

**OFFICE OF THE COMMISSIONERS  
STOKES COUNTY GOVERNMENT  
DANBURY, NORTH CAROLINA  
NOVEMBER 27, 2017**

Chairman Jimmy Walker  
Vice Chairman Ernest Lankford  
Commissioner James D. Booth  
Commissioner Ronda Jones  
Commissioner Ronnie Mendenhall

Chairman Walker called the meeting to order and welcomed those in attendance.

Chairman Walker asked Commissioner Jones to give the invocation.

Commissioner Jones delivered the invocation.

Chairman Walker invited those in attendance to join the Board in the Pledge of Allegiance.

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

Chairman Walker entertained a motion to approve or amend the November 27, 2017 Agenda.

Commissioner Jones moved to approve the November 27<sup>th</sup> Agenda as presented.

Commissioner Mendenhall seconded the motion.

Chairman Walker opened the floor for discussion.

With no discussion, the motion carried unanimously.

### **COMMENTS - Manager/Commissioners**

Chairman Walker opened the floor for comments from the Board and the County Manager.

County Manager Morris commented:

- Provided the Board with the Medicine Drop Statistics prepared by EMS Director Brian Booe
  - Total Doses Collected: 1,670,085.45
- Reminder – December 5<sup>th</sup> Planning Meeting at 6:00 pm
- Cardinal Innovations Healthcare
  - Lot of news lately regarding Cardinal Innovations Healthcare
  - Department of Health and Human Services has temporarily assumed leadership of Cardinal Innovations
  - Stokes County is required to allocate just under \$400,000 to Cardinal each year
  - Under the Cardinal leadership, most of that funding is given back to County to make determinations on how it is spent with the exception of the funding that goes to two (2) providers
  - Given all the turmoil at the top of the leadership structure of Cardinal, at this point, it has not had any impact on funding that the County provides for mental health services
  - To their credit, they have given the county commissioners a lot of discretion on how the funding is spent for mental health – more than what we had while under CenterPoint

Commissioner Jones commented:

- Glad to see so many visitors tonight, especially the young folks attending, wish we could see you more often
- Hope everyone had a good Thanksgiving

Commissioner Booth commented:

- Welcome to everyone here tonight
- Good to see so many here tonight to see how Stokes County Government operates
- Encourage everyone to be thankful every day, not just Thanksgiving

Commissioner Mendenhall commented:

- Good to see everyone here tonight
- So happy to see these young people here tonight
- Really excited to see what these young people have for us tonight
- To me Thanksgiving is very special – a time for families to come together – a time for reflection – a time to relax
- Do not think there is a better holiday than Thanksgiving
- Hope everyone had a wonderful Thanksgiving
- Thanks for being a part of our governmental process

Vice Chairman Lankford commented:

- Echo what my fellow commissioners have said
- It is good to see the participation in our county and see people interested in what is happening in Stokes County
- Ethics for Life – “Behold, thou desirest truth in the inward parts and in the hidden, thou shalt make me to know wisdom” Psalm 51:19

Chairman Walker commented:

- Welcome those in attendance
- Good to see young folks here tonight
- Glad to see those here for whatever reason
- Good to see our citizens involved in the government process
- It is the citizens’ government

## **PUBLIC HEARING – JAIL EXPANSION PROJECT**

### **Proposed Resolution – Approving a Contract and a Deed of Trust with Respect Thereto and Delivery Thereof and Proving for Certain Other Related Matters**

Chairman Walker opened the Public Hearing regarding the Jail Expansion Project –

Proposed Resolution – Approving a Contract and a Deed of Trust with Respect Thereto and Delivery Thereof and Proving for Certain Other Related Matters.

There were no public comments.

Chairman Walker closed the Public Hearing regarding the Jail Expansion Project –

Proposed Resolution – Approving a Contract and a Deed of Trust with Respect Thereto and Delivery Thereof and Proving for Certain Other Related Matters.

## **PUBLIC COMMENTS**

Chairman Walker noted that the Board of Commissioners will hear Public Comments, but will not respond to Public Comments and that each speaker will be allowed three (3) minutes.

The following spoke during Public Comments:

### **Ellen Peric**

1095 Wheeler Smith Road

Lawsonville, NC

RE: **Arts Update**

Ms. Peric presented the following Arts Update to the Board of County Commissioners:

### **Third Annual “Soup in a Bowl” – Saturday, November 18<sup>th</sup>**

- Held at Hanging Rock State Park (noon to 3:00pm)
- Over 150 folks bought advance tickets
- Total of over 325 people purchased tickets at \$20 each and received a handcrafted bowl, soup of their choice, dessert, beverage, and entertainment
- Event raises money for the three (3) Stokes County Food Banks – each Food Bank will receive a check for \$2,000, canned food donations, blankets and first aid kits
- Community loves this event – Channel 14 covered the event and there was a great write up in the Stokes News

### **“Black Friday and Shop Small Saturday”**

- Huge Success
- Registered for the “Shop Small Saturday Promotion” and received promotional materials, free tote bags (500), dog bandanas, etc.
- The Arts Place opened from 7am to 8pm both days with door buster giveaways
- Gave \$10 gift cards to the first 20 people that came in the door each day
- On Black Friday, the sales were over \$1,000 and on Saturday, sales were over \$1,500
- Total payout to local artists for the two days was \$1,500
- Customers enjoyed free food tastings, specialty coffees and artist demos
- The place was packed
- This will be biggest sales month since the July opening

### **Upcoming for the Holidays:**

- Christmas in Historic Danbury – December 3<sup>rd</sup> – Sunday (from 2:00pm to 5:30pm in Danbury)
- Kids play “Uh-Oh, Here comes Christmas” December 9<sup>th</sup> and 10<sup>th</sup> – tickets are on sale now
- Frank Duncan is in the Apple Gallery this month with his prints and paintings – free reception during Christmas in Historic Danbury
- December 12<sup>th</sup> – West Stokes Jazz Band will perform at The Arts Place at 7pm
- 208<sup>th</sup> Army Jazz Combo and Crass Ensemble will perform December 16<sup>th</sup> at 3pm in The Arts Place

Thank you.

## CONSENT AGENDA

Chairman Walker entertained a motion to approve or amend the following items on the

Consent Agenda:

### Minutes

- Minutes of June 23, 2017 – Budget Work Session
- Minutes of November 13, 2017 – Regular Meeting

### Health Department & Environmental Health - 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>Health Department</b>				
100.5100.000	Salaries	\$502,510.00	\$(2,200.00)	\$500,310.00
<b>Environmental Health</b>				
100.5192.180	Professional Services	<u>\$16,000.00</u>	<u>\$2,200.00</u>	<u>\$18,200.00</u>
	<b>Total</b>	<b>\$518,510.00</b>	<b>\$00.00</b>	<b>\$518,510.00</b>

This budget amendment is justified as follows:

The Health Department has lapsed salaries from two (2) vacant positions that the Health Department would like transfer to Environmental Health for the purpose of contracting an Environmental Health Specialist to help with the work load until new staff is finished with training.

This will result in a **net increase** of **\$00.00** 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.

### Social Services & Contingency - 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>Social Services</b>			
100.5310.000	Salaries & Wages	\$2,279,074.00	\$12,880.00	\$2,291,954.00
	<b>Contingency</b>			
100.9910.000	Leave Payoff	<u>\$88,157.00</u>	<u>\$(12,880.00)</u>	<u>\$75,277.00</u>
	<b>Total</b>	<b>\$2,367,231.00</b>	<b>\$00.00</b>	<b>\$2,367,231.00</b>

This budget amendment is justified as follows:

To transfer funds from leave payoff contingency for retired, terminated, and comp. time over limit payoff as of 09-01-2017 to 11-30-2017.

This will result in a **net increase** of **\$00.00** 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.

#### **E911 - Budget Amendment #24**

Finance Director Julia Edwards submitted Budget Amendment #24.

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>E911</b>			
200.4325.440	Misc. Contractual Services	<u>\$231,325.00</u>	<u>\$(99,973.00)</u>	<u>\$131,352.00</u>
	<b>Total</b>	<b>\$231,325.00</b>	<b>\$(99,973.00)</b>	<b>\$131,352.00</b>

This budget amendment is justified as follows:

To un-appropriate Fund Balance per the audit.

