation and Michael Hettleman about it being difficult to find people willing to perform this type of contract, and it being difficult to keep employees willing to work the hours required.

There was discussion between the plaintiff's representation and Francis Huber about her relationship with John Irwin, Jr. and her call to him before the first vote with concerns about Horizon Bistro being able to fulfill the jail meals contract and the conversation she had with John the day before the 2nd vote at church.

There was discussion between Mr. Epstein and Francis Huber about her relationship with Garrison Wagoner, her knowledge of his education, details about the scholarship the Education Foundation awarded him with the caveat that he would return to the county after college, and her knowledge of his business.

The plaintiff's representation shared videos from the July 8th Commissioner's meeting, July 11th Commissioner's meeting, and August 5th Commissioner's meeting.

Mr. Epstein representation said the plaintiff is not entitled to an injunction and cited general statutes showing this service contract is not subject to bidding procedures.

There was discussion between Mr. Epstein and Sheriff Bryan Maines about the bid process in his first full year as Sheriff, the bid process in subsequent years including 2019, what the request for bid asked for, his experience with the service provided by Alexander Hall, why the jail meals contract request for bids had always been handled informally, specifics of the original bids received, the reason he did not attend the bid opening or award meetings, his conversation with Donna Shumate regarding the e-mail Michael Hettleman sent insisting the county must bid this contract, his attempt to contact the School of Government and the Justice Academy for guidance on this situation, e-

mails between Sheriff Maines and Norma Houston with the School of Government regarding this service contract, his conversation with Donna Shumate after receiving an opinion from the School of Government, and his thoughts on whether the county is bound by G.S. 143-129.

There was discussion between the plaintiff's representation and Sheriff Bryan Maines about his conversation with Donna and the decision to put the contract back out for bid even though they agreed the statute did not apply, and the Sheriff's involvement in how the meals are prepared and transported.

There was discussion between Mr. Epstein, plaintiff's representation and Sheriff Bryan Maines about why he didn't include specific language in the advertisement in the newspaper, and why the request for bid was published.

There was discussion between Mr. Epstein and County Attorney, Donna Shumate about her relationship with Alleghany county, specifics of the meetings where jail meals were discussed, primary focus of the presentations of Garrison Wagoner and Katee Hettleman, what the outcome of the original bids would have been if G.S. 143-129 had applied, her recollection of the events of the July 8th meeting with regards to voting on the jail meals contract, who County Attorney, Donna Shumate contacted to ask about whether the jail meals contract must be formally bid, the events that happened on July 11th before and after the Commissioner's meeting, why the contract was rebid and advertised in the newspaper, whether G.S. 143-129 applied to the contract to be awarded at the August 5th Commissioner's meeting, whether G.S. 143-129 was mentioned at the August 5th meeting, and discussion about the complaint by Alexander Hall.

There was discussion between the Garrison Wagoner's representation and County Attorney, Donna Shumate about the factors considered when the Board of Commissioners voted at the July 8th meeting, and the detail the newspaper advertisement went to (above and beyond) and why.

There was discussion between the plaintiff's representation and County Attorney, Donna Shumate about G.S. 143-129, and when and if she informed anyone that G.S. 143-129 did not apply to the contract awarded at August 5th.

There was discussion between Mr. Epstein and County Attorney, Donna Shumate about what she is required to inform the public about.

Mr. Epstein, in his closing statements, reiterated that this is in fact a food service contract and the jail does not have a kitchen to prepare food.

Mr. Niche, in his closing statements, reiterated that G.S 143-129 does not apply and that this is a contract for services, not goods, and the potential damages to Horizon Bistro if a further injunction is granted.

The plaintiff's representation, in his closing statements, said that his client's business will be destroyed if he does not get this contract, that everything is a service contract from buying a car to the jail meals, and that the final product is what the Sheriff's department is contracting for and G.S. 143-129 does apply.

Judge Duncan asked counsel to submit the rest of their documentation by Saturday 9/14 at 6 pm, said the order is extended until Monday.

Respectfully submitted,

Drew Temple,
Clerk to the Board

Mark Evans,
Chairman