

STATE OF NORTH CAROLINA)
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COUNTY OF STOKES)
)

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

The Board of Commissioners of the County of Stokes, State of North Carolina, met for a regular session in the Commissioners' Chambers of the Ronald Wilson Reagan Memorial Building (Administration Building) located in Danbury, North Carolina on Wednesday, December 27, 2017 at 6:00 pm with the following members present:

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

County Personnel in Attendance:
County Manager Richard D. Morris
Clerk to the Board Shannon Shaver
Attorney Jennifer Michaud – Browder/Overby, PA
Finance Director Julia Edwards

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

INVOCATION

Chairman Mendenhall asked Vice Chairman Walker to give the invocation.

Vice Chairman Walker delivered the invocation.

GENERAL GOVERNMENT-GOVERNING BODY-PLEDGE OF ALLEGIANCE

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

GENERAL GOVERNMENT – GOVERNING BODY – APPROVAL OF AGENDA

Chairman Mendenhall entertained a motion to approve or amend the December 27, 2017 Agenda.

Commissioner Jones moved to approve the December 27th Agenda as presented.

Commissioner Booth seconded the motion.

Chairman Mendenhall opened the floor for discussion.

With no discussion, the motion carried unanimously.

COMMENTS - Manager/Commissioners

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

Commissioner Jones commented:

- Being as that I promised that I would put a request of the RiverStreet website on Facebook to try and get their numbers up for their business model, and I have to say I was pretty disappointed in the response and I'm going to do it again and maybe pose it differently. I think people are afraid that they are committing to money or something when they sign up for this, anyways I wanted to share this with you as it is so important that we get that done.
- I would also like to see us join in the opioid lawsuit and maybe even think about putting it on the agenda next time.
- I would also like to mention Hanging Rock State Park and how impressive all the hard work they have been doing is, including the bike trail expansion.

Vice Chairman Walker commented:

- I will start off with saying I agree with Commissioner Jones on the opioid challenge, we need to do anything we can to slow down what is happening. Just this week I heard about 2 overdoses in the Burger King parking lot in King.
- I see we have one person here tonight, we are glad you are here and hope you will come back.
- I would like to take a moment to wish Darlene well with her retirement; we are glad to have Shannon here but you will be missed.

Commissioner Booth commented:

- Welcome everybody and thanks for being here tonight.
- With it being the Christmas season I would like to share that God is our greatest gift, "For God so loved the world that he gave his only begotten Son, that whoever believes in him should not perish but have everlasting life".
- I would also like to touch on Commissioner Jones comments about Hanging Rock and know they are working hard on all the new expansions and have seen all the work they have done around Moore's Springs.

Commissioner Lankford commented:

- Ethics for Life – “For unto you is born this day in the city of David, a Savior, which is Christ the Lord” (Luke 2:11) I felt strongly about sharing that verse to focus on with the Christmas season and as we go into the New Year.

Chairman Mendenhall commented:

- Welcome and Happy New Year, I hope everyone had a wonderful holiday.
- Thank everyone for coming out, I always like to see people participate.

County Manager Morris commented:

- Welcome and would like to let everyone know about the wonderful Christmas present given to the county by Ann Petree, she purchased and donated 14 acres of land to the county that adjoins the other land.

PUBLIC COMMENTS

Chairman Mendenhall 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:

What a Month!

The Arts Place

- On the 16th The Arts Place featured the 208th Army Band-the concert was free and open to the public. It was a great performance.
- On December 17th The Arts Place had its first movie screening-“Santa Paws” was a delightful holiday movie.
- On December 22nd, The Arts Place had a film screening of Flavor NC-Holiday Flavor Traditions.
- The most exciting news is that our retail store was busy all month. We broke all previous records by producing over \$12,000 in sales this month through Christmas. The artists are going to get substantial checks this month.

Upcoming:

Hanging Rock State Park

- 4th Annual Polar Plunge is New Years Day from 2-5pm. Temperatures are going to be hovering around freezing-definitely the most challenging Plunge to date. Spectators are welcome. We will have chicken stew, chili, hot dogs, and lots of hit chocolate for all.

The Apple Gallery

- January in The Apple Gallery-Glen Fleming and Dan Whitaker. Glen creates unique lighting fixtures from old items-like rotary phones, boat propellers, etc. Dan Whitaker produces breathtaking photography of our area and our beautiful mountains. Free reception on January 12th at 5:30pm.

The Nutcracker

- Stokes County native Tara Lynne Schipof landed a leading role as the Snow Queen in “The Nutcracker” performance by UNC School of the Arts in Winston-Salem beginning on December 8th. The UNCOSA Nutcracker sells more than 15,000 tickets each year and performers spend months rehearsing to give audiences two hours of absolute magic.
- Schipof attended Mount Olive Elementary and Chesnut Grove Middle before being accepted into the UNCOSA residential high school program.
- “Stokes Arts is so proud of Tara and we use her often as an example that a person from Stokes County and achieve great things with hard work”, said Stokes Arts Council Director Eddy McGee. “Tara has been a scholarship award winner several times, including the Ben Vernon Community Service Award, and has been a volunteer with us through the years.