This will result in a **net increase** of **\$99,973.00** 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
200.3991.000	Fund Balance	<u>\$479,312.00</u>	<u>\$(99,973.00)</u>	<u>\$379,339.00</u>
	<b>Total</b>	<b>\$479,312.00</b>	<b>\$(99,973.00)</b>	<b>\$379,339.00</b>

## **Regional Sewer Fund - Budget Amendment #25**

Finance Director Julia Edwards submitted Budget Amendment #25.

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>Regional Sewer Fund</b>				
501.7140.350	Maint. & Repairs – Equipment	\$20,000.00	(\$5,935.00)	\$14,065.00
501.7140.511	Equipment – Non Capitalized	<u>\$1,000.00</u>	<u>\$5,935.00</u>	<u>\$6,2935.00</u>
	<b>Total</b>	<b>\$21,000.00</b>	<b>\$00.00</b>	<b>\$21,000.00</b>

This budget amendment is justified as follows:

To transfer funds to replace a 20+ year old influent sampler at WWTP due to the age and hard to replace parts.

This will result in a **net increase** of **\$00.00** 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.

## **Tax Administration Report – October 2017**

### **Releases More Than \$100 – Real and Personal Property**

Tax Administrator Jake Oakley presented the following Releases more than \$100 –

Real and Personal Property (October 2017) at the November 13<sup>th</sup> meeting for the Board's review with consideration at the November 27<sup>th</sup> meeting:

<b>Releases More Than Name</b>	<b>\$100 Real/Personal Bill Number</b>	<b>Property Amount</b>	
<b>Geneva Grace Kallam &amp; Others</b>	851619-2017-2017	<u>\$799.20</u>	Revised Assessment of
	<b>Total Amount</b>	<b>\$799.20</b>	home value per site visit

### **Refunds More Than \$100 – Real and Personal Property**

Tax Administrator Jake Oakley presented the following Refunds more than \$100 –

Real and Personal (October 2017) at the November 13<sup>th</sup> meeting for the Board's review with consideration at the November 27<sup>th</sup> meeting:

Refunds More Than Name	\$100 Real/Personal Bill Number	Property Amount	
Tracy Smith Brim	31707788	\$145.91	Vehicle Sold
Gary Bruce Delp	25949612	\$129.18	Vehicle Sold
Linda S. & Robert B. Lee	20553709	<u>\$247.18</u>	Vehicle Sold
	Total Amount	\$522.27	

### **Proposed 2018 Board of County Commissioners' Calendar**

Clerk Darlene Bullins presented the following proposed 2018 Board of County Commissioners' Calendar and the Board's review and approval at the November 27<sup>th</sup> meeting:

### **PUBLIC NOTICE**

#### **2018 COMMISSIONERS' MEETINGS SCHEDULE** The Stokes County Board of Commissioners will meet each month on the 2<sup>nd</sup> (Second) Monday at 1:30 pm and 4<sup>th</sup> (Fourth) Monday at 6:00pm

#### **2nd MONDAY**

January 8, 2018  
February 12, 2018  
March 12, 2018  
April 9, 2018  
May 14, 2018  
June 11, 2018  
July 9, 2018  
August 13, 2018  
September 10, 2018  
October 8, 2018  
November 13, 2018\*  
December 10, 2018

#### **4th MONDAY**

January 22, 2018  
February 26, 2018  
March 26, 2018  
April 23, 2018  
May 29, 2018\*  
June 25, 2018  
July 23, 2018  
August 27, 2018  
September 24, 2018  
October 22, 2018  
November 26, 2018  
December 26, 2018\*

\*May 28<sup>th</sup> Meeting changed to Tuesday, May 29<sup>th</sup> (Due to holiday)  
\*November 12<sup>th</sup> Meeting changed to Tuesday, November 13<sup>th</sup> (Due to holiday)  
\*December 25<sup>th</sup> Meeting changed to Wednesday, December 26<sup>th</sup> (Due to holiday)

The Board of Commissioners will conduct its regular meetings in the Commissioners' Chambers at the Administrative Building in Danbury. The Board will consider invitations to meet at different locations throughout the County at the invitation of community groups that wish to host a meeting.

**Commissioners' Meeting (Planning)** – First Tuesday of every other month 6:00 pm  
Planning meetings are held as needed- the meeting will be advertised prior to the dates listed below:  
(Held in Commissioners' Chambers)



February 6, 2018 (as needed)  
April 3, 2018 (as needed)  
June 5, 2018 (as needed)  
August 7, 2018 (as needed)  
October 2, 2018 (as needed)  
December 4, 2018 (as needed)

**Stokes County League of Governments – 6:30 pm**

Meeting with Town of Danbury, Town of Walnut Cove, City of King and Stokes County  
January 18, 2018 – Town of Walnut Cove  
April 19, 2018 – Town of Danbury  
July 19, 2018 - City of King  
October 4, 2018 – Stokes County

Any other change in Date, Time, or Place will be advertised and placed on the County Web Page –  
[www.co.stokes.nc.us](http://www.co.stokes.nc.us)

**Darlene Bullins**  
**Clerk to the Board**

Commissioner Jones moved to approve the Consent Agenda as presented.

Commissioner Booth seconded and the motion carried unanimously.

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

**Poplar Springs Elementary School – Student Council – New Art Programs**

Principal David Priddy, Poplar Springs Elementary School, presented the following  
comments regarding the new Art Programs:

- Very happy to be here tonight
- Have the following students here tonight:
  - Kylee Homes – President of the Student Council
  - Anna Haynes – Vice President of the Student Council
  - Morgan Butt – Treasurer of the Student Council
  - Cirrea Roe – Class Representative
  - Soyie Morgan – Class Representative
  - Drewberry – Class Representative
  - Danielle Delk – Class Representative
  - Grace Williams – Class Representative
- These students along with all our students have been enjoying the art classes you worked so hard to help provide funding to bring art back to the classroom
- These students would like to say a few words
- The following students expressed appreciation for the art classes:
  - Kylee Homes

- I am excited to be here tonight and to meet you all
- I am here representing our school and bringing a message of thanks to you for placing art back in our school
- We are extremely grateful
- The art classes with Mr. Cox are amazing
- Anna Haynes
  - Thank you for giving us art
  - I really enjoy it
  - It is one of my favorite subjects in school
  - Mr. Cox is one of my favorite teachers and glad he came to Poplar Springs
- Morgan Butts
  - Thank you for giving us art
  - Glad Mr. Cox came to this school
  - Art is one of my favorite subjects
- Would like to provide each commissioner with a package of art drawings
- Art Teacher Cox was unable to be here due to another commitment

Chairman Walker allowed Dr. Rice to comment, if he so desired.

Dr. Brad Rice commented:

- Echoed what our students have stated
- Everyone is extremely grateful for the investment the Board of County Commissioners has made in our students
- When I visit the schools, I always visit the art classes
- Always see smiles on every student participating
- Would like to thank the Board for helping to get art back into the classroom

Chairman Walker opened the floor for comments from the Board.

