

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF STOKES )  
 )

OFFICE OF THE COMMISSIONERS  
STOKES COUNTY GOVERNMENT  
DANBURY, NORTH CAROLINA  
NOVEMBER 13, 2012

The Board of Commissioners of the County of Stokes, State of North Carolina, met for regular session in the Commissioners' Chambers of the Ronald Wilson Reagan Memorial Building (Administration Building) located in Danbury, North Carolina on Tuesday, November 13, 2012 at 1:30 pm with the following members present:

Chairman Ernest Lankford  
Vice Chairman J. Leon Inman – entered at 1:45 pm  
Commissioner Jimmy Walker  
Commissioner Ronda Jones  
Commissioner James D. Booth

County Personnel in Attendance:  
County Manager Richard D. Morris  
Clerk to the Board Darlene Bullins  
Finance Director Julia Edwards  
Tax Administrator Jake Oakley  
Director of Arts & Cultural Services Eddy McGee  
Senior Services Program Director Lynn Martens

Chairman Ernest Lankford called the meeting to order.

Chairman Lankford expressed appreciation to the Veterans who have and who continue to serve our great nation.

Chairman Lankford offered the following "Thought for the Day":

- "No one has greater love than this, that someone would lay down his life for his friends"

Commissioner Jones delivered the invocation.

Chairman Lankford noted that Vice Chairman Inman would be a few minutes late for today's meeting.

**GENERAL GOVERNMENT-GOVERNING BODY-PLEDGE OF ALLEGIANCE**

Chairman Lankford opened the meeting by inviting the citizens in attendance to join the Board in the Pledge of Allegiance.

## **GENERAL GOVERNMENT – GOVERNING BODY – APPROVAL OF AGENDA**

Chairman Lankford entertained a motion to approve or amend the November 13, 2012 Agenda.

Chairman Lankford requested to add the following to today's Discussion Agenda:

- Proposed Resolution – In Support of Restoring "Transitional Hold Harmless" Reimbursement Funds which was provided to the Board after the Agenda was delivered
- Restoring Hold Harmless revenue is very crucial to Stokes County and was one of the county's top legislative goals this year

The Board had no issues with adding Chairman Lankford's request to today's Discussion Agenda.

County Manager Rick Morris requested to add the following to today's Discussion Agenda:

- Proposed Site License between Stokes County and Conterra Ultra Broadband which was also provided to the Board after the Agenda was delivered
- Very time sensitive item
- Possible new revenue source for the County

The Board had no issues with adding Manager Morris' request to today's Discussion Agenda.

Commissioner Booth moved to approve the November 13<sup>th</sup> Agenda as amended.

Commissioner Jones seconded and the motion carried (4-0) with Vice Chairman Inman absent.

## **PUBLIC COMMENTS**

There were no public comments.

## **CONSENT AGENDA**

Chairman Lankford entertained a motion to approve or amend the following items on the Consent Agenda:  
November 13, 2012

## Minutes

- Minutes of October 22, 2012 – Regular Meeting

### School Capital Outlay and Capital Reserve Fund - Budget Amendment #21

Finance Director Julia Edwards submitted Budget Amendment #21.

To amend the General Fund, the expenditures are to be changed as follows:

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
<b>School Capital Outlay &amp; Capital Reserve Fund</b>				
210.5912.001	Public School Capital Outlay - ADM	\$00.00	\$33,248.00	\$33,248.00
210.5912.002	Public School Capital Outlay- ADM/Matching	<u>\$00.00</u>	<u>\$11,083.00</u>	<u>\$11,083.00</u>
	<b>Totals</b>	<b>\$00.00</b>	<b>\$44,331.00</b>	<b>\$44,331.00</b>

This budget amendment is justified as follows:

To appropriate funds from approved project for South Stokes High School Wastewater from ADM Funds and the matching funds from Fund Balance. This project was brought forward from Fiscal Year 2011-12.

This will result in a net increase of \$44,331.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received this fiscal year.

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
<b>General Fund</b>				
210.3328.000	Public School Capital Outlay- ADM	\$00.00	\$33,248.00	\$33,248.00
210.3991.000	Fund Balance	<u>\$00.00</u>	<u>\$11,083.00</u>	<u>\$11,083.00</u>
	<b>Totals</b>	<b>\$00.000</b>	<b>\$44,331.00</b>	<b>\$44,331.00</b>

### Health Department – Title XIX Fund - Budget Amendment #22

Finance Director Julia Edwards submitted Budget Amendment #22.

To amend the General Fund, the expenditures are to be changed as follows:

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
<b>Transfers</b>				
100.9820.989	Transfer to Health Department – Title XIX Fund	<u>\$00.00</u>	<u>\$957,835.00</u>	<u>\$957,835.00</u>
	<b>Totals</b>	<b>\$00.00</b>	<b>\$957,835.00</b>	<b>\$957,835.00</b>

This budget amendment is justified as follows:

To transfer Fund Balance total for the Health Department Title XIX Funds from General Fund to the new Health Department Title XIX Fund. This is the Fund Balance as of June 30, 2012.

This will result in a net increase of \$957,835.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received this fiscal year.

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
<b>General Fund</b>				
100.3991.000	Fund Balance	<u>\$1,748,197.00</u>	<u>\$957,835.00</u>	<u>\$2,706,032.00</u>
	<b>Totals</b>	<b>\$1,748,197.00</b>	<b>\$957,835.00</b>	<b>\$2,706,032.00</b>
<b>Health Department – Title XIX Fund</b>				
110.3519.404	Primary Care – Adult	\$90,000.00	\$(53,008.00)	\$36,992.00
110.3839.000	Miscellaneous Revenue	\$30,000.00	\$(30,000.00)	\$00.00
110.3991.000	Fund Balance	\$874,827.00	\$(874,827.00)	\$00.00
110.3982.100	Transfer from General Fund	<u>\$00.00</u>	<u>\$957,835.00</u>	<u>\$957,835.00</u>
	<b>Totals</b>	<b>\$994,827.00</b>	<b>\$00.00</b>	<b>\$994,827.00</b>

### Nancy Reynolds Elementary School & Community College Projects - Budget Amendment #23

Finance Director Julia Edwards submitted Budget Amendment #23.

To amend the General Fund, the expenditures are to be changed as follows:

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
<b>Nancy Reynolds Sch Project</b>				
400.5914.600	General Contract	\$8,350,644.00	\$(82,917.00)	\$8,267,727.00
400.5914.601	Architect Fees	\$727,051.00	\$(116,659.00)	\$610,392.00
400.5914.970	Contingency	<u>\$48,792.00</u>	<u>\$(48,792.00)</u>	<u>\$00.00</u>
	<b>Subtotal</b>	<b>\$9,126,487.00</b>	<b>\$(248,368.00)</b>	<b>\$8,878,119.00</b>

<b>Community College Project</b>				
400.5916.600	General Contract-Early College	\$1,685,000.00	\$(38,011.00)	\$1,646,989.00
400.5916.601	General Contract-Community College	\$250,000.00	\$412,591.00	\$662,591.00
400.5916.970	Contingency	<u>\$126,212.00</u>	<u>\$(126,212.00)</u>	<u>\$00.00</u>
	<b>Subtotal</b>	<b><u>\$2,061,212.00</u></b>	<b><u>\$248,368.00</u></b>	<b><u>\$2,309,580.00</u></b>
	<b>Totals</b>	<b><u>\$11,187,699.00</u></b>	<b><u>\$00.00</u></b>	<b><u>\$11,187,699.00</u></b>
<b>New Elementary Sch. Project</b>				
400.5915.600	General Contract	\$11,077,890.00	\$(250,000.00)	\$10,827,890.00
400.5915.601	Architect Fees	\$1,860,000.00	\$(255,083.00)	\$1,604,917.00
400.5915.750	Financing Fees	\$62,110.00	\$(5,083.00)	\$67,193.00
<b>Southeastern Stokes Middle School Project</b>				
400.5917.600	General Contract	\$5,167,905.00	\$466,296.00	\$5,634,201.00
400.5917.601	Architect Fees	\$800,000.00	\$00.00	\$800,000.00
400.5917.690	Financing Fees	<u>\$32,095.00</u>	<u>\$2,615.00</u>	<u>\$34,710.00</u>
	<b>Totals</b>	<b><u>\$19,000,000.00</u></b>	<b><u>\$(31,089.00)</u></b>	<b><u>\$18,968,911.00</u></b>

This budget amendment is justified as follows:

To transfer funds from the Nancy Reynolds School Project to the Community College Project from financing proceeds and to appropriate the correct amount from financing of the New Elementary School and Southeastern Stokes Middle School Projects.

This will result in a net decrease of \$31,089.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received this fiscal year.

<b>Account Number</b>	<b>Account Description</b>	<b>Current Budgeted Amount</b>	<b>Increase (Decrease)</b>	<b>As Amended</b>
400.3831.002	Proceeds from Financing	<u>\$30,500,000.00</u>	<u>\$(31,089.00)</u>	<u>\$30,468,911.00</u>
	<b>Totals</b>	<b><u>\$30,500,000.00</u></b>	<b><u>\$(31,089.00)</u></b>	<b><u>\$30,468,911.00</u></b>

Commissioner Walker confirmed with Finance Director Julia Edwards that there was \$248,368 remaining from the Nancy Reynolds Elementary School Project that could be used towards the community college project.

Manager Morris confirmed with Finance Director Edwards that all bills have been paid regarding the Nancy Reynolds Elementary School Project.

## **Social Services Department - Budget Amendment #24**

Finance Director Julia Edwards submitted Budget Amendment #24.

To amend the General Fund, the expenditures are to be changed as follows:

<b>Account Number</b>	<b>Account Description</b>	<b>Current Budgeted Amount</b>	<b>Increase (Decrease)</b>	<b>As Amended</b>
	<b>Social Services</b>			
	Prof. Services-Community			
100.5310.187	Resource Connection	\$3,210.00	\$1,000.00	\$4,210.00
100.5310.189	Prof. Services-SHIIP	\$00.00	\$7,500.00	\$7,500.00
100.5310.511	Equipment Non-Capitalized	<u>\$00.00</u>	<u>\$6,500.00</u>	<u>\$6,500.00</u>
	<b>Totals</b>	<b>\$3,210.00</b>	<b>\$15,000.00</b>	<b>\$18,210.00</b>

This budget amendment is justified as follows:

To appropriate grant funding for the Community Resource Connections for departmental expenditures and to purchase two (2) laptops for program and grant funding from the Senior Health Insurance Information Program (SHIIP) to expand Medicare LIS and MSP enrollments to eligible Medicare beneficiaries. SHIIP Grant will purchase a laptop and other departmental expenditures for the program.

This will result in a net increase of \$15,000.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received this fiscal year.

<b>Account Number</b>	<b>Account Description</b>	<b>Current Budgeted Amount</b>	<b>Increase (Decrease)</b>	<b>As Amended</b>
	<b>General Fund</b>			
	PTRC-Community Resource			
100.3301.378	Connections	\$00.00	\$5,000.00	\$5,000.00
100.3301.366	Department of Insurance	<u>\$5,815.00</u>	<u>\$10,000.00</u>	<u>\$15,815.00</u>
	<b>Totals</b>	<b>\$5,815.00</b>	<b>\$15,000.00</b>	<b>\$20,815.00</b>

## **Organizational Meeting – December 3, 2012**

Clerk Darlene Bullins presented the following schedule for the Board's approval at today's meeting:

- Swearing In Ceremony for newly elected Commissioners – Monday, December 3, 2012 at 9:30 am – Courtroom "B"
- Board of Commissioners' Organizational Meeting – Monday – December 3, 2012 – 10:30 am (Commissioners' Chambers)

**Christmas Luncheon – December 21, 2012**

Clerk Darlene Bullins requested the Board's approval at today's meeting to hold the employee Christmas Luncheon on Friday, December 21, 2012 at 12:00 noon – lower lobby of the Government Center.

**Rural Center Building Reuse & Restoration Grant – Proposed Resolution – DM Squared**

Clerk Darlene Bullins presented the following proposed Resolution for FY 2012-13 Building Reuse & Restoration Grant for DM Squared as requested by the Rural Center for the Board's consideration and approval:

**Building Reuse Grant from NC Rural Center for DM Squared Resolution**

**WHEREAS**, bringing new quality jobs and increasing the tax base is important to the long term financial stability of Stokes County and to the residents of the county; and

**WHEREAS**, DM Squared will be purchasing and renovating a vacant structure located at 157 Industrial Drive in the City of King and moving their operations there; and

**WHEREAS**, it is appropriate that Stokes County support DM Squared in procuring a Building Reuse Grant from the North Carolina Rural Center; and

**WHEREAS**, Stokes County agrees to provide a five-percent (5%) cash match which will be paid from funds currently in the budget of Stokes County Economic Development (match will equal \$4,800 of the \$96,000 grant).