Details Coming Soon:

- Poetry Out Loud
- Plans for the Winter Dessert Theater Series
- Jester Hairston Film Screening

CONSENT AGENDA

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

Consent Agenda:

Minutes

- Minutes of December 11, 2017 – Regular Meeting
- Minutes of December 18, 2017 – Special Called Meeting

Senior Services - Budget Amendment #28

Finance Director Julia Edwards submitted Budget Amendment #28.

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

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
	Senior Services			
100.5860.263	Shiip Grant	<u>\$1992.00</u>	<u>\$2614.00</u>	<u>\$4606.00</u>
	Total	\$1992.00	\$2614.00	\$4606.00

This budget amendment is justified as follows:

To appropriate grant funding for Senior Medicare Patrol events.

This will result in a **net increase** of **\$2460.00** 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
100.3301.366	Dept. of Insurance	<u>\$1992.00</u>	<u>\$2614.00</u>	<u>\$4606.00</u>
	Total	\$1992.00	2614.00	\$4606.00

General Fund Administration - Budget Amendment #29

Finance Director Julia Edwards submitted Budget Amendment #29.

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

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
100.4120.000	Salaries& Wages Administration	\$160,540.00	\$10,060.00	\$170,600.00
100.4320.000	Salaries& Wages Jail	\$738,710.00	\$8,830.00	\$747,540.00
100.9910.100	Salaries & Wages Contingency	<u>\$75,277.00</u>	<u>(18,890.00)</u>	<u>\$56,387.00</u>
	Total	\$974,527.00	\$00.00	\$974,527.00

This budget amendment is justified as follows:

To transfer funds from leave payoff contingency for retired, resigned, terminated, and comp time over limit payoff.

This will result in a net increase of \$0.00 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 in this fiscal year.

<u>Account Number</u>	<u>Account Description</u>	<u>Current Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>As Amended</u>
	General Fund			
	Total			

Tax Administration Report – November 2017

Releases More Than \$100 – Real and Personal Property

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

Real and Personal Property (November 2017) at the December 11th meeting for the Board's review with consideration at the December 27th meeting:

Releases More than Name	\$100 Real/Personal Bill Number	Property Amount	
Parkdale America LLC	320432-2017-2017	<u>\$2,962.86</u>	Bus. Pers. Property Appealed and Reduced
	Total Amount	\$2,962.86	

Refunds More Than \$100 – Real and Personal Property

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

Real and Personal (December 2017) at the December 11th meeting for the Board's review with consideration at the December 27th meeting:

Refunds More Than	\$100 Real/Personal	Property	
Name	Bill Number	Amount	
William Neal Craig	314588-2017-2017	\$195.49	Revised Assessment of Real Estate
Steven Thomas Lane	9884775	\$112.92	Vehicle Sold
Debra Paynter & Johnny Paynter	25781013	\$102.67	Vehicle Sold
Samuel Stevens & Karen Stevens	33514381	\$105.56	Vehicle Sold
Robert A Whiteheart	38474602	<u>\$271.06</u>	Vehicle Sold
Bobby Whiteheart's Body Shop			
	Total Amount	\$787.70	

Write Off Request

Tax Administrator Jake Oakley presented the following EMS Write Offs (2003-2006) at the December 11th meeting for the Board's review with consideration at the December 27th meeting:

- Tax Office has determined that there is no further recourse of collection on the below listed EMS billings and is requesting that the accounts be written off:

Year	Transports	Balance
2003	302	\$126,107.24
2004	313	\$131,728.28
2005	346	\$139,472.79
2006	<u>456</u>	<u>\$196,023.21</u>
Total	1417	\$593,331.52

Commissioner Booth moved to approve the Consent Agenda as presented.

Commissioner Jones seconded and the motion carried unanimously.

GENERAL GOVERNMENT – GOVERNING BODY – INFORMATION AGENDA

Chairman Mendenhall noted there were no items on tonight's Information Agenda.