Chairman Walker commented:

- Very thankful for the cooperative spirit between the Board of Education and the Board of County Commissioners – working very well together
- Hope that continues to be the case
- Would like to personally thank the students for speaking and being at the meeting

Commissioner Jones commented:

- Very thankful for the art drawings provided by the students
- Very thankful for art being back in the schools

Vice Chairman Lankford commented:

- Appreciate the students being here tonight

Commissioner Mendenhall commented:

- Very thankful that art is back in the school program
- Appreciate everyone coming tonight and speaking about the art program

Commissioner Booth commented:

- Appreciate the students coming out tonight and the art work

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

### **Meadows Water Plan – Discussion**

County Manager Rick Morris presented the following information regarding the

Meadows Water Plan:

- Just wanted to give the Board a heads up on some questions recently received concerning water in the Meadows area
- Public Works Director Delehant was unable to attend tonight's meeting
- Have been questioned by those involved in the new animal facility how water is going to be supplied
- Have been questioned by a landowner near the intersection who has been considering building a commercial facility, if there will be water or would a well have to be drilled
- At this point, not sure how all these things are going to unfold
- We have one additional well in the area that is not being used
- Public Works Director Delehant is waiting to see if the County is going to be approved for a water study which could help analyze these questions – this study would also look at the new trades facility which will be built on the community college campus
- The Forsyth Tech's portion could come out of the remaining funding from the community college funding
- At the current time, the county does not have a plan to get water to the Meadows area
- Public Works Director Delehant did a rough area of magnitude running the water line to address the needs mentioned – estimate \$364,500
- This would also provide water to the old prison camp location – which could be used in the future
- This is just an introduction
- The water line to the intersection could be run in the road easement
- Could do some or part of the route from the well to the intersection
- Finance Director Edwards could possibly give you information regarding funding that was left over from the Sewer Project along with financing information
- Water could be run to the Forsyth Tech campus as a backup source
- Would like to hear the Board's thoughts on the matter
- Animal folks have taken down the building and taken away the bad soil associated with the facility
- Animal folks cannot get a building permit unless the County can be certain on how water will be furnished to the facility
- Think the well being used for Forsyth Tech can also furnish water to the new trades facility when completed – may only have to put in an additional water tank

- Welcome feedback from the Board

Chairman Walker opened the floor for discussion/questions/comments.

Commissioner Booth commented:

- Believe the well at the community college site is providing 30 or more gallons of water per minute and can furnish water to the community college and other facilities on campus
- Believe there is enough water on the community college site to furnish water for the college and the early college along with the new trades facility
- Would like to know if there are any available grants for this type of project
- With engineering, it would probably be close to \$500,000 (estimate)

County Manager Morris responded:

- Not sure about any available grants
- Grant cycle is pretty lengthy
- Would have to research it
- Not sure about the availability of grants for this type of project
- Don't think you can drill a well for the new animal facility due to offsets
- Not sure about the Brownfield areas
- Have a well just sitting there waiting to see what is going to happen

Commissioner Booth continued:

- Lot of questions that need to be answered

Commissioner Jones commented:

- Agree with Commissioner Booth – need see to what is available out there
- Some of those projects are well underway – can't postpone water – got to have it
- Interested in seeing what Public Works Director Mark Delehant has to say about this
- Believe this is something that we will have to look at
- Believe that intersection will be the first economic boom – will probably not recognize it in the next five (5) years

County Manager Morris commented:

- Could put the item back on Discussion for the next meeting and have Public Works Director Mark Delehant here

Commissioner Mendenhall commented:

- Agree with Commissioner Jones – can see an explosion in that area
- Already have Dollar General and NC Department of Transportation (NCDOT)
- The new Animal Facility is scheduled just below the Dollar General and then you have the community college, early college, and a new trades facility to be built
- Foresee that area really becoming vital to that sector of the county
- Know there are many non-specific grants available – those not held to one type of an arena – can be used for many types of projects

- Need to investigate for grants
- Believe there is funding out there to get
- Definitely see a bright future in that area
- Definitely need to look into this and keep it on the front burner

Vice Chairman Lankford commented:

- In our planning process (a year and a half ago), there was a lot of discussion on exactly what has been presented tonight
- Discussed running water from South Stokes Fire Department to the Meadows area
- In the planning and discussing portions, it was decided that the county would look for grant funding to make this happen
- That is where I am – look for funding
- Have a lot of wheels to turn before we even consider this

Chairman Walker commented:

- Would like to see that Animal Facility up and operating
- Those folks have worked hard to raise funding and waited a long time
- The sooner we can get that in place, the better off the county will be – helping the animal control process throughout the county
- Would it be possible to run a small line (in the short term) from the community college to the animal facility location – would probably be very inexpensive and could be done quickly

County Manager Morris responded:

- Don't have an answer without looking at engineering due to the elevation change
- Would need to research that

Vice Chairman Lankford responded:

- We have already run a separate line to NCDOT
- Believe it would not be any problem

Chairman Walker commented:

- Would like to have some cost figures at the next meeting regarding running a line from the community college/NCDOT

The Board discussed placing the item back on the Discussion Agenda for the next meeting.

Vice Chairman Lankford stated he would like to have it on the last meeting in December.

Commissioner Mendenhall stated next meeting.

Commissioner Booth stated last meeting in December.

Chairman Walker stated next meeting unless Director Delehant needs more time to research the questions.

Commissioner Jones concurred with Chairman Walker.

Chairman Walker, with a majority of the Board, directed the Clerk to place the item on December 11<sup>th</sup> Action Agenda.

Commissioner Booth requested the following information for the next meeting:

- Footage from NCDOT to the animal facility site – believe putting a water line would be a minimal cost with probably no issues

Chairman Walker commented:

- Would like to know what impact any funding spent on this type project would have on the existing enterprise fund along with any impact on the existing customers

### **Jail Expansion Project**

County Manager Rick Morris presented the following documents needed for submission to the Local Government Commission for interim financing for the jail expansion project:

- Proposed Bid – PNC- Installment Financing Contract
- Proposed Deed of Trust, Security Agreement and Fixture Filing
- Proposed Resolution – Approving a Contract and a Deed of Trust with Respect There and Delivery Thereof and Providing for Certain Other Related Matters

### **Proposed Resolution:**

#### **EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS**

A regular meeting of the Board of Commissioners of the County of Stokes, North Carolina, was duly held on November 27, 2017 at 6:00 p.m. in the Commissioner's Chambers on the 2<sup>nd</sup> Floor of the Administration Building located at 1014 Main Street, Danbury, North Carolina. Chairman Jimmy Walker presiding.

The following members were present:

The following members were absent:

\_\_\_\_\_ presented the following resolution, copies of which having been made available to the Board of Commissioners, for adoption:

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF STOKES, NORTH CAROLINA, APPROVING A CONTRACT AND A DEED OF TRUST WITH RESPECT THERETO AND DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**

**WHEREAS**, the County of Stokes, North Carolina (the "*County*") is a validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "*State*");

**WHEREAS**, the County has the power, pursuant to the General Statutes of North Carolina to (1) purchase real and personal property, (2) enter into installment financing contracts in order to finance the purchase of real and personal property used, or to be used, for public purposes, and (3) finance the construction of fixtures or improvements on real property by contracts that create in the fixtures or improvements and in the real property on which such fixtures or improvements are located a security interest to secure repayment of moneys advanced or made available for such construction;

**WHEREAS**, the Board of Commissioners of the County of Stokes, North Carolina (the "*Board of Commissioners*"), has previously determined that it was in the best interest of the County to (a) enter into an Installment Financing Contract (the "*Interim Contract*") with PNC Bank, National Association (the "*Bank*") in order to obtain funds sufficient to construct a jail facility in the County (the "*Project*") and (b) enter into a deed of trust and security agreement (the "*Interim Deed of Trust*") related to the County's fee simple interest in the real property on which Project will be located (the "*Site*");

**WHEREAS**, the County expects to discharge this Interim Contract upon completion of the construction of the Project, at which time the County will enter into an installment financing contract with either the United States Department of Agriculture, the County's financing corporation or a financial institution to be determined (the "*Long-Term Contract*," and together with the Interim Contract, the "*Contracts*") and execute and deliver a deed of trust, security agreement and fixture filing (the "*Long-Term Deed of Trust*," and together with the Interim Deed of Trust, the "*Deeds of Trust*") securing the County's obligations under the Long-Term Contract;

**WHEREAS**, the Board conducted a public hearing with respect to the Project at this meeting to receive public comments on the proposed financing, the Contracts and the Deeds of Trust and the County has filed an application with the LGC for approval of the LGC with respect to the County entering into the Contracts;

**WHEREAS**, there has been presented to the Board the forms of the Interim Contract and the Interim Deed of Trust (collectively, the "*Instruments*"), copies of which are attached hereto, which the County proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing at a variable rate of interest and for a maximum principal amount of \$6,600,000, all as further specified in the Instruments;

**WHEREAS**, it appears that each of the Instruments is in appropriate form and is an appropriate instrument for the purposes intended;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF STOKES, NORTH CAROLINA, AS FOLLOWS:**

**Section 1. Ratification of Prior Actions.** All actions of the County, the County Manager, the Finance Director of the County and the Clerk to the Board and their respective designees in

**Section 2. *Approval, Authorization and Execution of Instruments.*** The County hereby approves the financing of the Project in accordance with the terms of the Interim Contract, which will be a valid, legal and binding obligation of the County in accordance with its terms. The County hereby approves the amount advanced by the Bank to the County pursuant to the Interim Contract in an aggregate principal amount not to exceed \$6,600,000, such amount to be repaid by the County to the Bank as provided in the Interim Contract, including from the proceeds of the Long-Term Contract, currently expected by June 30, 2017. The form, terms and content of the Instruments are in all respects authorized, approved and confirmed, and the Chairman, the County Manager, the Finance Director of the County and the Clerk to the Board or their respective designees are authorized, empowered and directed to execute and deliver the Instruments for and on behalf of the County, including necessary counterparts, in substantially the forms attached hereto, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions, and that from and after the execution and delivery of the Instruments, the Chairman, the County Manager, the Finance Director of the County and the Clerk to the Board or their respective designees are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Instruments as executed.