**NOW, THEREFORE, BE IT RESOLVED**, that the Stokes County Board of Commissioners do hereby proclaim their support for this grant and the match required and welcome DM Squared to the county and appreciate the assistance provided by the NC Rural Center in this matter.

Adopted this 13<sup>th</sup> day of November, 2012.

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**Ernest Lankford – Chairman**

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**J. Leon Inman – Vice Chairman**

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**Jimmy Walker – Commissioner**

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**Ronda Jones – Commissioner**

\_\_\_\_\_  
**James D. Booth – Commissioner**

Attest:

\_\_\_\_\_  
**Darlene M. Bullins – Clerk of the Board**

The Board of Commissioners approved the 5% matching funds on August 13, 2012.

**NCDOT – Request to Abandon SR 1632, Victory Hill Church Road from the Secondary Road System**

Clerk Darlene Bullins requested the Board's approval to deny the request from NCDOT to Abandon SR 1632, Victory Hill Church Road from the Secondary Road System which was presented to the Board at the October 22<sup>nd</sup> meeting. The Board unanimously agreed at the October 22<sup>nd</sup> meeting to deny the request due to the road being a thru road in both Stokes and Rockingham Counties.

Commissioner Jones moved to approve the Consent Agenda as presented.

Commissioner Walker seconded and the motion carried (4-0) with Vice Chairman Inman absent.

**GENERAL GOVERNMENT – GOVERNING BODY – INFORMATION AGENDA**

**Update – Manager and Board of Commissioners**

Chairman Lankford opened the floor for updates from the Board and the County Manager.

Manager Rick Morris presented the following:

- Tax Administration and Register of Deeds Departments will be sponsoring a food drive during the holiday season with all food items going to East Stokes and King Outreach Ministries
- Stokes County, Stokes School System, and Forsyth Tech. was awarded a "Farm to School Planning" Grant in the amount of approximately \$50,000 that will help teach local students about fresh foods and provide equipment/training to local farmers about good agricultural practices

Commissioner Jones noted:

- Attended a Tourism Committee Meeting today, group is very active and in the process of getting an advertisement campaign together to bring tourists to Stokes County
- Very productive meeting

Commissioner Booth noted:

- Would like the Board of Commissioners to adopt a resolution honoring Lewis Wood who has participated and served in the Boy Scouts of America for 70+ years



- Would like to put the proposed Resolution on the November 26<sup>th</sup> Consent Agenda and present the resolution to Mr. Wood at the December 10<sup>th</sup> meeting

Chairman Lankford responded:

- Mr. Wood has been a very active leader in the Boy Scouts for many, many years
- Mr. Wood is to be commended for his service to the youth and citizens in Stokes County

The Board had no issues with placing a resolution on the Consent Agenda regarding Mr.

Wood's service to the citizens of Stokes County.

### **Stokes County Aging Report**

Chairman Lankford postponed the Stokes County Aging Report due to Ms. Williams had contacted and informed Senior Citizens Program Director Lynn Martens that she was unable to leave Winston-Salem in time for the scheduled Agenda time.

## **GENERAL GOVERNMENT – GOVERNING BODY – DISCUSSION AGENDA**

### **Tax Administration Report – October 2012**

Tax Administrator Jake Oakley presented the following informational data for the October report:

<b>Fiscal Year 2012-13</b>	<b>Budget Amt</b>	<b>Collected Amt</b>	<b>Over Budget</b>	<b>Under Budget</b>
<b>County Regular &amp; Motor Vehicles</b>	\$(20,861,260.00)	\$12,048,809.86		\$8,812,450.14
<b>New Schools F-Tech Fund</b>	\$1,390,751.00	\$803,735.20		\$587,015.80
<b>Prior Taxes 1994-2011 Tax Years</b>				
County Regular & Motor Vehicles	\$675,000.00	\$439,018.65		\$235,981.35
<b>EMS Collections</b>				
<b>Total Collected</b>				
(10-01-12/10-31-12)	\$11,134.29			
<b>Total Collected</b>				
(07-01-12/06-30-13)	\$54,099.60			
Delinquent accounts received from EMS (none –EMS will have its own report starting by the first of the year)				

<b>Personal Property Discovery Report</b>	<b># of</b>	<b>Total</b>	<b>Taxes</b>
<b>Audit Dates</b>	<b>Accts</b>		<b>Due</b>
10-01-12/10-31-12	99	\$224,352.00	\$3,873.91
07-01-12/06-30-13	1,403	\$10,214,287.00	\$88,915.59

<b>Business Personal Property Discovery Report</b>	<b># of</b>	<b>Total</b>	<b>Taxes</b>
<b>Audit Dates</b>	<b>Accts</b>	<b>Value</b>	<b>Due</b>
10-01-12/10-31-12	0	\$00.00	\$00.00
07-01-12/06-30-13	0	\$00.00	\$00.00

<b>Motor Vehicle Release Report</b>	<b>Accounts</b>	<b>Total Value</b>
<b>Audit Dates</b>		
10-01-12/10-31-12	63	\$2,891.49

<b>Motor Vehicle Refund Report</b>	<b>Accounts</b>	<b>Total Value</b>
<b>Audit Dates</b>		
10-01-12/10-31-12	12	\$569.63
<b>Number billed for October 2012</b>	4807	

<b>Garnishment Totals</b>			
<b>Month</b>	<b>Total Accounts</b>	<b>Original Levy Amt</b>	<b>Collected Amt</b>
10-01-12/10-31-12	158	\$20,591.77	\$26,438.75
<b>F/Year 2011-12</b>			
(7-1-11/6-30-13)	543	\$170,442.26	\$149,164.71

<b>Interstate Collection Report</b>	<b>Collection</b>	<b>Total Collected</b>
October 2012		
Cumulative Total Collected to Date	NC Debt Setoff	<b>\$121,029.20</b>
Cumulative Total Collected (to date)	Motor Vehicles	\$84,884.43
Cumulative Total Collected (to date)	Property Taxes	\$21,900.25
Cumulative Total Collected (to date)	EMS	<u>\$118,228.85</u>
Collected (to date)	All Categories	<b>\$225,013.53</b>

Tax Administrator Oakley noted the department has collected approximately 60% of the budgeted revenue for FY 2012-13 excluding the 2% discount.

### **Monthly Delinquent Tax Collection Report**

Tax Administrator Jake Oakley presented the following Monthly Delinquent Tax Collection Report for October 2012:

<u>County</u>	<u>Real/Personal</u>	<u>Property</u>	<u>October</u>	<u>2012</u>			
Year	Beginning Balance	Releases	Refunds	Debits/ Credits	Writeoffs	Payments	Ending Balance
2011	\$ 443,540.42	\$319.40)			\$ (1.67)	\$ 33,976.73)	\$ 409,242.62
2010	\$ 194,126.19					\$ 12,617.39)	\$ 181,508.80
2009	\$ 110,452.60					\$ (4,985.44)	\$ 105,467.16
2009	\$ 57,019.79				\$ (0.07)	\$ (1,818.42)	\$ 55,201.30
2007	\$ 31,513.38					\$ (917.08)	\$ 30,596.30
2006	\$ 19,716.43					\$ (560.68)	\$ 19,155.75
2005	\$ 14,342.65					\$ (123.65)	\$ 14,219.00
2004	\$ 13,667.02						\$ 13,667.02
2003	\$ 10,054.26						\$ 10,054.26
2002	\$ 8,109.72						\$ 8,109.72
2001	\$ 5,813.62						\$ 5,813.62
2000	\$ 7,575.94					\$ (0.87)	\$ 7,575.07
1999	\$ 7,967.72						\$ 7,967.72
1998	\$ 590.06						\$ 590.06

<u>County</u>	<u>Motor</u>	<u>Vehicles</u>	<u>October</u>	<u>2012</u>			
Year	Beginning Balance	Releases	Refunds	Debits/ Credits	Writeoffs	Payments	Ending Balance
2011	\$ 133,328.81	\$(493.62)	\$240.79	\$75.58	\$ (7.26)	\$(20,459.07)	\$ 112,685.23
2010	\$ 3,813.00	\$ (29.42)		\$ 6.12		\$ (989.92)	\$ 36,999.78
2009	\$ 25,201.35	\$ (14.04)		\$ 2.52		\$ (234.25)	\$ 24,955.58
2009	\$ 24,069.44					\$ (418.09)	\$ 23,651.35
2007	\$ 19,207.05				\$ (0.03)	\$ (83.50)	\$ 19,123.52
2006	\$ 13,629.21					\$ (71.86)	\$ 13,557.35
2005	\$ 16,591.24				\$ (0.05)	\$ (119.70)	\$ 16,471.49
2004	\$ 14,657.22					\$ (65.36)	\$ 14,591.86
2003	\$ 14,578.12				\$ (1.06)	\$ (82.89)	\$ 14,494.17
2002	\$ 17,937.37				\$ (0.17)	\$ (614.66)	\$ 17,322.54
2001	\$ 14,889.71					\$ (14.65)	\$ 14,875.06
2000	\$ 18,692.12						\$ 18,692.12
1999	\$ 16,485.26						\$ 16,485.26
1998	\$ 16,540.23						\$ 16,540.23

<u>New</u>	<u>Schools</u>	<u>Forsyth</u>	<u>Tech</u>	<u>Fund</u>	<u>October</u>	<u>2012</u>	
Year	Beginning Balance	Releases	Refunds	Debits/ Credits	Writeoffs	Payments	Ending Balance
2011	\$ 36,280.61	\$(27.24)	\$12.53	\$ .04	\$ (.56)	\$(3490.94)	\$ 32,779.44

Tax Administrator Oakley noted:

- This is a new report that will be provided to the BOCC each month
- This report will allow the BOCC to see the balance of delinquent accounts for each calendar year along with any activity such as payments, releases, writeoffs, etc.

The Board discussed the new report with Tax Administrator Oakley.

Chairman Lankford, on behalf of the Board, expressed appreciation to Tax Administrator Oakley for the new Delinquent Tax Collection Report which would be very beneficial for the Board.

**Releases less than \$100 – Real and Personal Property**

Tax Administrator Jake Oakley presented the following Releases less than \$100 – Real and Personal Property for the Board's review:

**Releases less than  
\$100 - Real/Personal  
Property**

**October 2012**

<b>Name</b>	<b>Bill Number</b>	<b>Amount</b>
Marty Fulk	12A25453.01.1	<b>\$13.88</b>
Marty Fulk	11A25453.01	<b><u>\$16.87</u></b>
	<b>Total Amount</b>	<b>\$30.75</b>

**Releases more than \$100 – Real and Personal Property**

Tax Administrator Jake Oakley presented the following Releases more than \$100 – Real and Personal Property for the Board's consideration at the November 26<sup>th</sup> meeting:

**Releases more than  
\$100 - Real/Personal  
Property**

**October 2012**

<b>Name</b>	<b>Bill Number</b>	<b>Amount</b>	<b>Reason</b>
June G Bullins	12A695504924558	<b>\$393.99</b>	Late Eld Ap -Approved by BOCC
Jeffery/Julie Coleman	12A607000867224	<b>\$176.25</b>	Late Dis Ap -Approved by BOCC
Carolyn L Landreth	12A599216946993	<b>\$681.20</b>	Late Eld Ap -Approved by BOCC
Helen S Wiles	12A690105095569	<b>\$634.40</b>	Late Eld Ap -Approved by BOCC
Doris V Sams	12A690302866707	<b>\$305.27</b>	Late Eld Ap -Approved by BOCC

First Baptist Church	12A696206377884	\$1,004.64	Late Exemp Ap-Approved by BOCC
	12A696206378855	<u>\$104.00</u>	Late Exemp Ap-Approved by BOCC
	<b>Total Amount</b>	<b>\$3,299.75</b>	

Tax Administrator Oakley requested the Real and Personal Releases more than \$100 be placed on the November 26<sup>th</sup> Consent Agent.

### **Refunds more than \$100 – Real and Personal Property**

Tax Administrator Jake Oakley presented the following Refunds more than \$100 – Real and Personal Property for the Board's consideration at the November 26<sup>th</sup> meeting:

#### **Refunds more than \$100 - Real/Personal Property**

**October 2012**

<b>Name</b>	<b>Bill Number</b>	<b>Amount</b>	<b>Reason</b>
Billy S Flinchum	12A696310356938	\$872.56	Late Eld Ap -Approved by BOCC
Roy & Wilma Flinchum	12A693704741322	\$268.61	Late Eld Ap -Approved by BOCC
Mary Carter	12A597204707794	<u>\$279.89</u>	Late Eld Ap -Approved by BOCC
	<b>Total Amount</b>	<b>\$1,421.06</b>	

Tax Administrator Oakley requested the Real and Personal Refunds more than \$100 be placed on the November 26<sup>th</sup> Consent Agent.