GENERAL GOVERNMENT – GOVERNING BODY – DISCUSSION AGENDA

Proposed Lease – Poplar Springs Elementary School Surrounding Grounds

County Manager Rick Morris presented the following proposed lease for the Proposed Lease – Poplar Springs Elementary School Surrounding Grounds:

North Carolina

Land Lease for Small Grain Crops

Stokes County

This contract is made and entered into the _____ day of _____ by and between the County of Stokes and _____, hereinafter referred to as "Tenant";

The undersigned Tenant, whose name was drawn on _____ from a lottery drawing, hereby leases the vacant land for the exclusive purpose of planting, cultivating and harvesting small gain crops on the property owned by Stokes County, and adjacent to the Poplar Springs Elementary School facility, in accordance with the following terms and conditions:

1. Tenant may plant only small grain crops on the land; and, no tobacco crops are allowed. The land shall not be used for any other purpose.
2. Tenant must follow Best Management Farm Practices as defined by Stokes County Soil and Water Service Agency.
3. Tenant shall obtain, maintain and certify that public liability and property damage insurance will be provided in an amount determined by the County Manager to ensure Stokes County and Board of Education are held harmless and is reasonable in relation to the risks and hazards involved in the proposed agricultural activity in the coverage amount of at least \$1,000,000.00.
4. Tenant may not sublease the property unless approved by the Stokes County Board of Commissioners.
5. Tenant will not allow farming operations to interfere with school operations; and at all times will maintain a safe environment for the school, students and teachers.
6. This lease shall be for a period of five years from the above date, subject to early termination in accordance with paragraph 7 below.
7. Either party may terminate this lease upon ninety (90) days written notice to the other party.
8. Tenant is an independent contractor and neither Tenant nor his employees shall be deemed or construed to be employees of the County.
9. There shall be no hunting and no firearms allowed on the school campus and the adjoining land leased herein.
10. The land leased, including the land located on the north side of Hobe Kiser Road must be mowed on a regular basis.

Tenant

Stokes County Manager

County Manager Morris noted: The Poplar Springs lease has been re-vamped by Attorney Browder. We will use the same process as last year I suppose and I suggest we do. This is a win- win for the community and the county as it keeps the land clear. We will advertise for one month as in the past with The Stokes News.

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

Commissioner Jones commented:

- Is the lessee aware of the changes?

Manager Morris responded:

- They will be when it is advertised.

Vice Chairman Walker commented:

- Can a person offer to buy or lease from someone?

Manager Morris responded:

- We would need a legal opinion on that.

Attorney Jennifer Michaud commented:

- According to the contract the tenant may not sublease unless approved by the Board of Commissioners.
- Would they get on an agenda or just come to a meeting?

Chairman Mendenhall responded:

- I would say they would request to be on the agenda, any other questions or concerns?

Commissioner Booth commented:

- I can see the no hunting because it is so close to the school, but this is county property and I am just concerned if a farmer happens to have a firearm in his truck and crosses over the property, I wouldn't want that to be a problem.

Manager Morris responded:

- Would be the Board's final say so about firearms.

Attorney Jennifer Michaud continues:

- Reading from item 9 from the lease, There shall be no hunting and no firearms allowed on the school campus and the adjoining land leased herein.
- Could be a liability to the county if someone gets injured.

Commissioner Jones commented:

- Given the climate with the schools, lockdowns, and school shootings, just the sight of a firearm could be alarming.
- We need to be really diligent.

Commissioner Lankford commented:

- I think if I remember right, the land doesn't join right to the school.
- Not really getting anything out of it, just keeping the land clean.
- If someone forgets to take a gun out of a vehicle it could be an issue.
- It's questionable, needs to be looked at.

Chairman Mendenhall comments:

- Before I make a few comments, can you ask Ty?

Manager Morris commented:

- Can we also find out when the lease takes effect?

Attorney Jennifer Michaud responded:

- I have made a note to talk to Ty about it.

Chairman Mendenhall commented:

- We could speak with Stanley about it, also could be a concern for citizens.

Attorney Jennifer Michaud commented:

- When is the next meeting?

Chairman Mendenhall responded:

- January 8, 2017

Chairman Mendenhall commented:

- That school was built when I was still superintendent and if I remember correctly there is a road between the two properties.

Attorney Jennifer Michaud responded:

- Would the person in question have to drive on school property at all?

Chairman Mendenhall responded:

- I believe they may but I am not certain, we will need to do some research and discuss at our next meeting.

Commissioner Booth:

- Need to start advertising now.

Chairman Mendenhall, with full consensus of the Board, directed the Clerk to place the item on the January 8, 2017 Discussion Agenda.

Lease of Parking Space in Danbury

County Manager Rick Morris presented the following information regarding the Lease of Parking Space in Danbury:



STOKES COUNTY
Administration

Richard D. Morris
County Manager
norris@co.stokes.nc.us

Darlene M. Bullins
Administration
P.O. Box 20
Danbury, NC
27016
Office:
(336) 593-2448
Fax:
(336) 593-2346
dullins@co.stokes.nc.us

TO: Board of County Commissioners

FROM: County Manager *RCM* Richard D. Morris

DATE: December 21, 2017

RE: Lease of Parking Space in Danbury

The owner of the paved parking lot located behind Attorney Bill Marshall's prior office in Danbury has decided to start leasing the property and has offered the county the first opportunity to lease the space. The parking lot contains 17 spaces and is currently being used by county employees and school system employees plus the county's no-till drill is also parked in the lot. The lot is also used on occasion for overflow parking for large events at The Arts Place. Mr. Marshall's old office has also been leased to a new tenant and 7 of the 17 parking spots will be reserved for that business. The remaining 10 spaces would be available under the new lease for continued use by the parties described above.