*Section 4. Severability.* If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration does not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing resolution entitled: **“RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF STOKES, NORTH CAROLINA, APPROVING A CONTRACT AND A DEED OF TRUST WITH RESPECT THERETO AND DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS”** was duly adopted by the following vote:

NAYS:

November 27, 2017



I, DARLENE M. BULLINS, Clerk to the Board of Commissioners of the County of Stokes, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled: “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF STOKES, NORTH CAROLINA, APPROVING A CONTRACT AND A DEED OF TRUST WITH RESPECT THERETO AND DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**” was adopted by the Board of Commissioners of the County of Stokes, North Carolina, at a meeting held on the 27th day of November, 2017.

***WITNESS*** my hand and the corporate seal of the County of Stokes, North Carolina, this the 27th day of November, 2017.

(SEAL)

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Darlene M. Bullins  
Clerk to the Board of Commissioners  
County of Stokes, North Carolina

County Manager Morris commented:

- Board needs to award the bid to PNC, approve the Deed of Trust and proposed Resolution in order to keep the process going
- Confirmed with Finance Director Edwards that the current interest rate is 1.07%

Finance Director Edwards commented:

- The interest rate will change each month
- Financial Advisor Carter noted that the rate should not go much higher based on the trend and could even go lower

Vice Chairman Lankford confirmed with Finance Director Edwards that it was not a fixed rate.

County Manager Morris requested the item be moved to tonight’s Action Agenda in order to not hold up the jail expansion project.

Commissioner Booth commented:

- Confirmed with Finance Director Edwards that this is an interim loan to get the jail constructed and then financing will be with USDA
- Confirmed with Finance Director Edwards that PNC did do long-term loans, but the interest rate would be much higher
- Confirmed with Finance Director Edwards that the project should be approximately 18 months

The Board had no issues placing the item on tonight’s Action Agenda.

With no objections, Chairman Walker directed the Clerk to place the item on tonight's Action Agenda.

### **Recreational Options – Implementation of Recreation Taskforce**

Chairman Walker presented the following comments regarding the Agenda item:

- Many times over the past several years, have been approached by citizens in various parts of the county (recently from the Walnut Cove area) regarding a recreational facility in this part of the county
- Some similar to the "Y" in King, Armfield Center in Pilot Mountain, etc.
- It would meet a need for this area which could be used and appreciated by our citizens
- Vice Chairman Lankford made an interesting comment about having a facility in this area at a previous meeting
- Noted at that time and still maintain that commitment that I would do my part – whatever that might be – to make that happen
- Have discussed having a TaskForce which could possibly start this process
- Know we need a recreational plan for our county
- Lot of work to be done to make it happen
- If we don't get started, it will never happen
- Believe there is citizen interest – possibly the highest I have seen since I became a commissioner
- Appreciate what the "Y" has done
- To me, the "Y" has had meager resources to work with
- To really have addressed the recreational needs in this county, the "Y" would have needed much stronger support and much better funding than what they have had over the years
- Been given the same amount for many, many years
- Believe they have tried to meet at least an assortment of recreational needs with that particular amount of funding
- Believe the funding that the "Y" has been receiving would allow only a certain portion of the recreational needs to be met

Chairman Walker opened the floor for questions/discussion/comments.

Clerk Bullins noted the following:

- United States Department of Agriculture (USDA) Representative Josh Carswell could not be at tonight's meeting, but could be at the December 11<sup>th</sup> meeting to discuss possible options

Chairman Walker responded:

- Was at a recent meeting involving USDA Representative John Carswell
- USDA Representative Carswell is very accommodating, very down to earth, and very helpful – lucky to have USDA Rep. Carswell

- Just out of curiosity, questioned USDA Rep. Carswell if a community center is in the range for securing USDA funding
- USDA Rep. Carswell responded – something along the lines of “absolutely”
- Not sure if USDA could address our situation, but could open the door for another option and could put something on a really fast track to have it in place
- Hope USDA Rep. Carswell can come after the first of next year to discuss possible options

Vice Chairman Lankford commented:

- Believe having USDA representative here is a good plan of direction before starting a TaskForce
- Need to get all the information we can before implementing a TaskForce
- Would agree the first of the year would be a good time to have the USDA representative here

Clerk Bullins reiterated that the USDA representative is scheduled for the December 11<sup>th</sup> meeting.

Clerk Bullins continued:

- USDA Rep. Carswell does not usually work on Monday and has already rearranged his schedule to be here on December 11<sup>th</sup>

Commissioner Booth commented:

- Must remember this is a USDA loan – not a grant
- Believe there are grants available which could help with only having to borrow a minimal amount from USDA
- Reviewed the information provided by the Clerk from Surry County about the PARTF grants that Surry County has received
- Confirmed with Clerk Bullins that the Surry County Manager noted that the Armfield Center was started by a foundation
- Lot of things to look at
- Open to looking into this

Chairman Walker commented:

- Commissioner Booth made some very good points
- Hope if the money has to be borrowed, there will be a plan to repay the loan
- Need to look at all options with a goal to make it happen
- Need to get the pieces to fix
- Lot of work to be done
- Need to look at this possibly being run by a non-profit or a foundation – need to look at this in the early stages

Commissioner Booth responded:

- Need to have a complete plan in place

Commissioner Jones commented:

- Also reviewed the information provided by the Clerk
- Noticed the PARTF application is a pretty involved application
- This is not going to happen overnight
- This will be a recurring cost – maintenance, staffing, etc.
- This has to be a true commitment from the County
- Think it is a good thing to start researching
- Reviewed the Caswell Recreation Comprehensive Plan provided by the Clerk
- Have been looking at various parks and what each one has to offer
- Need to consider expanding Moratock Park – believe there was a study done about expanding Moratock Park
- Would also suggest asking Ashley Turner, manager for the recent King playground, to be on the TaskForce
- Lot of work to be done

Chairman Walker commented:

- The sooner we get started, the sooner we get something accomplished
- Also have about forty (40) acres in Meadows that would be good for a park
- Could become a destination place- tourism

Commissioner Jones commented:

- Passed Farris Park which had a lot of things going on

Commissioner Mendenhall commented:

- Believe getting all the information possible needs to be our first step
- Need to get clarification of what this Board would like to do
- Have a lot of questions
- If you read the Stokes News a few weeks ago, there was mention of a recreational facility on the northern end of the county
- Live between Quaker Gap and Meadows – almost in the middle of Stokes County
- Have had several people (several from the North Stokes area) to approach me expressing recreational needs on the northern side
- Have also had people from Walnut Cove and Pine Hall - wanting to know about where the Board is considering
- Reiterated that we need all the information we can get
- Need to narrow down possible locations
- Need to look at all options
- Need to see what this Board can agree on – may have five (5) different locations/ideas
- Also want information from the citizens – see what the needs of our citizen are
- Lots of information gathering needed
- Lots of clarification needed

Commissioner Jones commented:

- Forsyth Tech may have some plans

Chairman Walker responded:

- Have also been asked about the newspaper article – what part of the northern side
- Need to look at all options
- Will support anything that appears to be good for the county and improves the recreational needs of the County
- Another question would be what involvement would there be with the “Y”
- YMCA Director Derek Edwards is in attendance tonight
- Lots of work to do
- Like Commissioner Mendenhall suggested - talking to the citizens – finding out their needs
- Propose the following: gather all the information possible and place back on the Agenda after the first of the year
- Start thinking about the TaskForce
- Really glad we are starting on this project

Clerk Bullins reiterated that USDA Rep will here on December 11<sup>th</sup>.