### **Late Application for Elderly and Disabled Exemption for 2012**

Tax Administrator Jake Oakley presented the following Late Application for Elderly and Disabled Exemption for 2012 for the Board's consideration at the November 26<sup>th</sup> meeting:

#### **Late Application for Elderly and Disabled Exemption for 2012**

**October 2012**

<b>Name</b>	<b>Parcel Number</b>	<b>Address</b>	<b>Description</b>	<b>Tax Value</b>
William Glenn Bracken	5992-11-66-9872	116 Crickett Road King, NC	Land/dwelling	\$26,297

Tax Administrator Oakley requested the Late Application for Elderly and Disabled Exemption for 2012 be placed on the November 26<sup>th</sup> Consent Agenda.

### **Proposed Regulations for the Drop Box Payments**

Tax Administrator Jake Oakley presented the following Proposed Regulations for Drop Box Payments for the Board's consideration at the November 26<sup>th</sup> meeting:

- Drop box for after hours payment and correspondence is now permanently in place
- Will allow citizens to securely deposit payments of their tax bills at the Government Center on weekends, at night, and at any other times when the County offices are not open
- This could eliminate a taxpayer from having to pay interest if someone forgot to mail the payment
- Payments will be retrieved from the drop box by a Tax Collection's employee early each day that the Government Center is open for business
- Notification of the availability of this alternative method of tax bill payment will be published in the Stokes News and listed on the County's website in the near future
- Requesting the Board's approval to treat payments deposited in the drop box in the same manner as an envelope post marked by the US Postal Service
- An US Postal Service postmark is the official date of receipt of mail per NCGS 105-360(d)
- This designation is critical in regards to the accumulation of interest on past due accounts and to the allowance of the 2% discount on annual bills near the end of the discount period each year
- For example, if a check payment against a motor vehicle bill due on October 31<sup>st</sup> is obtained from the drop box early on the morning of November 1<sup>st</sup>, the tax office would treat this bill as being paid on October 31<sup>st</sup> since it could have been placed in the drop box between 5:00 pm and 11:59 pm on October 31<sup>st</sup>
- NC Department of Revenue agrees with our request presented as long as the proper office procedures are documented, correspondence/payments are date stamped and procedures are well documented in an operating manual
- Hope to have everything in place to start using the drop box by mid December
- Reiterated that an advertisement will be placed in the Stokes News and on the Website to let the citizens know about the new service

Tax Administrator Oakley requested the proposed Regulations for Drop Box Payments be placed on the November 26<sup>th</sup> Consent Agenda.

Commissioner Walker commended Tax Administrator Oakley for using a "user friendly" approach.

The Board had no issues with the proposed Drop Box Regulations and commended Administrator Oakley for the idea.

Chairman Lankford directed the Clerk to place the following on the November 26<sup>th</sup>

Consent Agenda:

- Releases more than \$100 – Real and Personal Property
- Refunds more than \$100 – Real and Personal Property
- Late Application for Elderly and Disabled Exemption for 2012
- Proposed Regulations for Drop Box Payments

**The Dan Center for the Arts – Update**

Director for the Arts and Cultural Services Eddy McGee presented the following update regarding the former Art Market facility – “The Dan Center for the Arts”:

- This is not a public announcement, but only a brief update
- Want to make a big splash a couple of months down the road
- As you know, the Arts Council entered into an agreement with the County to expand and renovate the former Dan River Art Market which is adjacent to the Arts Council Gallery
- Currently in the major funding campaign for the renovation/expansion project
- New facility will include:
  - Retail art market
  - Promotion of local agricultural products and sales
  - Performance stage
  - Instructional classroom
  - Additional office space
  - Space for artists
  - Much needed storage area
  - Will be renovating and expanding three floors
- Will have a passageway to the art gallery
- Will be a very expensive project
- Project is coming along very well
- Project will do great things for Stokes County, the Cultural Arts, Heritage, Tourism, and Economic Development
- Have been working very close with Economic Development Director Alan Wood on this project
- Appalachian Regional Commission (ARC) has awarded \$300,000 towards the project
- Would appreciate the Board approving the proposed Legal Services Agreement that Manager Morris will be presenting today if possible

**Appalachian Regional Commissioner – Proposed Legal Services Agreement – ARC Grant**

Manager Morris presented the following information regarding a proposed Legal Services Agreement:

- Proposed Legal Services Agreement must be approved by the owners of the facility which is Stokes County
- Agreement is verifying that Stokes County owns the property and it is leased to the Arts Council
- Would request to place the item on today's Action Agenda in order to secure the grant funding

Commissioner Walker commended Directors McGee and Wood for all the hard work and dedication put into this project.

Director McGee noted that the new facility could be up and running in about a year if all goes well.

Vice Chairman Inman also commended Directors McGee and Wood and noted this project could be the "gateway" to Stokes County's tourism program which is a mission that the Economic Development Commission has had for tourism in Stokes County.

Commissioner Jones noted this project, along with the Meadows Project and others, is going to change Stokes County within the next five years. Commissioner Jones also noted that she is very excited about the project.

The Board had no issues placing the item on today's Action Agenda to not jeopardize the \$300,000 Grant.

Chairman Lankford, with full consensus of the Board, directed the Clerk to place the item on today's Action Agenda.

### **Stokes County Aging Report**

Senior Services Program Director Lynn Martens, Secretary of the Stokes County Aging Planning Committee, noted the following:

- Main purpose of the Aging Planning Committee is to serve as a voice for the people who live in Stokes County who are age 60 and older, their caregivers, and individuals with disabilities
- The Aging Planning Committee's goal is to ensure a senior, friendly community, an environment which is helpful to folks as they age in Stokes County



- The Aging Planning Committee achieves these objections through planning, advocacy, awareness, and the responsible allocation of federal and state dollars administered to Stokes County thru the Home Community Care Block Grant
- Appreciate the continued support from the Board of Commissioners
- Appreciate the Community Advisory Committee that ensures the rights of residents in long term care facilities
- Introduced Charlotte Williams, PTRC Area Agency on Aging Program Planner

Aging Program Planner Charlotte Williams, PTRC Area Agency on Aging, presented the following information regarding the Stokes County Aging Report:

- Recognized Assistant Director Blair Barton Percival and Lead Long Term Ombudsman JoAnn Fredricksen who were also in attendance for the presentation
- Expressed appreciate to the Board for the opportunity to speak today
- Area Agency On Aging (AAA) is a division of the Piedmont Triad Regional Council which serves the following 12 counties
  - Alamance
  - Caswell
  - Davidson
  - Davie
  - Forsyth
  - Guilford
  - Montgomery
  - Randolph
  - Rockingham
  - Stokes
  - Surry
  - Yadkin
- Responsible for the development of a comprehensive, delivery system of programs and services to address the needs of older adults and their caregivers/families
- Two main programs include:
  - Home & Community Care Block Grant (HCCBG)
  - Family Caregiver Support Program (FCSP)
- The Area Plan on Aging Report 2012-2016 will:
  - Fulfill requirements of the Older Americans Act – MANDATE
    - Four-year strategic plan is developed to address the needs of the aging and their caregivers for the region
  - Critical for comprehensive service system – ROADMAP
  - Senior friendly communities are also Child Friendly - BENEFIT
  - Driven by input from local community – SURVEY
    - Need everyone's input to look at our strengths, challenges, and to identify how to best serve the older adults and caregivers in this 12-county region
- Area Plan Survey
  - Survey is delivered throughout the county at health fairs, work fairs, etc.
  - Online survey- [www.ptrc.org](http://www.ptrc.org)

- Will be bringing the Workforce Development's Mobile Computer Lab to Stokes County in the very near future
  - Information obtained from the survey helps to meet the present needs along with planning for the next four years
- The group of people born between 1946 and 1964, known as the "Baby Boomers", began to reach 65 in 2008
- It is estimated that everyday 10,000 "boomers" turn age 65
- As this unique population segment moves through its senior years, the existing infrastructure of health care and other vital resources needed for their support will be stretched to capacity and beyond
- Demographic Report Overview of the Aging Population and Individuals with Disabilities was prepared by the PTRC Aging and Planning Departments
- Population Growth 1990-2030
  - 1990= 37,223
  - 2000= 44,711
  - 2010= 47,401
  - 2020= 48,896
  - 2030= 49,731
  - From 1990 to 2000, the county experienced a double-digit growth surge of 20%, increasing by 7,488 people
  - Growth then began to slow
  - Between 2000 and 2010, the population of the county increased by only 2,690 people
  - Demographers are not projecting declining population in Stokes for the next 20 years, but growth is projected to be minimal for the total population
  - From 2010 to 2020, a 3% increase is projected
  - From 2020 to 2030, an increase of 1.7% is projected
- Stokes Population Proportions
  - Stokes County will experience a 51% growth in the aging population in the next twenty years, ranking 6<sup>th</sup> of the twelve counties in the Piedmont Triad Region (six of the twelve counties in region are projected for a growth rate greater than 50% in the age 60+ population group)
- 60+ Population Segments
  - In Stokes County, from 2010 to 2030, the 60+ age group is projected to increase 51%, from about 10,715 to nearly 16,284 individuals
  - Baby Boomers will cause a spike in the age groups as they advance through their retirement years
  - From 2010 to 2030
    - Individuals age 60-64 will increase 13%
    - People age 65-74 will grow 56%
    - Those age 75-84 will grow 91%
    - Very frail elderly age 85+ will grow 72%
- Population Density Age 60+
  - 59.8% of older adults in Stokes County live in rural areas
  - In 2010, older adults (60 years of age and over) accounted for 23% of the total population of Stokes County

- Less expensive to keep an older adult at home than placement in a facility
  - Better physically, emotionally, mentally, socially, etc.
- Challenges for aging in place
  - Transportation
    - In Stokes County, an estimated 424 households with an individual 65 years of age and over (9.0%) do not have access to a vehicle
  - Nutrition & Food Insecurity
    - In a study released in 2011, AARP published national rankings for food insecurity
    - North Carolina ranked in the top ten states for the number of citizens age 60 and older who experience food insecurity, standing at #9
    - Individuals often experience not having enough to eat; often they must prioritize payment for rent, medical care, prescriptions, or utility bills from the money they would normally use for food
    - Seniors often go without food in order to meet other vital living expenses
    - A conservative estimate of 1,649 individuals age 60 and older experience food insecurity in the county on a regular basis
    - There may be as many as 544 senior citizens who face food insecurity but do not qualify for federal food assistance
  - Poverty
    - 10.3% of older adults (60 years of age and over) live below the poverty level which for a household of one is \$11,170
  - Disabilities
    - In Stokes County, 3,670 (12.5%) adults ages 18-64 have a disability and 1,980 (28.6%) older adults age 65+ have a disability
  - Grandparents raising grandchildren
    - Of the older adults (60 years of age and over) in Stokes County, 1.5% (or 158 older adults) are grandparents responsible for grandchildren (8.2% are in a minority group)
- Creativity will be needed to meet the needs of the older adults in the years to come
- Would like to thank the service providers who provide excellent service to our older population with at times limited resources
- Need to network with local churches, school systems, citizens, clubs, etc.
- Need to make sure Stokes County citizens are aware of the needs of the older population in Stokes County
- Would like for everyone to complete a survey
- Appreciate the time given today to present the information

Chairman Lankford opened the floor for comments.

Commissioner Walker commented:

- Appreciate the report provided to the Board today
- Have and will continue to focus on the older population in Stokes County as well as the youth

- Confirmed with Ms. Williams the challenges discussed are challenges facing the older population in Stokes County
  - Ms. Williams responded that sites need to be senior friendly and kept cool in the summer and warm in the winter
- Need to pay close attention to recreational needs not only for the youth, but for the elderly population

Vice Chairman Inman commented:

- Excellent report with statistical information that everyone needs to be aware of
- Questioned Ms. Williams what can Stokes County do other than support our senior programs, meal programs, participate in the survey, etc?
  - Ms. Williams responded:
    - Continue to advocate and use your platform and influence with legislature, senators, congressman to lobby for older adults' needs

Commissioner Jones commented:

- Very informative report
- Must realize this is not just Stokes County
- Great job
- Agree that more people must be involved
- Must be creative

Chairman Lankford commented:

- Feels Stokes County has three of the best senior centers in North Carolina under the leadership of Senior Services Director Lynn Martens who is doing a great job
- Support the work being done by the PTRC Area on Aging
- Very concerned about the seniors in Stokes County
- Appreciate the information provided to the Board and those in attendance for the presentation

### **Health Department – External Posting**

County Manager Rick Morris presented the following request from Health Director Scott

Lenhart:

- Request to advertise a vacant Social Worker II position external
- Social Worker recently resigned
- No internal qualified candidates
- Currently only have two employees who are currently exceeding their caseloads and individual services are being delayed in the Pregnancy Care Management Program and Community Caring for Children Programs
- Request the item be moved to today's Action Agenda
- Support Director Lenhart's request to advertise externally and move the item to today's Action Agenda

Vice Chairman Inman suggested placing both the Health Department and Social Services

requests to post externally on today's Action Agenda.