The terms of the parking lease are listed below:

- Price of the lease is \$4,500 annually, which can be paid by lump sum or monthly payments of \$375
- No maintenance or snow removal will be provided
- The lessor will not require the lessee to purchase insurance for the lot; however, the lessor must be held harmless from any liability resulting by the use of the parking lot
- Lessor will pay all taxes and will carry liability insurance but will not carry insurance for slip and fall type accidents

I told the Lessor that I would bring this to the BOCC to determine if the county would like to enter into a lease agreement in order to continue the use of the parking lot by the parties who are currently using it to include the general public. The government and school system users have a valid need to keep this parking available.

Manager Morris noted:

- I had a conversation with Beth O'Neal and she would like to lease her parking spaces.
- She has a new CPA tenant going in and he will occupy seven of the spaces, leaving ten for rent.
- I spoke with various people and the school system uses it, especially when there are meetings at the Board of Education, Soil and Water uses it also.
- The Arts Place uses them for overflow for big events.
- The lease will be \$4500.00 per year and may be paid annually in one lump sum or by monthly payments of \$375.00.

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

Commissioner Jones commented:

- Wow. That is the first word that came to mind when I saw this.
- These are changing times.
- Pretty shocked.
- I also feel like we don't really have a choice.

Vice Chairman Walker commented:

- Was like Ms. Jones, I was surprised at this request, couple of questions.
- How do you determine the market value for a parking space in Danbury?
- Does Soil & Water have their own budget for something like this?

Manager Morris responded:

- They have a budget like any other department.

Commissioner Walker commented:

- Seems pricey.

Manager Morris commented:

- Don't know if there are a lot of other options.

Commissioner Jones commented:

- She has a captive audience and she knows it.

Vice Chairman Walker commented:

- Interesting situation.

Commissioner Booth commented:

- It has been a blessing all these years with the attorney that was there and it was free, but how do you determine value.
- I've been there several times and you have to drive around looking for a parking space.
- Danbury is lacking a parking space and it will be even more of a problem as The Arts Place continues to boom.

Commissioner Lankford commented:

- Absolutely too much. Have we tried to negotiate the price?
- That's the first start.

Manager Morris responded:

- No, we have not.

Commissioner Lankford commented:

- Her father, Bill Marshall, was generous and allowed us to use it but this is too high.

Chairman Mendenhall commented:

- Did they come to you Rick?

Manager Morris responded:

- I think they asked the School Board first and they deferred to us.
- I researched and called Beth.
- Not much to compare pricing to.

Chairman Mendenhall commented:

- Rick, could you negotiate with Beth for a better price?

Manager Morris responded:

- I can do that.

Commissioner Mendenhall commented:

- I will say this, I worked there, at the Board of Education and even then there was not enough parking.
- People parked anywhere and everywhere.
- I am sure that has only become worse with the extra traffic from The Arts Place.
- I feel like in some ways the dollars will come back to us with local dollars spent at the businesses there.

Vice Chairman Walker commented:

- What I am going to say is not very nice, but I would not be interested in it for \$4500.00 if it was for sale.
- I'd rather work with Danbury to create more parking.
- If a similar problem arises are we going to do this in King? Walnut Cove? They would have a good case.
- I'm not going along with this.

Commissioner Jones commented:

- Do we not have a lot or two that we could gravel or even pave?
- Would be a better alternative.

Chairman Mendenhall responded:

- We have the garage.

Commissioner Lankford responded:

- Lulu's is coming up for lease, we could check on that.

Commissioner Jones commented:

- Surely we can find 10 spots.

Manager Morris responded: I don't think we have 10 spots.

Chairman Mendenhall commented:

- As I listen to everyone, this was a surprise that appeared, we can always negotiate.
- The worst she can say is no.
- Give us time to work on this, we have to be up front and honest.

Vice Chairman Walker commented:

- I'm not about to approve anything on these ten spaces.
- What's the use of having the Art Market if you can't get into it.
- Danbury should do something.
- You are always hearing there is no parking in Danbury.
- I can't look the taxpayers in the eye and explain this.

Commissioner Booth commented:

- Comparison to King is not a good one, King does not own the whole town, like how Danbury is.
- King spent about \$90,000.00 creating 30 spots.

Commissioner Lankford responded:

- I'd rather do that and not lease.

Vice Chairman Walker responded:

- \$4500.00 is a good payment.

Chairman Mendenhall commented:

- Did she give you a timeline?

Manager Morris responded:

- No, but her new lease with the tenant begins January 1st, but I will go back and ask her about lease time and any negotiations.

Commissioner Jones commented:

- How is she going to enforce this?

Manager Morris responded:

- I guess she will call the cops or a wrecker.