Chairman Walker, with full consensus of the Board, directed the Clerk have the USDA Rep here on December 11<sup>th</sup> and place the item back on the first meeting in January.

#### **Proposed Bids – Clerk of Superior Court – Equipment**

County Manager Rick Morris presented the following information regarding proposed bids for a Court Filing System:

- Clerk of Court Jason Tuttle requested funding for the installation of an office file storage system in his Fiscal Year 2017-18 budget request
- No funds were allocated in the final 2017-18 approved budget
- Clerk Tuttle is requesting that this item be taken back to the Board of County Commissioners for discussion and funding
- Quotes secured for the installation of a smaller version of his original budget request:
  - Grier Interiors – Space Pro Filing System - \$47,722.00
  - Grier Interiors – Kompakt Filing System - \$50,076.00
  - Patterson-Pope – Space Saver Filing System - \$70,512.00
- A few years ago, a Kompakt Brand Filing System was installed at Social Services
- Last year, a Kompakt Brand Filing System was installed in the Register of Deeds vault
- Per Finance Director Julia Edwards, funding source for this filing system would be from the County’s Fund Balance
- Would recommend Grier Interiors – Space Pro Filing System - \$47,722.00 – low bid
- Action Agenda for the December 11<sup>th</sup> meeting

Chairman Walker opened the floor for questions/discussion/comments.

Commissioner Jones commented:

- Did not believe there was enough information provided during the budget work sessions – that is why it was not considered
- Do believe the Board should consider the request

Vice Chairman Lankford responded:

- The reason it was not considered during the budget was the lack of bids – only presented one bid

Commissioner Booth commented:

- Don't think I ever got the answer regarding a safe near courtroom "C" that is not being used
- Would like to look at the safe near courtroom "C" before purchasing anything

Finance Director Edwards commented:

- The original request in the budget was approximately \$124,000
- This is a smaller version that will save funding

Commissioner Booth reiterated that he would like to know the information about a possible safe in Courtroom "C" that might be able to be used.

Clerk Bullins noted that Clerk to the Court Tuttle had looked into the safe question and there was no safe in that area.

County Manager Morris confirmed with Board to have a Budget Amendment with the amount of the low bidder ready for the Board of the December 11<sup>th</sup> meeting.

Chairman Walker, with consensus of the Board, directed the Clerk to place the item on December 11<sup>th</sup> Action Agenda and to include a Budget Amendment to allocate funding for the Board to consider.

Commissioner Booth confirmed with County Manager Morris that he had not heard any complaints from DSS or Register of Deeds regarding their systems.

Manager Morris noted that he would verify with Register of Deeds Young and DSS Director Elmes regarding their systems.

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

County Manager Rick Morris presented the following request from DSS Director Stacey  
November 27, 2017

Elmes regarding the external posting of a Processing Assistant III:

- DSS currently has an internal posting for a Processing Assistant III
- Internal Posting will close on 11-21-2017 at 5:00 pm
- Unsure whether there will be any internal applicants for this posting
- At the moment, there have been no applications received for the vacancy
- Would request to post the position externally on 11-28-17 as the clerical unit is very small and the absence of a worker causes a huge barrier to work being completed
- Would request this item be moved to tonight's Action Agenda

Chairman Walker opened the floor for questions/discussion/comments.

The Board had no issues with the request.

The Board had no issues with moving the item to tonight's Action Agenda.

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

#### **Appointment – Town of Danbury – Planning and Zoning Board - ETJ**

County Manager Rick Morris presented the following appointment request from the Town of Danbury:

- Term for ETJ appointee Melinda Ring will expire on December 7, 2017
- Ms. Ring has expressed interest in being considered for reappointment
- Action Agenda for the December 11<sup>th</sup> meeting

Chairman Walker opened the floor for nominations.

Commissioner Jones nominated Melinda Ring for the Town of Danbury – Planning and Zoning – ETJ appointment.

Chairman Walker entertained a motion to close the nominations.

Commissioner Booth moved to close the nominations. Commissioner Jones seconded the motion.

With no further nominations, the motion carried unanimously.

Chairman Walker, with full consensus of the Board, directed the Clerk to place the

item on the December 11<sup>th</sup> Action Agenda.

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

### **Proposed Performance Agreement Between Stokes County & Cardinal Innovations HealthCare**

Chairman Walker entertained a motion regarding the following proposed Performance Agreement between Stokes County and Cardinal which was presented at the November 13<sup>th</sup> meeting:

**PERFORMANCE AGREEMENT  
BETWEEN  
STOKES COUNTY AND CARDINAL INNOVATIONS HEALTHCARE  
  
FOR THE PROVISION OF MENTAL HEALTH, INTELLECTUAL/DEVELOPMENTAL  
DISABILITIES, AND  
SUBSTANCE USE SERVICES IN STOKES COUNTY**

This Performance Agreement (“Agreement”) between Stokes County (“County”) and Cardinal Innovations Healthcare (“Cardinal Innovations”) defines the operational relationship, expectations, and responsibilities of the Parties. Cardinal Innovations is the Local Management Entity – Managed Care Organization (“LME/MCO”) that is designated for the management of publicly funded mental health, intellectual/developmental disabilities and substance use services for the residents of the County subject to all requirements of LME/MCOs under Chapter 122C of the North Carolina General Statutes and the requirements of the 1915(b)/(c) Medicaid Waivers for recipients whose Medicaid county of residence is Stokes County.

#### **Nature and Terms of Agreement**

This Agreement shall be effective January 1, 2018 and shall remain in effect until such time that a new agreement is executed or terminated in accordance with the provisions of this Agreement.

#### **Responsibilities of the Parties**

Consistent with its long-standing practice, Cardinal Innovations agrees that all Maintenance of Effort (“MOE”) mental health, intellectual/developmental disabilities, and substance use services funds received from the County will be used within the County.

Based on the aforementioned provision, the County expects its MOE funding to be used for the delivery of mental health, intellectual/developmental disabilities, and substance use services in the County. The Parties enter into this Agreement to memorialize the process for the use and expenditure of the County’s MOE funds.

- During the third quarter of each State Fiscal Year (January-March), Cardinal Innovations and County management will meet for the purpose of review and discussion regarding allocation and expenditure of MOE funds. With input from various community stakeholders to include the local community board, the annual Needs Assessment/Gaps Analysis completed by Cardinal Innovations and other



relevant information, the County will develop its annual County Funding Plan that specifies priority services and/or initiatives to be funded with the County MOE funds.

- Any MOE funds unused or unearned in the annual County Funding Plan shall be set aside, at the direction of the County's Chief Financial Officer, in a separate reserve for the support of future local mental health, intellectual/developmental disabilities, and substance use service needs or returned to the County for reallocation if requested by the County.

**The County agrees to:**

1. Assure the appointment of County residents to serve on the local Stokes Community Board in accordance with its applicable bylaws.
2. Negotiate an annual Performance Agreement with Cardinal Innovations to establish clear expectations for the quality and quantity of services with respect to the MOE funds.
3. Allocate available funds to Cardinal Innovations to support mental health, intellectual/developmental disabilities and substance use services for County residents in accordance with service priorities established by the Division of MH/DD/SA Services of the North Carolina Department of Health and Human Services, the Cardinal Innovations Board of Directors, and the Stokes County Board of Commissioners.
4. Lead discussions and planning resulting in development of an annual County Funding Plan that specifies priority services and/or initiatives to be funded with MOE funds. Input from various Stakeholder Groups, the Cardinal Innovations' annual Needs Assessment/Gaps Analysis and other relevant information is reviewed and considered in Plan development.
5. The County Funding Plan shall be finalized and submitted to Cardinal Innovations Healthcare by the first of June annually to ensure timely processing of MOE allocations into Cardinal Innovation's overarching annual budget process.
6. County agrees to submit funds to Cardinal on a regular basis – either monthly or quarterly.
7. Receive and review reports on the performance of Cardinal Innovations as the manager of publicly funded services.
8. Encourage, support and provide educational opportunities to individuals residing in Stokes County through established training curriculums offered by Cardinal Innovations Healthcare (e.g., Crisis Intervention Team, Mental Health First Aid, Suicide Prevention - QPR, etc.)
9. Request Cardinal Innovations support as needed from Stokes County's local Senior Community Executive to discuss and/or address high profile or emerging community issues.