The Board had no issues with placing both requests on today's Action Agenda.

Chairman Lankford, with full consensus of the Board, directed the Clerk to place both requests on today's Action Agenda.

### **Social Services – External Posting**

County Manager Rick Morris provided the following request from DSS Director Kristy

Preston:

- Request to advertise a vacant Processing Assistant III position external
- Recently posted internal and only had one applicant who subsequently withdrew their application
- Position is very important to the department providing clerical support to the agency's employees
- Would suggest moving to today's Action Agenda since the Health Department's request to advertise externally has been moved; would save advertising costs
- Support Director Preston's request to advertise externally and moving the item to today's Action Agenda

Chairman Lankford noted it was the consensus of the Board to place the item on today's Action Agenda with the Health Department request.

### **Health Department Expansion Project – Architectural Services**

County Manager Rick Morris noted the County had been notified the following:

- In accordance with NCGS 143.64.31, request for statement of qualifications was sent out to eleven (11) architectural firms located in Winston Salem, Greensboro, and High Point
- Statement of qualifications were received from the following firms:
  - Peterson/Gordon Architects – Winston Salem
  - Robbins Architecture – High Point
  - Efrid Sutphin Pearce & Associates – Greensboro
  - Walter Robbs Callahan & Pierce Architects – Winston Salem
  - Edwin Bouldin Architect – Winston Salem
  - J Hyatt Hammond Associates – Greensboro
  - PDI Architecture – Pendleton, South Carolina
- Recommend the county interview the following five (5) firms for this project (Recommendation is based on their qualification statements plus time for the project design completion, and proposed bid opening dates):

- Peterson/Gordon Architects – Winston Salem
- Robbins Architecture – High Point
- Efrid Sutphin Pearce & Associates – Greensboro
- Walter Robbs Callahan & Pierce Architects – Winston Salem
- Edwin Bouldin Architect – Winston Salem
- At this point, the County has the following two (2) options that can be utilized in selecting an architect for the project:
  - Option One: Selection based on qualifications “only”
    - Per the Board’s approval, the county can proceed with selecting an architectural firm for this project as outlined in NCGS 143.64.31 based on qualifications only and negotiate a contract for these services at a fair and reasonable fee with the best qualified firm
  - Option Two: Qualifications plus cost
    - If the Board would like to add fee pricing as a selection criteria, then the Board must approve the proposed Resolution below per NCGS 143.64.32.
- Request if the Board approves Option Two, the proposed resolution be moved to today’s Action Agenda
- Medicaid Title XIX Funding has been allocated in the Fiscal Year 2012-13 Budget for the project

## **Resolution**

### **RESOLUTION**

#### **EXEMPTION FROM NCGS 143.64.31 PROVISIONS FOR ARCHITECTURAL SERVICES**

**WHEREAS**, Stokes County has solicited qualification statements from Architectural firms pertaining to the expansion of the Stokes County Health Department per NCGS 143.64.31; and

**WHEREAS**, Stokes County believes that it is in the best interest of the County to exempt this project from NCGS 143.64.31 and request that prices be given by selected firms; and

**WHEREAS**, cost and qualification statements will be used in the selection criteria and the County does not believe that exempting itself from GS 143.64.31 will have a negative impact on this project, health, safety, or welfare of its citizens;

**NOW THEREFORE, BE IT RESOLVED THAT** Stokes County be exempt from the provisions of NCGS 143.64.31 per NCGS 143-64.32 with the regard to the selection of an Architectural firm for the Health Department expansion project.

Adopted this the \_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Ernest Lankford - Chairman

\_\_\_\_\_  
J. Leon Inman – Vice Chairman

\_\_\_\_\_  
Jimmy Walker - Commissioner

\_\_\_\_\_  
James Booth – Commissioner

\_\_\_\_\_  
Ronda Jones - Commissioner

Attest \_\_\_\_\_

\_\_\_\_\_  
Darlene Bullins  
Clerk to the Board

The Board had no issues with Manager Morris' recommendation of Option Two and moving the proposed Resolution to today's Action Agenda.

Chairman Lankford, with full consensus of the Board, directed the Clerk to place the item on today's Action Agenda.

**Ten-Year Solid Waste Management Plan Approval – Proposed Resolution – Scheduling of Public Hearing**

Manager Rick Morris presented the following request from Public Works Director Mark Delehant:

- As required by NCDENR Solid Waste Division, the "July 2012-July 2022 Stokes County Ten-Year Solid Waste Management Plan (which must be updated every 3 years) is ready for the Board's review and approval
- Input, remarks, and approval have been obtained from the City of King, Town of Walnut Cove, and Town of Danbury
- Would request the Board schedule a Public Hearing, as required by statute, for comments and review by the citizens of Stokes County
- The Solid Waste Plan has been updated and reflects an increase in percentages for recyclables; the only change from 2009-2019 plan which was approved by the Board of Commissioners on October 12, 2009
- The Ten-Year Plan is approximately 150+ pages and is available for inspection upon request in Director Delehant's office
- Primary goal of the Stokes County Ten-Year Solid Waste Management Plan is to maintain compliance with NCDENR Solid Waste Division and NC General Statute 130A-309.09A (b) which requires each unit of local government to develop a 10-year Comprehensive Solid Waste Management Plan
- Director Delehant's firm belief is that this goal will be accomplished through the adoption and implementation of the plan
- Request a Public Hearing be scheduled for the December 10<sup>th</sup> meeting
- Resolution would need to be adopted at the December 10<sup>th</sup> meeting if there are no issues brought to the Board's attention
- Must be to NCDENR by December 31, 2012

**Resolution**

**STOKES COUNTY  
RESOLUTION TO APPROVE THE STOKES COUNTY  
TEN-YEAR SOLID WASTE MANAGEMENT PLAN**

**WHEREAS**, better planning for solid waste will help protect public health and the environment, provide for an improved solid waste management system, better utilize our natural resources, control the cost of solid waste management; and,

**WHEREAS**, NC General Statute 130A-309.09A (b) requires each unit of local government, either individually or in cooperation with other units of local government, to develop a 10-year comprehensive solid waste management plan; and,

**WHEREAS**, Stokes County was adequately represented on the Stokes County Solid Waste Management Plan Advisory Board and the Board has been actively involved in the planning process.

**NOW, THEREFORE, BE IT RESOLVED** that the County Commissioners of Stokes County hereby approved the Stokes County Ten Year Solid Waste Management Plan.

**ADOPTED** by the Board of Commissioners during regular session on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**Ernest Lankford - Chairman**

\_\_\_\_\_  
**J. Leon Inman - Vice Chairman**

\_\_\_\_\_  
**Jimmy Walker - Commissioner**

\_\_\_\_\_  
**Ronda Jones - Commissioner**

Attest:

\_\_\_\_\_  
**James D. Booth - Commissioner**

\_\_\_\_\_  
**Darlene M. Bullins - Clerk to the Board**

The Board had no issues with scheduling a Public Hearing for the December 10<sup>th</sup> meeting and placing the resolution the December 10<sup>th</sup> Action Agenda.

Chairman Lankford directed the Clerk to schedule a Public Hearing for the December 10<sup>th</sup> meeting and place the proposed resolution on the December 10<sup>th</sup> Action Agenda.

**Cellco Partnership D/B/A Verizon Wireless – Second Amendment to Tower Lease Agreement**

County Manager Rick Morris presented the following information regarding the Second Amendment to the Tower Lease Agreement with Cellco Partnership D/B/A Verizon Wireless:

- In the Tower Lease Agreement with Cellco Partnership, it states in (premises) the following:



- Lessor hereby grants permission to Lessee to install, maintain, and operated the radio communications equipment, antennas, and appurtenances described in Exhibit C and later in Exhibit C-1
- In Exhibit C-1, it describes six (6) Antel LPA-80080-8CF antennas @196 ft orientation 60degrees/180 degrees/300 degrees
- In your initial email, you showed a final configuration of nine (9) antennas and 12 coax lines
- Agreed by the County Attorney and County Manager, that simple modification to the Tower Lease Agreement would allow three (3) additional antennas and six (6) coax lines as requested
- This would be the easiest way to rectify this issue
- Second Amendment to the Tower Lease Agreement document was prepared by Kelli H Graham, Esquire; Attorney with Pennington Law Firm, LLC who represents Cellco Partnership D/B/A Verizon Wireless' interest in the tower
- Modification to the lease agreement will allow Cellco Partnership – D/B/A Verizon Wireless to add three (3) additional antennas and six (6) coax lines to the reserved space an adhere to the language of the contract
- Equipment is need to make improvements to the Verizon Network
- Request to move the item to today's Action Agenda in order to allow Verizon to install the equipment

The Board had no issues with the proposed second amendment to the agreement and placing the item on today's Action Agenda.

Chairman Lankford, with full consensus of the Board, directed the Clerk to place the item on today's Action Agenda.

**Pioneer Health Services of Stokes County, Inc. – Proposed Landlord Certificate and Agreement**

County Manager Rick Morris presented the following proposed Landlord Certificate and Agreement discussed today at the Stokes Reynolds Memorial Hospital, Inc. Board of Trustees'

Meeting:

**LANDLORD CERTIFICATE AND AGREEMENT**

Capital One, National Association  
Commercial & Specialty Finance  
4445 Willard Avenue  
6th Floor  
Chevy Chase, MD 20815  
Attention: Nathan Brenneman

Re: Reference is made to that certain Credit Agreement, dated August 7, 2012 (as amended, restated, modified, supplemented, extended, renewed or replaced from time to time, the "Credit Agreement," the terms defined therein being used herein as therein defined), among Pioneer Health Services of Monroe County, Inc., Pioneer Health Services of Choctaw County, LLC, Pioneer Health Services of Early County, LLC, Pioneer Health Services of Patrick County, Inc., Pioneer Health Services of Newton County, LLC, and Pioneer Health Services of Stokes County, Inc. (each of the foregoing a "Borrower" and, collectively, the "Borrowers"), the other Credit Parties party thereto and Lender.

***Ladies and Gentlemen:***

The undersigned ("***Landlord***") understands that **PIONEER HEALTH SERVICES OF STOKES COUNTY, INC** ("***Borrower***"), other parties signatory thereto and **CAPITAL ONE, NATIONAL ASSOCIATION** (together with its successors and assigns, "***Lender***") have entered into a certain Credit Agreement (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "***Credit Agreement***") pursuant to which Lender shall make loans, advances and other extensions of credit to Borrower. The obligations under the Credit Agreement will be secured by, among other things, the inventory and equipment of Borrower (the "***Collateral***"). We understand that all or a portion of the Collateral may, from time to time, be located on and affixed to the premises at **1570 NC 8 & Hwy 89 North, Danbury, Stokes County, North Carolina** (the "***Premises***") which Borrower leases from Landlord under a lease dated **July 1, 2011** (the "***Lease***"). We understand that it is a condition to Lender entering into the Credit Agreement with Borrower that we execute and deliver to you this certificate and agreement (this "***Agreement***") under which we certify and agree as follows:

Landlord is the current owner of the Premises, and Borrower is the current tenant of the Premises under the Lease.

The Lease, a copy of which is attached together with all amendments, supplements and modifications, is in full force and effect.

There are no other representations, warranties, agreements, commitments or understandings between Landlord and Borrower regarding the Premises other than as set forth in the Lease or in the amendments, supplements and modifications referred to in Paragraph 2 above.

Borrower has taken possession of and is occupying the Premises.

The Collateral shall be and remain personal property notwithstanding the manner of any annexation of any Collateral to the Premises, its adaptability to the uses and purposes for which the Premises are used, or the intention of Borrower in making any such annexation.

There are no defaults on the part of Landlord or, to the best of Landlord's knowledge, Borrower under the Lease.

As to the date hereof, Borrower has paid all rent and other charges and amounts due to Landlord under the Lease or with respect to the Premises.

Landlord presently has no charge, lien, claim, defense, setoff or counterclaim against Borrower or against the performance of Landlord's obligations under the Lease.

Until such time as the obligations of Borrower to Lender are paid in full and the obligation of Lender to make loans, advances and other extensions of credit to Borrower is terminated, Landlord disclaims any interest in the Collateral, and agrees not to distraint or levy upon any of the Collateral or to

assert any claim against the Collateral for any reason. To the extent Landlord is deemed to be in possession of any Collateral, it shall be deemed to hold such Collateral for the benefit of Lender.

Landlord shall grant Lender and its auditors and other designees or representatives access to the Premises at any time to assemble, appraise, display, sever, remove, maintain, prepare for sale or lease, advertise, inspect, repair, lease, transfer, or sell (at public auction or private sale) any or all of the Collateral located at the Premises, in each case without liability of Lender to Landlord.

Landlord shall not interfere with any sale of the Collateral, by public auction or otherwise, conducted by or on behalf of Lender at the Premises.