Commissioner Jones continued:

- How would she mandate this? That seems like an awful lot of trouble and work.

Manager Morris continues:

- I suppose she could block it or tape it off.

Vice Chairman Walker commented:

- \$4500.00 would make a good payment on some land for parking. This is not a new problem. I have been hearing no parking in Danbury for years. Let's do something that will get us into the future.

Chairman Mendenhall commented:

- I believe that all Board members would like to try new directions, but Rick could you call Beth and ask for an effective date and try and negotiate a better price?
- And we can discuss at our next meeting on the 8th.

Manager Morris responded:

- Yes

Commissioner Booth commented:

- In the meantime, we could look for some land on our own.

Commissioner Lankford commented:

- I will be looking.

Vice Chairman Walker commented:

- Could we also explore if the Town of Danbury would like to participate?
- Also would like to check with Eddy.
- He presented a plan a while back for an amphitheater that included some parking.
- Do you remember Commissioner Lankford?

Commissioner Lankford responded:

- Yes.

Chairman Mendenhall, with full consensus of the Board, directed the Clerk to place the item on January 8, 2018 Discussion Agenda.

Appointment – Northwest Piedmont Rural Planning Organization Transportation Advisory Committee

County Manager Rick Morris presented the following appointment request from the Northwest Piedmont Rural Planning Organization Transportation Advisory Committee:

- Re-Appointment of Commissioner Lankford to the Northwest Piedmont Rural Planning Organization Transportation Advisory Committee.

Chairman Mendenhall opened the floor for nominations.

Vice Chairman Walker nominated Commissioner Lankford for re-appointment

Commissioner Lankford accepted the nomination for re-appointment.

Chairman Mendenhall entertained a motion to close the nominations.

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

With no further nominations, the motion carried unanimously.

Chairman Mendenhall, with full consensus of the Board, directed the Clerk to place the item on the January 8, 2018 Action Agenda.

Proposed Operating/Lease Agreement – LifeBrite Community Hospital of Stokes – Pine Hall Community Campus

County Manager Rick Morris presented the following proposed Operating/Lease Agreement – LifeBrite Community Hospital of Stokes – Pine Hall Community Campus:

STATE OF NORTH CAROLINA
COUNTY OF STOKES

OPERATING/LEASE AGREEMENT

This Operating/Lease Agreement, is entered into on this the ____ day of _____, 2018, by and between the County of Stokes a Body Politic, (hereinafter referred to as "LESSOR"), and LifeBrite Hospital Group of Stokes, LLC., a limited liability company, d/b/a LifeBrite Community Hospital of Stokes. (Hereinafter referred to as "LESSEE").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR and LESSEE do hereby covenant, contract and agree as follows:

1. **TERM and PREMISES:** Lessor hereby agrees to lease to Lessee, the "Leased Premises" as defined herein, for a term of thirty six (36) months commencing on the "Lease Commencement Date" as hereinafter defined. The Leased Premises consists of 2690 square feet of a 7036 square foot commercial building (the "Building") constructed by Lessor on property acquired from Walter Ronald Petree and Ann Petree Ivey located near Hwy 772 and Hwy 311, Pine Hall, North Carolina, hereinafter sometimes referred to as the "Leased Premises", and further outlined in red as set forth in a not to scale drawing attached hereto as Exhibit "A". The "Building", including the "Leased Premises", and parking area and adjoining grounds are hereinafter referred to as the "Facility".

During the lease term, the Lessee agrees to oversee, manage and maintain the entire Facility in accordance with rules and regulations to be established by the Lessor, and in accordance with the terms and conditions set forth on the attached Contract between Stokes County and Walter Ronald Petree and Ann Petree Ivey.

The "Lease Commencement Date" shall be the date that the Building is completed by the Lessor, and accepted as ready for occupancy by the Lessee; which date shall be documented in an addendum to be signed by the parties and attached to this Agreement.

2. **RENEWAL:** Lessee and Lessor agree that should the Lessee desire to lease the premises for a longer term than provided for in Paragraph 1 above, Lessor and Lessee shall negotiate in good faith with each other toward such additional term(s).

3. **RENT AND MANAGEMENT FEES:** The Lessee covenants to pay to Lessor as rent during the lease term the sum of Ten Dollars (\$10.00) per square foot per annum, for an aggregate of Twenty Six Thousand Nine Hundred Dollars and No Cents (\$26,900.00), payable in 4 quarterly installments of Six Thousand Seven Hundred Twenty Five Dollars and No Cents (\$6725.00) per quarter by the fifteenth (15th) calendar day of each quarter throughout the term of this Agreement; said calendar quarterly months are January, April, July, and October. Any rent due for less than a full quarter shall be prorated.

a. During the lease term, the Lessor shall pay to the Lessee, as "Management Fees", for management and oversight of the Facility the annual sum of Twenty Five Thousand Four Hundred Dollars (\$25,400), payable in 4 quarterly installments of Six Thousand Three Hundred Fifty Dollars and No Cents per quarter (\$6350) by the fifteenth (15th) calendar day of each quarter throughout the term of this Agreement; said calendar quarterly months are January, April, July, and October. Any Management Fee for less than a full quarter shall be prorated.

b. The Lessor shall also create a non-reverting Pine Hall facility capital account and shall devote not less than \$1500 per year to such fund, to be used for such capital improvements to the facility and grounds over time as the Lessor determines. Additionally any fees collected for the use of the conference/community room may also be deposited in the capital account at the discretion of the Lessor.