**Cardinal Innovations agrees to:**

1. Carry out the functions, responsibilities and duties of a multi-county LME/MCO as required by N.C. Gen. Stat. §§ 122C-115.4 and 117 for the benefit of the residents of the County and by the 1915(b)/(c) Medicaid Waivers for recipients whose Medicaid county of residence is the County.
2. Collaborate with the County to develop an annual Performance Agreement that specifies expectations and responsibilities of the Parties.

3. Conduct annual Needs Assessment/Gaps Analysis; seek stakeholder input and support community planning to identify and address needs.
4. Communicate to the County information and recommendations of the local Community Board related to service gaps, needs, and priorities.
5. Participate with the County on development of the annual County Funding Plan that specifies providers, services, and/or initiatives to be funded with the County MOE funds.
6. Deliver presentations to the County Board of Commissioners (at times and frequencies mutually agreed upon) that address status of providers and services, MOE funding utilization, and local behavioral health initiatives.
7. Develop and submit an annual County MOE budget to support activities as the LME/MCO and make requests for funding to the County following prescribed guidelines.
8. Provide its annual Audited Financial Statement to the County.

### **Specific Performance Expectations**

In addition to the general responsibilities outlined above, Cardinal Innovations agrees to the following specific performance expectations.

1. Behavioral Health Services  
Maintain a continuum of services for mental health, intellectual/developmental disabilities and substance use conditions to the maximum extent possible within published standards for access to care and within financial constraints.
2. Stokes Opportunity Center  
Maintain vocational services and/or appropriate community-based services for individuals with intellectual/developmental disabilities and/or mental illness to the maximum extent possible within financial constraints and requirements of the Division of Medical Assistance and/or the Division of Mental Health, Developmental Disabilities and Substance Abuse Services; promote evidence-based or best practice clinical approaches; explore alternatives that maintain clinically appropriate service levels at less cost.
3. Quarterly Reporting  
Provide quarterly presentations to the Stokes County Commissioners that describe:
  - a. Status of expenditures on County Maintenance of Effort funds.
  - b. Service access, service utilization and provider data as applicable for Stokes County residents.
  - c. Number and demographics of Stokes County residents served during the period.
  - d. Updates on annual Needs Assessment/Gaps Analysis and progress made in filling gaps.
  - e. Updates on annual client/family member and provider satisfaction surveys conducted under the leadership of the NC Division of Mental Health, Developmental Disabilities and Substance Abuse Services.
4. Financial Goals  
Pursue all reasonable means to increase revenues from non-county budget sources to assist the County in providing services responsive to the behavioral health needs of County residents.
5. Corrective Actions/Sanctions for Non-Performance

It is in the best interest of the citizens of Stokes County, and particularly of those receiving services from Cardinal Innovations or its contractors, that every effort be made to achieve the levels of performance required in this Agreement. If Cardinal Innovations does not meet the performance expectations outlines in this agreement, it will recommend a Plan of Correction to the County Manager. The Plan of Correction will include the name of the individual who is responsible to act, the activity or task to be undertaken, the outcome expected and the date by which the action is to be completed.

#### **Amendments**

This Agreement may be amended upon the mutual consent in writing of the Parties.

#### **Termination**

This Agreement may be terminated, in whole or in part, by mutual consent of the Parties.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**IN WITNESS WHEREOF**, the Parties hereby execute and deliver this Agreement as of the Effective Date set forth above.

#### **Stokes County**

#### **Cardinal Innovations Healthcare**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Commissioner Jones moved to approve the proposed Cardinal Innovations Performance Agreement.

Chairman Walker noted the motion dies for lack of a second.

Chairman Walker opened floor for questions/discussion/comments.

Vice Chairman Lankford commented:

- Due to the things happening with Cardinal Innovations at the time, believe the item needs to be tabled
- Would not be comfortable approving or disapproving because of all the questions that need to be answered
- Don't know who will be running Cardinal once DHHS is out of the picture
- Need that information

Vice Chairman Lankford moved to table the Proposed Performance Agreement between Stokes County and Cardinal Innovations HealthCare indefinite. Commissioner Jones seconded the motion.

Chairman Walker opened the floor for questions/discussion/comments;

Commissioner Jones commented:

- I am just about as equally concerned of not approving
- From what I am reading, it looks like we are not supposed to be affected
- Would like to know what DHHS is thinking
- Would like to have some direction of what is best for the county
- Believe we need more information from DHHS

Commissioner Booth commented:

- Want to make sure, by not signing this agreement, we are not jeopardizing mental health services for our citizens

Vice Chairman Lankford commented:

- Know that DHHS is temporarily taking over, but could not have Cardinal once everyone is settled

County Manager Morris responded:

- Do not believe it would hurt anything by waiting until next meeting to decide
- Could see what happens within the next two (2) weeks
- Read the following from the article – “During this interim period, DHHS staff will be on site at Cardinal Innovations and will work closely with Interim CEO TreySutten and other Cardinal staff to manage and stabilize the organization, hire additional executive team members and develop a corrected action plan to bring Cardinal into compliance with all applicable laws”

Commissioner Mendenhall commented:

- On the Cardinal Advisory Council – recent meetings have been very serious
- Former Commissioner Inman is the Board chair
- There are a lot of questions that need to be answered
- Agree with Vice Chairman Lankford to table
- Believe Vice Chairman Lankford’s motion to table is a wise decision

The motion carried unanimously.

### **Proposed Franchise Agreement with LifeStar Emergency Services, LLC**

Chairman Walker entertained a motion to approve the following proposed Franchise Agreement with LifeStar Emergency Services, LLC presented at the November 13<sup>th</sup> meeting:

**FRANCHISE AGREEMENT WITH  
LIFESTAR EMERGENCY SERVICES, LLC**

**THIS FRANCHISE AGREEMENT is made and entered into by and between Stokes County, a political subdivision of the State of North Carolina, hereinafter referred to as “County”; and LifeStar Emergency Services, LLC, hereinafter referred to as “LifeStar”;**

**WITNESSETH:**

**WHEREAS,** Stokes County adopted an Ordinance Governing the Franchising of Ambulance Services in Stokes County; and

**WHEREAS,** Stokes County has determined a need for nonemergency ambulance service within Stokes County in order to assure the provision of an adequate and continuing level of ambulance services to residents of Stokes County, and to preserve, protect and promote the public health, safety and welfare; and

**WHEREAS,** LifeStar Emergency Services, LLC has submitted to Stokes County an application for an ambulance franchise; and Stokes County has determined that LifeStar meets state standards and the standards required by the Ordinance Governing the Franchising of Ambulance Services in Stokes County; and

**WHEREAS,** Stokes County has agreed to grant to LifeStar Emergency Services, LLC, a non-exclusive franchise to operate a non-emergency ground ambulance service within Stokes County, subject to the terms and conditions hereinafter set forth;

**NOW THEREFORE,** Stokes County hereby grants to LifeStar Emergency Services, LLC, a non-exclusive franchise to operate a non-emergency ground ambulance service within Stokes County, in accordance with the following terms and conditions:

1. LifeStar may provide non-emergency ground ambulance services within the boundaries of Stokes County, or provide services that begin within Stokes County and terminate outside the County, or begin outside the County and terminate within the boundaries of the County.
2. LifeStar may provide emergency services only when specifically authorized by the Stokes County Emergency Services Director.
3. LifeStar shall operate as support response or backup for the Stokes County Emergency Services Department during a catastrophe or emergency when requested and deemed necessary by the Stokes County Emergency Services Director or his/her designee.
4. LifeStar shall respond in a timely manner to all service requests authorized within Stokes County pursuant to this Agreement; and maintain the resources, including personnel, equipment and vehicles within Stokes County to timely respond.