If Borrower defaults in its obligations under the Lease or Landlord desires or elects to terminate the Lease for any reason, including a default by Borrower under the Lease, Landlord will notify Lender in writing thereof at the time it so notifies Borrower, and in any event before terminating the Lease and retaking possession of the Premises. Lender shall have the right (but not the obligation), and Landlord will permit Lender the same opportunity, to cure or cause to be cured each such default as is granted Borrower under the Lease; provided, however, that Lender shall have the right for at least thirty (30) days following receipt of such notice to cure such default. If Lender has not cured each such default, Landlord will nevertheless permit Lender to remain on the Premises for a period of ninety (90) days following receipt by Lender of written notice from Landlord that Landlord has terminated the Lease and is directing removal of the Collateral, subject, however, to the payment to Landlord by Lender of the base rent and other monetary amounts due under the Lease for the period of occupancy by Lender, pro-rated on a per-diem basis determined on a thirty-day month. Lender's right to occupy the Premises under the preceding sentence shall be extended for any period Lender is prohibited from selling the Collateral due to the imposition of any automatic stay or similar injunction upon the filing of any bankruptcy or other insolvency proceedings by or against Borrower. Lender shall not assume or be liable for any unperformed or unpaid obligations of Borrower under the Lease for the period prior to the date that Lender takes possession of the Premises.

Notwithstanding anything in this Agreement to the contrary, (i) Lender shall not be deemed to have assumed any other obligations or liabilities of Borrower under the Lease by electing to occupy or enter the Premises as provided above, (ii) Lender shall have no duty or obligation to remove or dispose of all or any part of the Collateral left on the Premises by Borrower and (iii) Lender shall have no responsibility or liability for any act or omission of Borrower under or in respect of this Agreement or the transactions or matters contemplated hereby.

All notices and requests required or permitted under this Agreement (a "Notice") shall be given in writing and shall be effective for all purposes if either hand delivered with receipt acknowledged, or by a nationally recognized overnight delivery service (such as Federal Express), or by certified or registered United States mail, return receipt requested, postage prepaid, in each case addressed as follows (or to such other address or Person as a party shall designate from time to time by notice to the other party):

(a) If to Lender: Capital One, National Association, Commercial & Specialty Finance,  
4445 Willard Avenue, 6<sup>th</sup> Floor, Chevy Chase, MD 20815 Attn: Nathan Brenneman  
([nathan.brenneman@capitalone.com](mailto:nathan.brenneman@capitalone.com)) (Facsimile: 301-280-0299),

(b) with a copy to: McGuireWoods LLP, 1230 Peachtree Street, N.E., Suite 2100, Atlanta,  
GA 30309-3534, Attention: M. Arthur Gambill, Esq., Facsimile: 404-443-5691;

If to Landlord: Stokes County Board of Commissioners  
*Stokes-Reynolds Memorial Hospital, Inc.*  
*Attn: Hospital Lessor*  
*Street – Administration Bldg.*

*1014 Main*  
*Danbury, NC 27016*

A Notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or the first attempted delivery on a Business Day; in the case of overnight delivery, upon the first attempted delivery on a Business Day.

THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA.

[SIGNATURE PAGE FOLLOWS]

(Signature Page to Landlord Agreement)

Very truly yours,

STOKES COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

Name: **Ernest Lankford**

Title: **Chairman**

STOKES-REYNOLDS MEMORIAL HOSPITAL,  
INC.

By: \_\_\_\_\_

Name: **Jimmy Walker**

Title: **Chairman - Board of Trustees**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ss.

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted and who, upon oath, acknowledged himself or herself to be the \_\_\_\_\_ of \_\_\_\_\_, the within named Landlord, a \_\_\_\_\_, and that he or she as such a \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the said \_\_\_\_\_ by himself or herself as such \_\_\_\_\_.

WITNESS my hand and Official Seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
*Notary Public*

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ss.

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted and who, upon oath, acknowledged himself or herself to be the \_\_\_\_\_ of \_\_\_\_\_, the within named Landlord, a \_\_\_\_\_, and that he or she as such a \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the said \_\_\_\_\_ by himself or herself as such \_\_\_\_\_.

WITNESS my hand and Official Seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

County Manager Morris noted the following:

- Landlord Certificate and Agreement is being required by one of the lending institutions that Pioneer Community Hospital, Inc. deals with
- Discussed and approved at the Stokes Reynolds Memorial Hospital, Inc – Board of Trustees’ meeting held today prior to the Board of Commissioners meeting
- Request to place the item on today’s Action Agenda – lending institution is waiting for the executed document

The Board had no issues with the agreement previously discussed at the Board of Trustees’ meeting today and no issues placing the item on today’s Action Agenda.

Chairman Lankford, with full consensus of the Board, directed the Clerk to place the item on today’s Action Agenda.

**Pioneer Health Services of Stokes County, Inc. – Payment for the Value of Inventory by Lessee**

County Manager Rick Morris presented the following request which was discussed at today’s Stokes-Reynolds Memorial Hospital, Inc. - Board of Trustees’ meeting:

- Pioneer Health Services of Stokes, Inc. requests to set up payment arrangements in the amount of \$25,000 per month for the payment of the value of inventory of \$133,826.61 which is due from the Lessee
- Recommend setting up payment arrangements as requested by Pioneer Health Services of Stokes, Inc.
- Request to move to today’s Action Agenda

The Board had no issues with the agreement previously discussed at the Board of Trustees' meeting today and no issues placing the item on today's Action Agenda.

Chairman Lankford, with full consensus of the Board, directed the Clerk to place the item on today's Action Agenda.

**Proposed Resolution – Restoring Transitional Hold Harmless Reimbursement Funds**

Chairman Lankford presented the proposed Resolution which was added to today's Discussion Agenda:

**RESOLUTION IN SUPPORT OF RESTORING “TRANSITIONAL HOLD HARMLESS” REIMBURSEMENT FUNDS**

**WHEREAS**, in 2002 the General Assembly authorized an additional local option sales tax, and repealed existing reimbursements to local governments resulting from earlier repeal of the inventory tax base of local governments; and

**WHEREAS**, as part of the 2002 repeal of reimbursements, 122 municipalities and 17 counties which had negative budget impacts from the combined repeal of reimbursements and new sales tax have received transitional hold harmless payments for ten years; and

**WHEREAS**, the growth in sales tax over the ten-year period of reimbursements is less than projected, resulting in continuing losses to local governments receiving “transitional hold harmless” payments unless the ten-year period is extended; and

**WHEREAS**, the State Budget does not include extension of the “transitional hold harmless” period to protect those local governments from losses caused by the 2002 repeal of reimbursements; and

**WHEREAS**, Stokes County could face a substantial revenue shortfall in its 2013-2014 budget year due to the failure of the General Assembly to extend “transitional hold harmless” payments for a reasonable period of time to allow sales tax revenue to grow to replace the “transitional hold harmless” payments; and

**WHEREAS**, the county's budget shortfall would shift the burden of the General Assembly's inaction on extension of “transitional hold harmless” payments to the Stokes County citizens and taxpayers; and

**WHEREAS**, Stokes County submitted as one of its top Legislative Goals to reinstate Hold Harmless revenue to counties who were receiving Hold Harmless to compensate for funding shortfalls.

**NOW, THEREFORE, BE IT RESOLVED BY THE STOKES COUNTY BOARD OF COMMISSIONERS:**

1. That the North Carolina General Assembly is urged to restore "transitional hold harmless" payments to local governments for a reasonable period of time to allow growth in sales tax revenue to replace "transitional hold harmless" payments, as envisioned in 2002 when reimbursements to local governments were repealed.
2. That Stokes County's local delegation to the General Assembly is urged to support restoration of "transitional hold harmless" payments to local governments for a reasonable period of time.
3. That the North Carolina Association of County Commissioners is urged to make restoration "transitional hold harmless" payments one of its highest legislative goals in 2013 Session of the General Assembly.

THE FOREGOING RESOLUTION WAS ADOPTED BY THE STOKES COUNTY BOARD OF COMMISSIONERS ON THE \_\_\_\_ DAY OF NOVEMBER, 2012.

Ernest Lankford – Chairman

J. Leon Inman – Vice Chairman

Jimmy Walker – Commissioner

Ronda Jones – Commissioner

James D. Booth – Commissioner

Attest:

Darlene M. Bullins – Clerk of the Board

Vice Chairman Inman commented:

- o Will be in Raleigh participating on the Legislative Goals Committee and would like to present an adopted copy of the Resolution at tomorrow's meeting

The Board had no issues with the proposed Resolution and no issues with moving the item to today's Action Agenda.

Chairman Lankford, with full consensus of the Board, directed the Clerk to place the item on today's Action Agenda.

#### **Proposed Site License – Conterra Ultra Broad Band LLC**

County Manager Rick Morris presented the following proposed Site License for the Board's consideration:

## SITE LICENSE

This License is made as of November \_\_\_\_, 2012 (the "Effective Date") by and between Stokes County ("Licensor"), located at PO Box 20, 1014 Main Street, Danbury, North Carolina 27016, and Conterra Ultra Broadband, LLC ("Licensee"), a South Carolina limited liability company having an address at 2101 Rexford Road Suite 200E Charlotte, NC 28211.

### Background

Licensor owns, leases, licenses or manages certain real property located at 1429 Mounce Rd., Danbury, NC 27016 as more fully described in Exhibit "A" to this License (the "Property"). Licensor owns, operates and/or manages a communications tower (the "Tower") and related improvements (collectively, the "Facilities") located on the Property (the Property and the Facilities being sometimes collectively referred to as the "Site"). Licensor desires to license to Licensee, and Licensee desires to license from Licensor, a portion of the Property and the Facilities, together with non-exclusive access thereto for ingress, egress and utilities (collectively, the "Premises"), on the terms and conditions and as more particularly described in this License.

In consideration of the mutual covenants contained in this License and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

Description and Use of Premises. Licensor hereby licenses to Licensee, and Licensee hereby licenses from Licensor, the Premises as described in Exhibit "B", solely for the installation, maintenance, repair and operation of the telecommunications equipment described in Exhibit "C" (the "Equipment"), all of which Equipment shall be located within the Premises as specified in Exhibit "B". This License is and shall be subject and subordinate to, and Licensee shall use and occupy the Premises so as not to cause a breach of, any and all instruments and agreements from which Licensor's rights of use and occupancy of the Site derive (collectively, a "Ground Lease"). A true and complete copy of the Ground Lease, if applicable, is attached hereto as Exhibit "D".

### Term; Renewals.

Initial Term. The initial term of this License shall commence on the "Effective Date", such being thirty (30) days after the date of execution by Landlord ("Fee Commencement Date") and shall end on the day prior to the fifth (5<sup>th</sup>) anniversary of the Fee Commencement Date (as defined in the preceding). Rent shall automatically be increased annually by 4% per year on the anniversary of the "Effective Date", i.e. "Fee Commencement Date".

Renewal Options. So long as a default has not occurred hereunder, Licensee shall have the option to renew the term of this License, on substantively the same terms and conditions, except that the Rent (as defined in Section 3) shall be adjusted in accordance with Section 3, for four (4) successive renewal periods of five (5) years each. Licensee shall be deemed to have exercised its option to renew this License and this License shall automatically renew, unless Licensor receives a written notice from Licensee at least ninety (90) days prior to the end of the then current term electing to let the License expire or unless Licensee receives a written notice from Licensor at least ninety (90) days prior to the end of the then current term electing to let the License expire.

Term and Termination. The word "Term" as used in this License shall include the initial term and any renewal period exercised by Licensee. Licensee and Licensor shall each have the right to terminate pursuant to the conditions set forth in the preceding §(B) of this section at any time after the initial term or any renewal.

Rent. Licensee shall pay Licensor the basic rent set forth in Exhibit D as fixed minimum rent (herein called "Rent") for the first year of the Term; payable in twelve monthly installments of \$900 in advance with the first payment due on the Effective Date and all other payments due on the first of each month following. At the end of the first year and every Lease Year thereafter Rent shall be, automatically without the need for notice, increased on each anniversary of the Commencement Date by an amount equal to four percent (4%) of the Rent for the immediately preceding Lease Year. Licensee shall pay such increased Rent during each succeeding lease year without notice from Licensor. The term "Lease Year" as used in this Lease shall mean each consecutive twelve (12) month calendar period, the first of which



shall commence on the first day of the month during which the Effective Date occurs and the last of which shall end at the termination of the Lease.

Construction.