4. **UTILITIES:** Lessee shall pay all charges for any utilities provided to Leased Premises, the Building and the Facility, including, but not limited to, electrical, telephone, gas, oil, water and sewer services.

5. **FACILITIES /GROUNDS:** Lessee shall pay for all Facility (including Building and grounds) maintenance.

6. **TAXES:** Lessee shall, during any term(s) of this Lease, shall not be charged for any Ad Valorem taxes imposed upon the property subject of this Lease. Lessee shall pay directly to any taxing authority any taxes and or assessments due to the Lessee's occupancy of the Premises or Lessee's trade fixtures, equipment, machinery, inventory, merchandise or other personal property located on the premises and owned by or in the custody of Lessee; and, Lessee shall pay as promptly as all such taxes or assessments may become due and payable without any delinquency.

7. **FIRE AND EXTENDED COVERAGE INSURANCE:** Lessor shall maintain and pay for fire insurance, with extended coverage, covering the Building in an amount equal to the replacement cost of the structure. Lessee shall not do, or cause to be done, or permit done on the Premises, anything deemed extra hazardous. Lessee shall maintain insurance coverage on all of Lessee's equipment, trade fixtures, inventory, and supplies as it may desire.

8. **CONDITION OF LEASED PREMISES:** a. Lessor warrants and represents unto Lessee, that at the commencement of the lease term, the Facility will be in good working condition, and there will be no material defects.

Lessee shall keep and maintain the Facility in good, clean and sanitary order and condition, reasonable wear and tear excepted.

9. **USE:** Lessee agrees to use the Leased Premises solely for the purpose of conducting therein the practice of medicine in accordance with the accepted ethical standards established by Lessee's profession.

a. Lessee also agrees to manage, maintain and oversee the adjoining community room and grounds that are part of the Facility.

b. Lessee agrees to follow all terms and conditions as agreed to with the donor of the land to Stokes County. These terms and conditions are spelled out in Section IV, A. "Terms & Conditions of the contract between Stokes County and Walter Ronald Petree and Ann Petree Ivey dated July 1st 2014 attached hereto as Exhibit "B".

10. **REPAIRS:** Lessor shall be responsible for any repairs relating to the structural integrity of the Building, to-wit: the roof, structural walls, foundation, and life safety systems; and for maintaining the parking area and sidewalks in reasonable repair.

Lessee shall be responsible for any repairs to the Facility not designated as the responsibility of Lessor. Lessor shall not be responsible for any repairs caused by the negligence or willful acts of Lessee its agents, employees, concessionaires, officers, employees, invitees, licensees or contractors; provided, however, that Lessee shall not be responsible for repairs that are necessary solely because of the actions or negligence of the occupants of the Community Building.

11. **FIXTURES AND TRADE FIXTURES:** Lessee shall not materially change, alter or improve the Leased Premises without the express, written permission of Lessor. Any improvements made by Lessee to the Leased Premises which are so attached to the same in such a manner as to cause serious injury to the Leased Premises upon removal shall become the property of Lessor upon installation.

Lessee shall remove all personal property at the termination of this lease agreement. All personal property belonging to Lessee remaining on the Leased Premises after the last day of the term of this lease shall be deemed abandoned and may be removed by the Lessor at Lessee's expense. Lessor will support Lessee's pursuit of any available grant funding to fund x-ray equipment which will become a permanent fixture of the building as well as any other similar medical equipment.

Lessee shall leave the Leased Premises in substantially the same condition as Lessee accepted possession, reasonable wear, damage by fire, acts of God, the elements, casualty, or other cause not due to the misuse or neglect of Lessee excepted.

12. **IMPROVEMENTS BY LESSEE:** Lessee may, at its own expense, make renovations, alterations, or additions to the Leased Premises, with prior written consent of Lessor, which shall not be unreasonably denied. Said improvements shall be surrendered to Lessor upon expiration of the term of this Agreement, unless Lessor agrees in writing that Lessee may remove certain described improvements.

13. **DEFAULT:** Each of the following shall be deemed an Event of Default:

- a. Default in the payment of rents;
- b. Abandonment of the premises by Lessee; or

c. Failure on the part of Lessee to abide by any covenant or meet any obligation material to this Agreement, other than the payment of rents.