5. LifeStar shall at all times be licensed to operate the ambulance service under the laws of the State of North Carolina, including those relating to certification as to equipment, vehicles, and personnel. LifeStar shall at all times comply with all applicable federal, state, and local laws, including the provisions of Article 7 of Chapter 131 E of the North Carolina General Statutes to the extent they apply.

6. LifeStar shall at all times maintain workers' compensation, vehicle, business and general liability and property damage insurance coverage relating to the operations and personnel of the ambulance service as reasonably required by Stokes County. Certificates of insurance shall be provided when requested by the County.

7. LifeStar shall charge only such fees for ambulance services as are approved by the Stokes County Board of Commissioners for such services within the County.

8. This Franchise Agreement includes, and is subject to all the terms and conditions of an operational agreement detailing the specific standard operating procedures of LifeStar, which agreement shall be executed by LifeStar and the Stokes County Emergency Services Director. Said agreement is attached hereto and incorporated herein by reference. The Stokes County Emergency Services Director shall approve the name of the franchise operator or service within Stokes County that is publicized and identified on its vehicles. Emergency and nonemergency transportation services are defined for the purposes of this ambulance franchise ordinance.

9. This franchise is non-transferable and shall be subject to suspension, revocation or termination by the Board of County Commissioners or the County Manager pursuant to the provisions of Section 10 of the Stokes County Franchise Ordinance Governing Ambulance Services in Stokes County, in the event of (a) the violation of any of the conditions and restrictions contained herein; or (b) breach of the operational agreement as approved by LifeStar and the Stokes County Emergency Services Director; or (c) abandonment of the franchise or discontinuance of the exercise of the franchise privileges granted.

10. LifeStar shall permit access by representatives of Stokes County at all reasonable times to the premises, personnel, equipment and records of LifeStar, to verify compliance with the conditions and restrictions of this franchise agreement. LifeStar shall at all times maintain and make available records relating to the franchise and operations, including but not limited to permits, personnel information and certifications, equipment, agreements, and insurance coverage.

11. This Franchise Agreement is subject to all terms and conditions set forth in the Ordinance Governing the Franchising of Ambulance Services in Stokes County.

12. This Franchise Agreement shall be effective upon its execution by the duly authorized Manager of LifeStar, and is granted for a period of two (2) years, beginning on said date.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2015 on behalf of Stokes County:

## STOKES COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Chairman of the Board Clerk to the Board

The terms and conditions of this Franchise Agreement are agreed to and accepted this \_\_\_\_ day of \_\_\_\_\_, 2015.

### LIFESTAR EMERGENCY SERVICES, LLC

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

Name: \_\_\_\_\_, Manager

#### Stokes County Operational Procedures For Private Providers

1. This operational procedures agreement assigns authority for Private Providers to operate point-to-point, EMT level patient care and transportation services within the corporate limits of Stokes County; or provide services that begin within Stokes County and terminate outside the county; or begin outside of Stokes County and terminate within the county. The Private Provider's base of operation may reside in an adjoining county in Stokes County, and may operate a satellite base within Stokes County.
2. All Private Provider's must:
  - a. Demonstrate to the Stokes County Emergency Medical Services, hereinafter referred to as "SCEMS", and the Stokes County Manager's office that all applicable and required insurance coverage as it pertains to worker's compensation, liability, and property damage coverage is in place and continuously valid. (See Ordinance Governing the Franchising of Ambulance Services in Stokes County)
  - b. Be Credentialed in accordance with Title 10 – North Carolina Department of health and Human Services (DHHS) Chapter 3 – Facility Services Subchapter 3D – Office of Emergency Medical Services Regulations Section .2607 – General Ambulance: Vehicle and Equipment Requirements.
  - c. Function in accordance with the Stokes County EMS System Plan.
  - d. Provide to the Stokes County Director of Emergency Services, or his/her designee, copies of current licenses, permits, and/or credentials related to company operations in Stokes County within three (3) days of receiving same.
  - e. Provide to the Stokes County Director of Emergency Services, or his/her designee, written notice of denial, suspension or revocation of an/or restrictions to any licenses, permits, and/or credentials defined in Item 2B within three (3) business days of receiving notice of same.
3. All Private providers agree to assist SCEMS by responding with ambulances and personnel, when so requested by SCEMS, to emergency calls, disaster, Multicasualty Incidents (MCIs) and/or in case of system overload.

4. When responding to any call for service or incident, all Private Providers agree that upon evaluation of the patient(s) by their personnel, it is determined that and Advanced Life Support (ALS) or emergency care and transport is in the best interest of the patient(s), immediate contact the Stokes County 9-1-1 Communications (“Stokes Control”) will be established via radio or telephone to coordinate the appropriate response of SCEMS resources.
  - a. If at any time a Private Provider is uncertain about the need of ALS care or transport, personnel shall immediately establish contact with communications via radio or telephone with the on an duty SCEMS Administrative Officer (Shift Supervisor, Relief Supervisor, Training Officer, Assistant Director or Director)
5. Private providers should not run “Emergency Traffic” with their apparatus unless so dispatched by Stokes County 9-1-1 Communications. In situations involving degradation in the patient’s condition once Private Provider care has been initiated, the Private Provider shall notify the Stokes County 9-1-1 Communications that they are upgrading to emergency traffic and request an ALS intercept. If it is determined by the on duty Stokes County EMS Administrative Officer the Private Provider could reach an appropriate medical facility before and ALS intercept could occur, the Private Provider should continue the transport emergency traffic using extreme caution doing so. ALS intercept with neighboring counties is also acceptable when transport has taken the Private Provider outside of Stokes County.
  - a. All Private Providers must maintain records of all transports conducted emergency traffic, and all requests for ALS intercepts, and provide complete documentation to SCEMS as part of their monthly reports. All Private Provider transports conducted emergency traffic and all requests for ALS intercept will be audited by SCEMS. Statistics only must be forwarded to the Stokes County 9-1-1 Communications.
6. All private Providers must continuously comply with all Federal, State and Local policies, rules and ordinances respective to ambulance service operations. The quality of services rendered by all Private Providers will be continuously monitored by the Stokes County Emergency Services Director or his/her designee.
  - a. Private Providers must respond in a timely manner to all requests for services within Stokes County, and maintain sufficient resources including personnel and apparatus within Stokes County to ensure a timely response. Private Providers are responsible for maintaining records of the following times on all calls conducted in Stokes County, whether received directly or via Stokes County 9-1-1 Communications. The following times, at a minimum, must be documented:
    - i. Call Received Time: Call Received Time is Defined as recorded time in hh:mm:ss, that the public or Stokes 9-1-1 Communications notifies the Private Provider that services are requested.
    - ii. Dispatch Time: Dispatch Time is Defined as the time, recorded in hh:mm:ss that the ambulance dispatched to a call.
    - iii. Enroute Time: Enroute Time is defined as the time, recorded in hh:mm:ss, that the ambulance wheels begin turning for a response to a call.
    - iv. Patient Contact Time: Patient Contact Time is defined as the recorded time in hh:mm:ss, that the Private Provider personnel make initial physical contact with the patient in need of services.