Equipment. Licensee agrees that all of the Equipment to be installed upon the Premises, and the location thereof, will be in exact accordance with that specified within Exhibits "C" and "B." Any deviation from the aforementioned shall result in a default with respect to this Agreement and the rent shall be increased on a pro-rata basis as measured by the greater of i) the percentage increase in the total amount of vertical space occupied, or ii) the percentage increase in the structural loading. Licensee may replace its existing Equipment at any time with identical or substantially identical equipment (both in dimensions and structural loading, as well as specification and use or function), subject to the all applicable federal, State and local laws, rules and regulations, including but not limited to permitting regulations. Licensor shall have the right to order Licensee to move Licensee's Equipment on the Tower to a different location on the Tower as long as the Equipment move does not interfere with Licensee's transmission. Licensor will pay for all reasonable and directly applicable costs associated with the Equipment move if such is done at the direction of Licensor. Licensor will give Licensee thirty days (30) days notice of any Equipment move, except in emergency situations.

Pre-Construction Procedures. Prior to installing any Equipment or making any modifications, enhancements or changes thereto (other than replacements of identical items at the same location) (collectively, the "Work"), the following procedures shall be adhered to:

Licensee shall submit to Licensor detailed plans and specifications (the "Plans"), accurately describing all aspects of the proposed Work to be performed, including weight and wind load requirements and power supply modifications, enhancements or requirements and evidence that Licensee has obtained all approvals, permits and consents required by, and has otherwise complied with, all federal, state and local laws, rules, regulations, safety and other codes and ordinances ("Legal Requirements") applicable to the performance of the Work or the modification of the facility.

Licensee shall not commence any of the Work until Licensor notifies Licensee of its written approval of the Plans, which approval, with respect to Licensee's initial installation, will not be unreasonably withheld so long as the Plans conform to the requirements of this License and Licensee has obtained all required permits and authorizations.

To the extent required by local authorities, Licensee will obtain, at Licensee's sole cost and expense, all required local governmental or quasi-governmental approvals and permits for construction, operation and modification of the Equipment. Licensee shall provide Licensor with copies of such approvals and permits immediately upon receipt.

In engaging anyone to perform any portion of the Work and to the extent permitted by law, Licensee shall obtain and record a written waiver from any contractor, subcontractor, laborer or materialman of all rights under state material and mechanic lien laws or other laws to impose a lien on the Site or on any of Licensor's property. In addition, Licensee shall provide Licensor with worker's compensation and general liability insurance certificates naming Licensor as an additional insured and otherwise satisfying the coverage requirements described in Section 8 and covering any and all persons who will be entering the Site in connection with performance of the Work. Licensee shall be solely responsible and liable to Licensor for Licensee's failure to obtain or deliver to Licensor the required insurance certificates from Licensee's approved contractor.

If Licensor deems it reasonable and necessary, Licensor may require that an intermodulation study be performed at a one-time charge not to exceed \$500 to Licensee, to determine the effect of Licensee's use of the Premises as it might effect existing users of the Premises, or Licensor may require that Licensee present to Licensor such study, done and certified by an independent third party Professional Engineer, licensed in the State of North Carolina as a condition to Licensee's occupation of the premises.

Performance of Work. Upon completion of the procedures set forth in subsection (B) above, Licensee shall provide Licensor with prior notice of the date upon which Licensee shall commence the installation of Licensee's Equipment and all work shall be completed no later than thirty (30) calendar days thereafter. The following shall apply to performance of the Work:

Licensee shall perform, or cause to be performed, all of the Work in compliance with the Plans approved by Licensor and with all Legal Requirements. Licensee shall ensure that the Work does not interfere with communications systems, equipment and operations of other pre-existing licensees or users on the Site.

All Work shall be performed by qualified North Carolina licensed contractors (including steeplejacks or other tower climbers), subject to the approval of Licensor prior to the commencement of any work. Notwithstanding the foregoing, Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb any tower structure owned or leased by the Licensor. Licensee shall pay all invoices of labor and materialmen in a timely manner to prevent the imposition of any liens on Licensor's property or Licensee's property located on the Site.

In no event shall Licensee install or cause to be installed any additional utilities without the prior written consent of Licensor, which consent shall not be unreasonably withheld. Further, upon request by Licensor, Licensee shall (at Licensee's expense) secure, to Licensor's reasonable satisfaction, any propane tanks or generators owned by Licensee at any Tower to prevent any damage which might otherwise occur during earthquakes or other natural disasters.

After Completion of Work.

Upon the completion of Licensee's installation of its Equipment, but in no event later than ten (10) business days following such completion, Licensee shall provide Licensor with as-built drawings of the Equipment installed on the Premises.

Licensee acknowledges and agrees that at all times Licensee's facility shall be in compliance with the FCC's RF emissions standards for public exposure set forth in the FCC's Bulletin OET 65, and upon reasonable prior notice (except for emergency situations), Licensee shall reduce operating power or cease operation of its Equipment which it is necessary to prevent the overexposure of workers on the Tower or members of the public to RF radiation.

Licensee agrees to comply with the reasonable directions and requirements which Licensor, in its discretion, may from time to time establish in connection with the Site and the operations of Licensee on the Premises, provided that such directions and requirements do not unreasonably interfere with Licensee's ordinary course of business or operations, emergency situations excepted.

Inspection Rights. Licensor reserves the right to perform a pre-installation and/or post-installation inspection, audit and review with Licensee at Licensee's cost, and Licensee shall fully cooperate with any such reasonable request by Licensor and shall respond to and address any reasonable concern of Licensor as a result of such audit. Licensor shall at all times have the right of on-site inspection.

Costs. All Work shall be performed at Licensee's sole cost and expense (including any structural analysis or structural modifications and the installation or modification of any of Licensee's Equipment, any modifications, enhancements or requirements with respect to the electrical power supply, and the preparation of the Plans and as-built drawings). Licensor may, in its sole discretion and if available, make available to Licensee in exchange for an administrative fee, information which it may periodically collect from all users of the Tower which may be useful to Licensee in demonstrating RF compliance.

Access. Subject to the Ground Lease, if applicable, and such reasonable security rules as Licensor may from time to time impose on a non-discriminatory basis for all users of the Property, Licensee shall have access for ingress and egress to the Premises on a 24-hour, 7-days basis during the term of this License. Notwithstanding the foregoing, all access for installation and maintenance of the Equipment shall be done during normal business hours of 8 a.m. to 6 p.m. Monday through Friday, with at least 24 hours advance notice to Licensor. Licensor does not guarantee such access when weather conditions, road conditions and other elements outside of Licensor's control might affect Licensee's access to and from Premises.

Maintenance, Operation and Ownership of Equipment by Licensee.

Maintenance and Operation. Licensee shall, at its own expense, maintain the Equipment on or attached to the Premises in a safe condition and in good repair, in accordance with Legal Requirements, and in a manner suitable to Licensor so as not to conflict with the use of the Site by others. All repair and maintenance of Licensee's Equipment shall be performed by qualified technicians, duly authorized to enter the Premises as Licensee's agents or employees. Without limiting the foregoing, Licensee shall comply with all applicable requirements imposed by Part 17 of the FCC's rules and regulations and any other applicable Legal Requirement after installation or approved modification of Equipment. All transmitters operated by Licensee upon the Premises shall include the use of, for example, a single stage isolator or a single bandpass cavity, or such other devices which may reasonably prevent or deter the creation of harmful electrical interference. Licensor may determine, from time to time and as is reasonable and necessary, other similar requirements for safe, interference free operation of Licensee's Equipment upon the Premises and Licensee shall comply with all such requests.

Ownership. Any and all Equipment (except electrical service) installed by Licensee shall remain Licensee's notwithstanding the fact that it may be affixed or attached to the realty or the Premises, and shall, during the term of this

License, and upon termination thereof, belong to and be removable by Licensee. Licensee agrees that the Site and associated realty shall not be damaged by Licensee's use and occupancy and that Licensee shall promptly make any repairs necessitated by Licensee's use and occupancy, removal of Equipment, or otherwise, ordinary wear and tear excepted.

Maintenance of the Site.

Licensor's Rights and Obligations. Licensor hereby warrants that the Premises have been constructed and will be operated and maintained in accordance with applicable Legal Requirements. Licensor shall be solely responsible for compliance with all painting and lighting requirements arising out of operation of the Tower. Licensor reserves to itself and its successors, and assigns, the right to maintain the Site and to operate telecommunications facilities thereon in such manner as will best enable each to fulfill its own requirements, but in accord with the covenants contained herein, including Licensor's promise to maintain the Site in a safe condition. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference, including electrical interference and interference created by intermodulation, with the operation of Licensee's Equipment arising from use of the Premises hereunder, except as such responsibility is specifically set forth herein. Under no circumstances shall Licensor be liable for consequential damages to any party, including third parties, arising out of interruption of Licensee's service.

Licensee's Conduct. Licensee promises to cooperate fully in Licensor's efforts to maintain the peaceful occupation of the Premises, including Licensee's agreement to cooperate in maintaining the cleanliness of the Premises; in constructing its Equipment in a safe, reasonably quiet, and non-disruptive manner; in assisting in maintaining the security of the Premises by reasonably limiting the number of persons with access to the Premises; and in directing its employees to treat all other users of the Site with civility and courtesy.

Indemnification and Insurance.

Indemnities. Licensee shall indemnify Licensor against any and all claims and demands for damages to property and injury or death to persons, arising out of or caused by the installation, maintenance, presence, use, modification or removal of Licensee's Equipment on the Premises, unless such damage or injury shall be due to the negligence of Licensor, its employees, agents, or invitees.

Insurance. Licensee shall obtain and maintain commercial general liability insurance in an amount equal to Two Million Dollars (\$2,000,000) during the term of this License and any renewal period, covering Licensee's use of the Premises. Such insurance policy shall name Licensor and Licensee as additionally insured persons. Licensee shall also carry worker's compensation insurance and automobile insurance as required by law. Licensee and Licensor shall each be responsible for maintaining any insurance covering their own property located on the Site; the lives and health of their respective agents, employees and invitees; damage or injury to another person or another person's property caused by the acts or omissions of their own agents, employees, or invitees; and any other business or liability insurance which each may deem necessary to protect their own interests.

Waiver of Subrogation. Licensor and Licensee each hereby waive and release any and all rights of recovery, claim, action, or causes of action, against the other, its agents, officers or employees, for any property loss or damage by reason of fire, the elements or any other cause which could be insured against under the terms of standard property, liability, fire and extended coverage insurance policies, regardless of cause or origin, including negligence of other party hereto, its agents, officers or employees, and each party covenants that no insurer shall hold any right of subrogation against such other party. Notwithstanding anything to the contrary, if the fire is caused by Licensee's equipment, or the actions of its employees, agents or contractors, Licensor does not waive any rights of recovery, claim, action, or causes of action with respect to any fire-related damage.

Hold Harmless. Licensee hereby agrees to hold harmless the owner of the real property and associated structures and all persons from whom Licensor has taken authority for the purposes of Licensor's entrance into and performance hereunder (if such person(s) are third parties), for any and all injury or damages arising out of Licensee's occupation, use or employment of the Premises, including all injury, loss or damages to Licensee and its agents, assigns, successors, employees, invitees or permittees. Licensee agrees that Licensor is the only other party to this agreement and that no other party shall be deemed to have any liability, duty or obligation to Licensee arising hereunder.

Default.

Notice and Cure. Neither Licensee nor Licensor shall be deemed in default under this License until the non-defaulting party has given the other written notice of any default hereunder. If such default is capable of cure, the defaulting party shall have ten (10) days with respect to monetary defaults, and thirty (30) days with respect to all other defaults after receipt of such notice, within which to cure the default; provided, however, that where a non-monetary default cannot reasonably be cured in such thirty (30) day period and if the defaulting party shall proceed promptly to cure the same within such thirty (30) day period and shall prosecute such curing with its best efforts, the time for curing such default shall be extended for such period of time as may be deemed necessary to complete such curing, not to exceed sixty (60) days from receipt of notice.

Exceptions. Notwithstanding the provisions of subsection (A):

In the event (a) of a Licensee default in emergency circumstances (as shall be interpreted in Licensor's sole discretion), or (b) Licensee causes a default under the Ground Lease, if any, then Licensor shall have the right, but not the obligation, to take immediate action as Licensor deems prudent in the circumstances, without giving of notice or waiting for any Licensee cure period to elapse, and with Licensor's costs so incurred to be paid by Licensee.

The parties shall deem Licensee to be in default, without notice or cure period being provided to Licensee (except as expressly provided below), if any of the following occurs: (a) Licensee is declared bankrupt, files for bankruptcy protection, is adjudged insolvent or has a receiver appointed to manage Licensee and/or its assets; (b) Licensee dies or is adjudged incompetent (if an individual); (c) Licensee is found by a court of competent jurisdiction or the appropriate governmental authority to have engaged in illegal or impermissible activity in the operation of its facility or Equipment; (d) Licensee causes any unbonded lien to be placed on or against any real property, structures or appurtenances which are part of the Site and which is not satisfied and removed within thirty (30) days of its placement; or (e) following notification by another user of the Site, Licensor's agents or employees, the FCC or any other governmental authority that operation of Licensee's Equipment is causing interference with, or injury or damage to, other persons or users or their operations, or is being operated in violation of law, Licensee fails to cure immediately such problems (by ceasing to operate or otherwise), or conclusively refute such allegations, within forty eight (48) hours following notification (which notification may be by telephone).