14. **NOTICE OF DEFAULT:** In the event of default under items "b" or "c" of Paragraph 14, Lessee agrees to act in good faith, where reasonable, to provide Lessor with written notice of such default within fifteen (15) business days of default. Lessee shall grant Lessor the courtesy of an advanced warning that default may be imminent when possible and practical.

In the event of default under item "c" of Paragraph 14, Lessor agrees to give Lessee written notice of Lessor's allegations of default and the details of said allegations, specifically regarding the correlation between the act(s) of default and the provisions of this Agreement which Lessor alleges have not been therewith complied fifteen (15) business days before Lessor pursues any remedy available at law against Lessee.

If Lessee has cause to default under item "c" of Paragraph 14, Lessee shall provide Lessor with good reason why Lessee has such cause. Lessor shall then give Lessee, at Lessee's option, thirty (30) days to cure default or such other period of time as Lessor and Lessee mutually agree upon.

In the event of failure of the Lessor to comply with its obligations under this Agreement, Lessee agrees to give notice of Lessee's intent to exercise any right or remedy available at law at least fifteen (15) business days before acting and allow Lessor thirty (30) days to cure such failure, or such other period of time as Lessor and Lessee mutually agree upon.

15. **TERMINATION:** In the event of default and failure to cure within the time allowed herein, Lessor may elect to terminate, at Lessor's option, this Agreement no earlier than thirty (30) days after Lessee's receipt of notice of Lessor's intent. Such termination shall not prohibit Lessor from pursuing any other remedy available at law.

16. **LIMITATION OF LIABILITY:** Lessor shall not be liable for any injury or damage to any person or property at any time during the term of this lease so long as no such injury is caused due to the negligence or intentional acts or omissions of Lessor or due to Lessor's breach of any provision hereto. Lessor agrees that any rental or other agreement in connection with the use of the Community Building shall include language that releases Lessee from any liability as to loss, damage or injury resulting out of the use of the Community Building.

17. **INDEMNIFICATION BY LESSEE:** Lessee agrees to indemnify, defend and save harmless Lessor (and its directors, officers, licensees, invitees, agents, servants and employees) against and from any and all liabilities, damages, costs, claims, suits, actions, or expenses (including, without limitation, reasonable attorney's fees) arising out of or with respect to Lessee's use of the Leased Premises or the breach by Lessee of any of the terms, covenants or provisions of this Agreement. Neither Lessor nor its agents shall be liable to Lessee or to any person, firm or corporation claiming through or under Lessee for any injury or damage to persons or property resulting from any cause of whatever nature, unless solely caused by the negligence of Lessor.

18. **INDEMNIFICATION BY LESSOR:** Lessor agrees to indemnify, defend and hold harmless Lessee (and its directors, officers, licensees, invitees, agents, servants and employees) against and from any and all liabilities, damages, costs, claims, suits, actions, or expenses (including, without limitation, reasonable attorney's fees arising out of or resulting from any misrepresentation, breach of warranty, or nonfulfillment of any agreement, covenant, or obligation on the part of the Lessor made in this Agreement or any negligence of Lessor.

19. **RIGHT OF RE-ENTRY:** Lessor shall have the right to enter the Leased Premises to examine, exhibit, or repair the Leased Premises provided it do so with reasonable notice to Lessee. Lessor's actions shall not materially diminish Lessee's enjoyment or use of the Leased Premises.

20. **HOLDOVER:** If Lessee shall holdover after the term of this Agreement with the consent of Lessor, whether express or implied, the tenancy shall be from month to month at the same rental rate expressed herein.

If Lessee shall holdover without permission of Lessor, then Lessee shall be a tenant at sufferance, and rents shall be double the amount of the term figure expressed herein. Such amount shall be prorated by the day until possession is returned to Lessor.

If Lessee shall holdover without permission of Lessor after the expiration of the notice period of a lawful Notice of Termination, then Lessee shall be a tenant at sufferance, and rents shall be double the amount of the term figure expressed herein.