- v. **Transport Begin Time:** Transport Begin Time is defined as time, recorded in hh:mm:ss, that the ambulance wheels begin turning for transport of the patient(s) to a medical facility or alternate destination. (i.e. Residence)
- vi. **Arrival at Destination:** Arrival at Destination Time is defined as time recorded in hh:mm:ss, that the ambulance arrives at the determined location.
- vii. **Call Complete Time:** Call Complete Time is defined as the time, recorded in hh:mm:ss, that the ambulance is clear from a call is available for the next assignment.
- viii. **Chute Time:** Chute Time is defined as the time that elapses from Dispatch Time to Enroute Time.
  - 1. Private Providers must maintain a 90% Fractile Chute Time of 00:03:00 or less on any non-emergency call dispatched by Stokes County 9-1-1 Communications.
  - 2. Private Providers must maintain a 90% Fractile Chute Time of 00:01:00 or less on any emergency call dispatched by Stokes County 9-1-1 Communications.
- ix. **Scene Time:** Scene Time is defined as the time that elapses from Patient Contact Time to either patient Transport Begin Time or Call Complete Time dependent upon call disposition.
- x. **Transport Time:** Transport Time is defined as the time that elapses from Transport Begin Time until Arrival at Destination Time.
- b. The allowed fees for ambulance services within Stokes County will be determined by the Stokes County Board of Commissioners. (see Ordinance Governing the Franchising of Ambulance Services in Stokes County) No other fees should apply without the consent of the Board of Commissioners. Charging of fees other than those approved by the Board of Commissioners may result in the revocation of the Private Provider's Franchise to operate in Stokes County. All requests for adjusts must be submitted to the Stokes County Director of Emergency Services.
  - i. A Private Provider shall Charge the approved Basic Life Support (BLS) Non-emergency rate for all calls for services that are scheduled and/or received directly by the Private Provider.
  - ii. A private Provider shall charge the approved BLS- Emergency rate only for those calls dispatched via Stokes County 9-1-1 Communications to respond to assist or as back-up to SCEMS.
- c. All Private Providers agree when one of their ambulances requests an ALS intercept with a SCEMS Paramedic for a Medicare/Medicaid patient and the ALS treatment is rendered by said paramedic, the Private Provider will bill Medicare/Medicaid at the approved ALS rate and reimburse SCEMS the difference between the amount collected and the normal BLS allowable charge. SCEMS will submit an invoice to the Private Provider and reimbursement will occur within thirty (30) days of receipt of payment from Medicare/Medicaid to the Private Provider.
- d. All Private Providers must provide service based on medical necessity or need, without consideration for the patient's ability to pay for services rendered.

- e. When there are more than one Private Providers operating in Stokes County, Stokes County 9-1-1 Communications will make every attempt to distribute non-emergency requests for service via 9-1-1 evenly, where the dispatch classification is determined to be a truly Non-emergency call. All providers understand that errors in the rotation system may occur and that rotation is based on known availability. Furthermore, all Private Providers agree to hold Stokes County personnel and its agencies harmless for such errors that may occur.
- f. Any emergency call received at the Private Provider's base or satellite station will be immediately referred to Stokes County 9-1-1 Communications personnel to determine the appropriate response warranted for the call.
- g. It is the responsibility of the Private Provider to maintain the appropriate number of units to meet the demands during the published hours. These hours will be mutually agreed upon by the Private Provider, the Director of Stokes County EMS and the County Manager.
- h. All Private Providers must provide a monthly report to the SCEMS Director or his/her designee, that includes all data as outlined in the Ordinance Governing the Franchising of Ambulance Services in Stokes County. This report must be submitted electronically in .xls format no later than the 10<sup>th</sup> day of the following month. (i.e. The July 2015 report would be due on/or before August 10, 2015.)
- i. All private Providers agree to make any, and all, records available upon the request of the Director of Stokes County EMS or his/her designee.
- j. The Private Provider is responsible for updating personnel rosters, vehicle information and provider information in the North Carolina Office of EMS Certification and Inventory (CIS). New personnel must be added in CIS prior to working their first shift and terminated employees must be removed from CIS within one (1) business day of said termination.
- k. A Private Provider representative must attend the SCEMS Quality Management meetings.
- l. A Private Provider Representative are encouraged to attend all Region I Emergency Medical Services Advisory Council Meetings.
- m. In the provision of patient care and transport services, all Private Providers shall adhere to the prevailing Patient Care Protocols for Stokes County EMS or \_\_\_\_\_ County Protocols. If another county's patient care protocols, (other than Stokes County EMS System Protocols), are to be utilized by the private Provider the protocols must be approved by the Stokes County EMS System Medical Director.
- n. Private Providers will submit, for approval, Standard Operating Guidelines (SOGs) to the Stokes County EMS Director or his/her designee.
  - i. Proposed changes to SOGs must be submitted to the SCEMS Director or his/her designee, for approval a minimum of thirty (30) days prior to proposed implementation.
- o. Any citations, suspensions or revocations issued by the North Carolina Office of EMS, or any other State Regulatory Agency must be reported to the Stokes County EMS Director or his/her designee in writing immediately.

- p. All Private Providers must notify the Stokes County EMS Director, or his/her designee, of complaints regarding operations, treatment issues, safety issues regarding patients or the public, and the delivery of service within three (3) business days of receiving same. The Stokes County EMS Director or his/her designee, will be kept apprised of progress, up and including resolution, of the complaint.
- q. All Private Providers must notify the Stokes County EMS Director, or his/her designee, of any change in the status of required insurance coverage, including policy changes, within three (3) business days of said change.
- r. All Private Providers Agree there will be a minimum of sixty (60) days written notice prior to the termination of this agreement by the private Provider.

Authorized Signatures:

_____ Private Provider Representative	_____ Date
_____ County Manager	_____ Date
_____ Stokes County EMS Director	_____ Date
_____ Stokes County EMS System Medical Director	_____ Date

Vice Chairman Lankford moved to approve the Franchise Agreement with LifeStar Emergency Services, LLC. Commissioner Booth seconded the motion.

Chairman Walker opened the floor for any further discussion.

With no further discussion, the motion carried unanimously.

**Jail Expansion Project**

**Proposed Bid – PNC- Installment Financing Contract**

**Proposed Deed of Trust, Security Agreement and Fixture Filing**

**Proposed Resolution – Approving a Contract and a Deed of Trust with Respect There and Delivery Thereof and Providing for Certain Other Related Matters**

Chairman Walker entertained a motion regarding the following which were presented at today's meeting:

- Proposed Bid – PNC- Installment Financing Contract
- Proposed Deed of Trust, Security Agreement and Fixture Filing
- Proposed Resolution – Approving a Contract and a Deed of Trust with Respect There and Delivery Thereof and Providing for Certain Other Related Matters

Commissioner Booth moved to approve the following:

- The Deed of Trust, Security Agreement and Fixing Filing
- The Resolution – Approving a Contract and a Deed of Trust with Respect There and Deliver Thereof and providing for Certain other Related matter

and to award the installment Financing Contract to PNC.

Vice Chairman Lankford seconded the motion.

Chairman Walker opened the floor for any further discussion.

With no further discussion, the motion carried unanimously.

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

Chairman Walker entertained a motion to approve the request from DSS to externally post a vacant Processing Assistant III which was presented at tonight's meeting.

Vice Chairman Lankford moved to approve the external posting for a vacant Processing Assistant III. Commissioner Mendenhall seconded the motion.

Chairman Walker opened the floor for any further discussion.

With no further discussion, the motion carried unanimously

### **Closed Session**

Chairman Walker entertained a motion to enter Closed Session for the following:

- To consider the initial employment or appointment of an individual to any office or position, other than a vacancy in the Board of County Commissioners or any other public body, or to consider the qualifications, competence, performance, character, and fitness of any public officer or employee, other than a member of the Board of Commissioners or of some other public body pursuant to G.S. 143-318.11(a)(6)

Commissioner Booth moved to enter Closed Session for the following:

- To consider the initial employment or appointment of an individual to any office or position, other than a vacancy in the Board of County Commissioners or any other public body, or to consider the qualifications, competence, performance, character, and fitness of any public officer or employee, other than a member of the Board of Commissioners or of some other public body pursuant to G.S. 143-318.11(a)(6)

Commissioner Mendenhall seconded and the motion carried unanimously.

The Board re-entered the open session of the November 27<sup>th</sup> meeting.

### **King Parade**

Chairman Walker questioned the Clerk to find out if it was going to be first come – first serve in lining up for the King Parade.

Clerk Bullins noted that a spokesperson for the King Parade had noted that the commissioners would be placed with other elected officials.

### **Adjournment**

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

Vice Chairman Lankford moved to adjourn the meeting. Commissioner Mendenhall seconded and the motion carried unanimously.

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

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**Jimmy Walker**  
**Chairman**