Licensor's Rights and Remedies.

Remedies. Upon the occurrence of a default, the giving of notice if required, and the expiration of any applicable cure period without Licensee effecting a cure, Licensor shall, in addition to all other remedies available at law or equity, have the following rights and remedies, all of which shall be cumulative and may be exercised singly or in any combination, except as expressly provided herein to the contrary:

Licensor shall have the right to accelerate all charges due to Licensor from Licensee for the remainder of the term of this License, including all renewal option periods, and Licensee shall pay the same upon demand.

Licensor shall have the right, but not the obligation, to cure any uncured default by Licensee, with Licensor's costs so incurred to be paid by Licensee immediately upon demand.

Licensor shall have the right to disconnect the electrical power to Licensee's Equipment, which act shall be without liability to Licensor and Licensor shall not be liable for any damages, loss of revenue, claims, or injuries caused by Licensor's arising out of disconnection of Licensee's Equipment, except for such property damage as is caused solely by Licensor's gross negligence.

Licensor may terminate this License.

Termination Regarding Approvals. If Licensee is unable or fails to obtain all necessary permits and approvals within ninety (90) days after the Effective Date, Licensor shall have the right to terminate this License without further liability to either party.

Effect of Termination or Expiration. Upon termination or expiration of this License in accordance with any of its terms, Licensee shall immediately remove its Equipment from the Site. Licensee's failure to remove its Equipment within ten (10) business days following the expiration or termination of this License shall entitle Licensor to receive from Licensee storage fees in an amount equal to one hundred dollars (\$100) per day beyond such ten-day period. In addition, after such ten-day period, Licensor may physically remove and/or dispose of the Equipment, without any liability with respect thereto.

Casualty and Condemnation.

Casualty. If the Premises are damaged or destroyed such that Licensee is unable to operate the Fee Equipment, Licensor shall make an election within ten (10) days following such event as to whether Licensor shall make repairs or reconstruct the damaged portion of the Premises to enable Licensee to operate upon the Premises in substantially the same manner as Licensee enjoyed prior to the event of destruction within ninety (90) days following the making of the election. If Licensor elects not to repair or reconstruct the Premises or if Licensor is unable to make such repairs or reconstruct the Premises during that 90-day period, Licensee shall have the right to terminate this License by written notice, without further liability to either party. If Licensor elects to repair or reconstruct the Premises within the aforementioned 90-day period, this License shall continue to bind the parties, but the License Fee shall abate during the period commencing on the date of destruction and extending to the date of completion of the repairs or reconstruction. In the event that Licensee terminates this License under this section, Licensor shall return to Licensee all prepaid rents

collected by Licensor which represents that period commencing upon the date of destruction of the Premises. Licensor's failure to make an election during the 10-day period following damage or destruction of the Premises shall be deemed an election by Licensor not to repair or reconstruct the Premises. Nothing contained herein shall be deemed a guarantee by Licensor to repair or reconstruct the Premises following destruction.

Condemnation. In the event that the Premises or any portion thereof are taken pursuant to a condemnation proceeding or by eminent domain, such that Licensee can no longer operate its telecommunications equipment on the Premises, this License shall terminate without liability to either party and Licensee shall not be entitled to any portion of any award arising out of such proceedings.

Assignment of License: Financing Arrangements.

Transfers. Licensee shall not assign this License without the prior written consent of Licensor, except such assignment to (i) any non-foreign owned or controlled purchaser of Licensee or (ii) Licensee's parent corporation or an affiliate of Licensee, so long as such assignee is also the successor to Licensee's FCC license to operate Licensee's Equipment and agrees in writing to be bound by all terms and conditions contained herein and is not foreign owned or controlled. Any assignment not in strict conformance with the foregoing shall be deemed void. Licensee shall promptly provide Licensor with thirty (30) day prior written notice of any intended permitted assignment and written confirmation from any assignee that such assignee agrees to be bound to the terms and conditions of this License.

Assignment for Financing. Licensor hereby agrees to Licensee's assignment of this License to any financing entity, or agent on behalf of any financing entity, to whom Licensee (i) has obligations for borrowing money or in respect to guarantees thereof; (ii) has obligations evidenced by bonds, debentures, notes or similar instruments; or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guarantees thereof. All of the preceding assumes that the assignee or transferee is not a foreign-owned or controlled person or entity, and no foreign-owned or controlled person or entity shall be permitted to hold any interest or have any rights under this License.

Financing Liens. Licensor acknowledges that Licensee may have entered into a financing arrangement, including promissory notes and financial and security agreements, for the financing of Licensee's telecommunications facilities and the operation thereof. Accordingly, Licensor hereby consents to Licensee's installation and operation of Licensee's Equipment, which is deemed collateral under the aforementioned financing agreement(s), and Licensor agrees that (i) it disclaims any interest in the collateral, as fixtures or otherwise; and (ii) it shall hold as exempt such collateral from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such collateral may be removed by Licensee or pursuant to the terms of such financial arrangement(s) at any time without recourse to legal proceedings for whatever period of time a financing entity holds a lien, mortgage or other financing interest in Licensee's facility or equipment. Licensor's consent provided under this subsection shall not be employed for the purpose of reducing any obligation of Licensee's created hereunder for the timely payment of License Fees and other charges due hereunder. Licensor hereby waives any and all landlord liens or similar claims to Licensee's Equipment, which Equipment may be removed by Licensee at any time, provided however, such removal shall not create any termination of this License or reduction in any amount due Licensor under this License.

Attorneys Fees. In the event that either party brings a law suit to compel the performance of the other party hereunder, the substantially prevailing party in such suit shall be entitled, in addition to all other remedies at law or equity, to reimbursement for all reasonable attorney's fees and costs paid to bring or defend such suit.

Manner of Giving Notice. Any written notice to be given under this License shall be mailed to each party at the address shown below. All notice shall be sent by registered or certified mail, postage prepaid, return receipt requested; or by a reputable express carrier, by overnight delivery service and with verification of receipt, and shall be deemed given when so mailed or sent.

Licensor: Stokes County  
1014 Main Street  
Danbury, NC 27016

Licensee: Conterra Ultra Broad Band, LLC  
2101 Rexford Road  
Suite 200 E  
Charlotte, NC 28211  
ATTN: Angela Lee

Quiet Enjoyment. Licensor covenants and agrees that upon Licensee's paying the License Fees and other applicable charges hereunder and performing in accord with the terms and conditions stated herein, Licensee may peacefully and quietly enjoy the Premises, subject to the terms and conditions of this License.

Pass Throughs.

Pro Rata Charges. In addition to the annual fee payments to be made by Licensee, Licensee agrees to pay its reasonable pro rata or representative portion of any increase in taxes, excluding income taxes; any road assessments levied for the provision of ingress and egress to the Site; or increase in per unit rate of necessary utilities which occur following the commencement of this License and which are billed to either party for operation of the Premises. Charges for increased utility rates will not be passed through to users who are billed separately by the utility company for power and/or telephone service. Licensee agrees to separate metering of its electrical power at Licensee's sole expense. Charges to Licensee for such increases may be commenced immediately following Licensor's receipt of a demand for higher costs from the applicable government agency, supplier, utility company or road maintenance company, without prior notification to or approval from Licensee; provided, however, Licensor shall provide to Licensee upon demand all documentation reasonably necessary to demonstrate the source and amount of any increase. Under no circumstances shall Licensor charge Licensee for such increases in a manner which might result in a profit to Licensor. Licensee's failure to pay any such charges upon demand by Licensor shall be deemed to be a failure to pay License Fees as required herein.

Taxes. Licensor shall be responsible for the payment of all taxes or assessments imposed on Licensor arising out of Licensee's occupation, use, improvement or placement of property on the Premises; provided, however, Licensee agrees to reimburse Licensor for all such charges and costs. Licensor shall employ reasonable best efforts to provide to Licensee prior written notification of all such taxes or assessments which are to be charged, so as to provide Licensee the opportunity, to the extent permitted by law, to appear before the taxing authority and contest any such assessment.

Compliance with Law. At all times during the term of this License, Licensor and Licensee shall comply with all Legal and Regulatory Requirements applicable to this License, Licensee's use of the Premises, and the installation, ownership, maintenance and use of Licensee's Equipment, including Legal Requirements governing the transmission or operation of radio communications systems and related equipment, environmental laws and regulations, OSHA, the Federal Aviation Administration (the "FAA"), and the Federal Communication Commission (the "FCC").

Interference.

Licensee's Equipment. Licensee shall have full and complete responsibility to correct within forty eight (48) hours any electrical interference caused to other communications equipment at the Site by operation of Licensee's Equipment, which cause is a result of a defect in Licensee's Equipment. The term "defect" shall include any operation of Licensee's Equipment which is not in accord with the technical parameters of any license issued by the FCC for operation of Licensee's facilities; any operation in variance with any Equipment authorization granted by the FCC for sale, marketing and use of Licensee's Equipment; any circumstance or condition which causes Licensee's Equipment to operate in variance with any Exhibit attached hereto; and any operation of Licensee's Equipment which does not conform with generally accepted practices of telecommunications engineering, including applicable ANSI standards which exist or come to exist.

Equipment of Others. Licensor hereby agrees to cooperate reasonably with Licensee in relieving any harmful electrical interference to Licensee's Equipment caused by the operation of other telecommunications facilities on the Site, including directing the interfering operator to discontinue the creation of such harmful interference or exercising any right Licensor has to disconnect the operation of offending facilities until such time as the harmful interference can be resolved. In the event that the parties' cooperation cannot relieve the receipt of harmful electrical interference to Licensee's Equipment within thirty (30) days following Licensee's providing to Licensor notification of the existence of the harmful interference, and said interference is not caused by any defect or unreasonable condition in Licensee's Equipment or operation, Licensee may terminate this License. Such termination shall be without liability to Licensor; provided, however, Licensor shall return to Licensee any portion of prepaid License Fees which represents that period following termination and removal of Licensee's Equipment.

Suitability. Licensee warrants that during the first sixty (60) days of this License after the Effective Date, Licensee will examine the Premises to its satisfaction and that if Licensee does not send Licensor written notification to the contrary, Licensee's election not to notify Licensor otherwise shall be deemed to be Licensee's acceptance of the Premises as suitable for use and occupation by Licensee for the purposes described herein. During such 60-day period, Licensor may also examine the Premises to determine whether the Premises are suitable for Licensee's use and occupation. In the event that either Licensee or Licensor determines that the Premises are unsuitable for Licensee's use and occupation as provided above, either may terminate this License by written notice within such 60-day period without further liability to either party; provided, however, Licensor shall return to Licensee any portion of prepaid License Fees which represents that period following termination and removal of Licensee's Equipment. Licensee further acknowledges that Licensor does not warrant, in any way, the quality, range or propagation characteristics of any radio signal to be transmitted by operation of Licensee's Equipment on the Premises.

Environmental.

Representations and Warranties. Licensee represents, warrants and agrees that it will conduct its activities on the Premises in compliance with all applicable environmental laws and regulations. Licensors represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Site in compliance with all applicable environmental laws and regulations and that, to Licensors knowledge, the Premises are free of hazardous substances as of the date of this License.

Indemnities. Licensee agrees to defend, indemnify and hold harmless Licensors from and against any and all claims, causes of action, demands, and liability including damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys fees that Licensors may suffer due to the existence or discovery of any hazardous substance on the Premises or the migration of any hazardous substance to other properties or release into the environment, that relate to or arise from Licensees activities on the Site. The indemnification in this section specifically includes costs incurred in connection with any investigation of Site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

RF Emissions; Cooperation. Regardless of fault, Licensee agrees to cooperate with Licensors and other users of the Site to resolve any violations of RF emission standards created by the operation, collocation, and use of the Premises by Licensee and all other users, which standards are promulgated by the FCC, including, if necessary, the provision of shielding devices or hardware or other such remedies which are reasonably required to assure compliance with all such regulations. Licensors agrees to cooperate with Licensee to assist in assuring compliance with all FCC promulgated RF exposure limitations, including providing to Licensee upon request all relevant information which Licensors has in its possession and is permitted to disclose regarding the equipment employed by collocated systems operating upon the Site.

Notice. Each party warrants that they shall provide immediate notification to the other party of any investigation or lawsuit commenced by any agency, governmental body, person, or forum regarding any alleged violation of any environmental protection law or regulation. A party's failure to provide or providing of such notification will not, however, be deemed a waiver of a party's obligation to provide indemnification required hereunder.

Entire Agreement. Severability. This License embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by other written agreements between the parties. If any provision herein is held by a court of competent jurisdiction to be invalid, it shall be considered deleted from this License, however, the remainder of this License shall survive and be deemed enforceable.

Parties Bound by Agreement. Subject to the provisions hereof, this License shall extend to and bind the parties and their heirs, executors, administrators, successors and assigns.

Governing Law. This License shall be interpreted and governed in accord with the laws of the state in which the Site is located, to which the parties agree to submit for all jurisdiction, including personal jurisdiction.

Headings. The headings included herein are merely a matter of convenience and shall not be employed for the purpose of interpretation of the language contained herein.

Warranty Of Signatories. The persons signing below warrant that they possess all actual and apparent authority to bind legally the party which they claim to represent, for all purposes related to performance in accord with the terms contained herein. The signing persons agree that they possess all authority, both actual and implied, to cause the party they represent to enter into and perform under this License for all purposes.

Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original and fully binding on the signatory in all respects, but all of which together shall constitute one and the same instrument.

Interpretation of Certain Words: Use of the words "include", "includes", and "including" shall be interpreted and be deemed to be followed by the words "without limitation". Use of the terms "will" and "shall" are interchangeable. All pronouns and any variations shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.

Submission is not an Offer: The submission of this instrument to Licensee for review and examination does not constitute an offer by Licensors or reservation of space in the Site for Licensee. This instrument shall not become effective, nor shall Licensors have any obligation hereunder, unless and until this instrument has been executed by Licensors and delivered to Licensee.

Ability to Perform. Licensors warrants that it is a lawfully incorporated County in good standing, authorized to do business within the state where the Premises are located and that it knows of no reason why it cannot enter into this License and perform hereunder, including reasons arising under any statute, law, rule, regulation, contractual obligation, decision of any applicable government agency or forum, articles of incorporation, by-law, or pending or threaten litigation. Licensee warrants that it is a company in good standing and that it is authorized to do business within the state where the Premises are located and that it possesses all authority, both actual and implied, to enter into and perform under this License. Licensee warrants that it knows of no reason why it cannot perform hereunder, including

reasons arising under any statute, law, rule, regulation, contractual obligation, decision of any applicable government agency or forum, articles of incorporation, by-law, or pending or threaten litigation.

Recording. Licensors agree to cooperate reasonably with Lessee's effort to record a memorandum of this License with any applicable governmental body, including reasonable cooperation in the execution of documents which are required for the purpose of recording this License. If Licensee elects to record a memorandum of this License, Licensee shall simultaneously provide Licensors an executed and recordable instrument evidencing termination of this License for Licensors to place of record upon the termination or expiration of this License.

**WHEREFORE**, the parties have executed this agreement on the day and year first above written, intending to be legally bound to the terms and conditions contained herein.

Licensors:  
**Stokes County**

Licensee:  
**Conterra Ultra Broadband, LLC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Manager Morris noted the following:

- Conterra Ultra Broadband would like to add additional cell phone microwave equipment to the County's Booth Mountain Tower
- Consultant Rusty Monroe, Center for Municipal Solutions, has negotiated the lease on behalf of Stokes County to ensure it was technically correct and that the county charge the company the correct market rate for rental income
- County will receive \$900 per month with an automatic 4% increase each year
- Work done under this agreement will significantly increase the capability of Verizon's cell phone system and will generate a new source of income for the county
- Request consensus from the Board to allow Mr. Monroe to present the proposed site license to Conterra Ultra Broadband
- County Attorney Edward Powell has reviewed and approved the proposed site license
- Once Conterra Ultra Broadband has agreed to the proposed site license, the site license will be placed on an upcoming Action Agenda for final approval by the Board

The Board had no issues with the proposed agreement and allowing Mr. Monroe to present the proposed site license to Conterra Ultra Broadband.

Chairman Lankford directed Manager Morris to proceed with directing Mr. Monroe to present the proposed site license to Conterra Ultra Broadband.



## **GENERAL GOVERNMENT – GOVERNING BODY – ACTION AGENDA**

### **Sheriff's Department – Request for Restructure/Reclassification**

County Manager Rick Morris presented the following additional information regarding the request from Sheriff Mike Marshall for a reclassification which was presented at the October 22<sup>nd</sup> meeting:

- Attorney Diane Juffras, School of Government, suggested that the county adopt a personnel policy regarding the temporary reclassification of a position

#### **Temporary Reclassification (Proposed personnel policy)**

A temporary reclassification is the temporary reclassification of an employee to a higher graded position for a specified period of time, not to exceed one year, with the employee possibly returning to his/her original position upon the expiration of the temporary action. All temporary reclassifications, including any extension of the temporary reclassification and returning to his/her original position, must be approved by the Board of Commissioners.

In order for an employee to be temporarily reclassified, he/she must meet the same qualification requirements that are necessary for a permanent reclassification. The temporarily reclassified employee receives the higher graded salary for the period assigned according to the county's current reclassification policy. Once the employee returns to his/her original position, their salary will be adjusted to accommodate the grade and step of their original position including longevity.

Temporary reclassifications are intended for meeting temporary needs of the department when services cannot be provided by other means.

The initial temporary reclassification may be noncompetitive. Departments subject to State Personnel Act shall follow guidelines/requirements set forth by the Office of State Personnel.

Policy will be added to Article VIII as Section 4(a) of the Stokes County Personnel Policies Handbook

Chairman Lankford entertained a motion.

Commissioner Jones moved to approve the request from Sheriff Marshall to reclassify a deputy patrol position to a detective position. Vice Chairman Inman seconded and the motion carried unanimously.

Manager Morris noted the personnel policy “Temporary Reclassification” must be adopted by the Board.

Commissioner Jones moved to amend the motion to include the adoption of the Personnel Policy. Vice Chairman Inman amended his second to include the adoption of the Personnel Policy.

The amended motion carried unanimously.

### **Health Department – Request for Reclassifications**

Chairman Lankford entertained a motion regarding the reclassifications presented at the October 22<sup>nd</sup> meeting (Processing Assistant III position 80% to a Processing Assistant IV position 100% and a LPN position to a Medical Technologist position).

Commissioner Booth moved to approve the reclassification of a Processing Assistant III position (80%) to a Processing Assistant IV position (100%) and a LPN position to a Medical Technologist position. Commissioner Jones seconded and the motion carried unanimously.

### **Appointments – Juvenile Crime Prevention Council**

Chairman Lankford noted that Scott Lenhart (Health Department), Chad Beasley (Stokes County Schools) and Gina Calloway (City of King Parks/Recreation) were nominated at the October 22<sup>nd</sup> meeting to serve on the Stokes County Juvenile Crime Prevention Council.

Commissioner Booth moved to close the nominations. Vice Chairman Inman seconded and the motion carried unanimously.

Chairman Lankford polled the Board:

Commissioner Jones:

- Scott Lenhart (Health Department)
- Chad Beasley (Stokes County Schools)
- Gina Calloway (City of King Parks/Recreation)

Vice Chairman Inman:

- Scott Lenhart (Health Department)
- Chad Beasley (Stokes County Schools)
- Gina Calloway (City of King Parks/Recreation)

Chairman Lankford:

- Scott Lenhart (Health Department)
- Chad Beasley (Stokes County Schools)
- Gina Calloway (City of King Parks/Recreation)

Commissioner Walker:

- Scott Lenhart (Health Department)
- Chad Beasley (Stokes County Schools)
- Gina Calloway (City of King Parks/Recreation)

Commissioners Booth:

- Scott Lenhart (Health Department)
- Chad Beasley (Stokes County Schools)
- Gina Calloway (City of King Parks/Recreation)

Chairman Lankford noted the Board unanimously approved the appointments of Scott Lenhart (Health Department), Chad Beasley (Stokes County Schools), and Gina Calloway (City of King Parks/Recreation) to serve on the Juvenile Crime Prevention Council.

#### **Appointments – Walnut Cove Senior Center Advisory Council**

Chairman Lankford noted that Brenda Carroll had declined the appointment to the Walnut Cove Senior Advisory Council at this time.

Chairman Lankford opened the floor for nominations.

There were no nominations.

Chairman Lankford directed the Clerk to place the item on the November 26<sup>th</sup> Action Agenda.

#### **E911 Project – Procurement of Backup Generator**

County Manager Rick Morris presented the following additional information regarding the procurement of a backup generator previously discussed at the October 22<sup>nd</sup> meeting:

- Request for bids per specifications drawn by Terry Davis, electrical consultant, was sent to the following dealers/distributors:
  - Caterpillar
  - Onan/Cummings

- Kohler
- Bids were accepted up to 5:00 pm on Friday, November 2, 2012
- Generator specs were for the following:
  - 100kw generator
  - 120/208 three phase 60hz
  - 550 gallon double wall sub-based diesel fuel tank
  - Automatic transfer switches
- Following pricing includes the equipment and freight only, generator and transfer switches will be completed by an electrical contractor chosen at a later date:
  - Nixon Power Services – Charlotte
    - \$38,994
    - Kohler 100REOZJF Generator
    - Kohler KCS transfer switches
    - 9-10 weeks delivery time
  - Carolina Cat – Charlotte
    - \$44,350
    - CAT D100 Generator
    - ASCO 4000 transfer switcher
    - 8-10 weeks delivery time
  - Gregory Poole – Garner
    - \$46,735
    - CATD100 Generator
    - ASCO 4000 transfer switches
    - 15 weeks delivery time
  - Cummings Atlantic – Charlotte
    - \$49,000
    - Cummings 100DSGAA Generator
    - ASCO transfer switches
    - 8 weeks delivery time
- Request approval for Nixon Power Services - \$38,994 for Kohler 100REOZJF Generator and Kohler KCS transfer switches

Chairman Lankford entertained a motion.

Commissioner Booth moved to approve the purchase of a Kohler Generator/Kohler transfer switches at a cost of \$38,994 from Nixon Power Services Company. Commissioner Jones seconded and the motion carried unanimously

#### **Appalachian Regional Commissioner – Proposed Legal Services Agreement – ARC Grant**

Chairman Lankford entertained a motion regarding the proposed Legal Services Agreement for the ARC Grant presented at today's meeting.

Commissioner Booth moved to approve the proposed Legal Services Agreement for the  
November 13, 2012

ARC Grant presented at today's meeting. Commissioner Walker seconded and the motion carried unanimously.

**Health Department and Social Services – External Posting**

Chairman Lankford entertained a motion regarding the external postings for the Health Department and Social Services presented at the today's meeting.

Commissioner Booth moved to approve the following external postings:

- Social Worker II – Health Department
- Processing Assistant III – Social Services

Commissioner Jones seconded and the motion carried unanimously.

**Health Department Expansion Project – Architectural Services**

Chairman Lankford entertained a motion regarding the Health Department Expansion Project – Architectural Services (Option Two) and proposed Resolution presented at today's meeting.

Commissioner Booth moved to approve the Health Department Expansion Project – Architectural Services (Option Two) and proposed Resolution presented at today's meeting.

Commissioner Jones seconded and the motion carried unanimously.

**Cellco Partnership D/B/A Verizon Wireless – Second Amendment to Tower Lease Agreement**

Chairman Lankford entertained a motion regarding the Cellco Partnership D/B/A Verizon Wireless – Second Amendment to Tower Lease Agreement presented at today's meeting.

Commissioner Jones moved to approve the Cellco Partnership D/B/A Verizon Wireless – Second Amendment to Tower Lease Agreement presented at today's meeting. Commissioner Booth seconded and the motion carried unanimously.

**Pioneer Health Services of Stokes County, Inc. – Proposed Landlord Certificate and Agreement**

Chairman Lankford entertained a motion regarding the Pioneer Health Services of Stokes

County, Inc. – Proposed Landlord Certificate and Agreement presented at today's meeting.

Vice Chairman Inman moved to approve the Pioneer Health Services of Stokes County, Inc.

– Proposed Landlord Certificate and Agreement presented at today's meeting. Commissioner Booth seconded and the motion carried unanimously.

**Pioneer Health Services of Stokes County, Inc. – Payment for the Value of Inventory by Lessee**

Chairman Lankford entertained a motion regarding the Pioneer Health Services of Stokes County, Inc. – Payment for the Value of Inventory by Lessee presented at today's meeting.

Commissioner Booth moved to approve the Pioneer Health Services of Stokes County, Inc.

– Payment for the Value of Inventory by Lessee (\$25,000 per month) presented at today's meeting.

Commissioner Jones seconded and the motion carried unanimously.

**Proposed Hold Harmless Resolution**

Chairman Lankford entertained a motion regarding the proposed Hold Harmless Resolution presented at today's meeting.

Commissioner Booth moved to approve the proposed Hold Harmless Resolution presented at today's meeting. Commissioner Jones seconded and the motion carried unanimously.

**Adjournment**

There being no further business to come before the Board, Chairman Lankford entertained a motion to adjourn the meeting.

Vice Chairman Inman moved to adjourn the meeting. Commissioner Booth seconded and the motion carried unanimously.

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**Darlene M. Bullins**  
Clerk to the Board

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**Ernest Lankford**  
Chairman