21. **CONDEMNATION CLAUSE:** In the event that all or part of the Leased Premises is taken by eminent domain or conveyed in lieu of eminent domain, thereby depriving Lessee of reasonable use for the purposed intended by this lease, the Lessee shall be released from any and all obligations set forth herein without consequence.
22. **FIRE CLAUSE:** Lessee is obligated to make Lessor aware of damage to Leased Premises by fire.
Upon occurrence of a fire, repairs shall be made by Lessor as soon as reason allows, unless the costs of repairing Leased Premises exceed twenty-five percent (25%) of the replacement cost of the building. If Lessor decides not to repair, Lessee shall be released from any and all obligations set forth herein without consequence. If Lessor takes more than ninety (90) days to repair, Lessee shall be released from any and all obligations set forth herein without consequence.
Lessee shall not be obligated to pay rents to landlord for each day Lessee is unable to use Leased Premises for the purposes set forth herein due to damage by fire so long as Lessee's negligent or willful actions were not the cause of said fire damage.
23. **INSURANCE:** Lessee shall, during the entire term of the lease keep in full force and effect a policy of public liability insurance with respect to the property and the business operated by Lessee in the property and which the limits of general liability shall be in the minimal amount of one million dollars and no cents (\$1,000,000.00) combined single limit, naming Lessor as additional insured. Lessee agrees to provide Lessor with written notice fifteen (15) days before changing or cancelling any public liability insurance policy. Lessee shall provide Lessor with duplicate originals or certificates of insurance upon request.
24. **NOTICES:** All notices and communications concerning this lease shall be mailed to the Lessor in care of: Stokes County Manager, PO Box 20, Danbury, NC 27016 All notices and communications concerning this Agreement shall be mailed to the Lessee at: Hospital Administrator, Pioneer Community Hospital of Stokes, 1570 NC 8 & 89 Hwy N, P.O. Box 10, Danbury, NC, 27016.
25. **SIGNAGE:** Lessee shall have the right to place such signs as are usual and incidental to the Lessee's business within the premises or elsewhere in or about the outside of the building, provided the same are legal according to the zoning laws of Stokes County, North Carolina.
26. **SALE BY LESSOR:** In the event Lessor sells or conveys the Leased Premises and does not provide for the continuation of the terms of this Agreement, Lessee shall be released from any and all obligations set forth herein without consequence. Lessor shall not sell or convey the Leased Premises without providing Lessee with ninety (90) days prior, written notice of Lessor's intent to do so.
27. **ASSIGNMENTS AND SUB-LEASE:** Lessee shall not assign or sub-lease Leased Premises without the express, written permission of Lessor.
28. **ATTORNEY'S FEES:** In the event that adverse proceedings commence between the parties hereto, the losing party shall pay to the prevailing party all reasonable costs and expenses associated with the furtherance of such proceedings, including, but not limited to attorney's fees.
29. **INTERPRETATION:** Wherein used, the singular shall be construed to include the plural and the masculine the feminine.
30. **MODIFICATION:** Any modification or amendment of this agreement shall be in writing and executed by all parties before taking effect.
31. **WHOLE AGREEMENT:** The body of this document represents the whole agreement. No oral or other communications or representations shall supersede the agreement expressed though this document.
32. **SEVERABILITY CLAUSE:** If any term, covenant, condition, or provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
33. **CHOICE OF LAW/VENUE:** The laws of the State of North Carolina shall govern every aspect of this lease, including any adversarial proceedings arising out of the relationship created by its signing. All actions shall be brought in the Courts of appropriate jurisdiction in Stokes County, North Carolina.

34. **BINDING AGREEMENT:** The parties agree that upon execution by both parties, this Agreement shall be binding and fully enforceable upon both parties; however, the duties and obligations under the lease and operating agreement shall not begin until the "Lease Commencement Date" as defined herein. Lessor agrees to use its good faith efforts to complete construction of the Building in a timely manner. If for any reason, the Building cannot be constructed, despite the good faith efforts of the Lessor, this Agreement shall be null and void after delivery of written notice to the Lessee.

IN WITNESS WHEREOF, having read the above and foregoing, the undersigned Lessor and Lessee execute this lease with the intent to be bound to all terms stated herein as of this the date first above written.

LifeBrite Community Hospital of Stokes
LESSEE

BY: _____ Pamela P.
Tillman
TITLE: Hospital Administrator

Stokes County.
LESSOR

BY: _____
Ronnie Mendenhall
TITLE: Chairman Stokes County Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF STOKES

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named _____, who acknowledged that he is the Chairman of the Stokes County Board of Commissioners, a North Carolina body politic, and that for and on behalf of the said Body, and as its act and deed he executed the above and foregoing Operating/Lease Agreement, after first having been duly authorized by said Corporation so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _____ day of _____, 2018.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF NORTH CAROLINA

COUNTY OF STOKES

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2018, within my jurisdiction, the within named _____, who acknowledged that he/she is the _____ of LifeBrite Hospital Group of Stokes, LLC. d/b/a LifeBrite Community Hospital of Stokes, a Georgia limited liability company, and that for and on behalf of the said Company, and as its act and deed he executed the above and foregoing Lease/Operating Agreement, after first having been duly authorized by said Company so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _____ day of _____, 2018.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

County Manger Morris reads the following:

- Section of page 7, from section 16 “Lessor agrees that any rent or other agreement in connection with the use of the Community Building shall include language that releases Lessee from any liability as to loss, damage or injury resulting out of the use of the Community Building”, the area amended by County Attorney Ty Browder.

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

- Chairman Mendenhall comments: Upon reviewing the lease I notice in section #24, the building is referred to as Pioneer and should be changed to LifeBrite.
- Attorney Jennifer Michaud responded: I have noted this for Ty.
- Commissioner Booth commented: Are they taking the building over on January 1st?
- Manager Morris: No, but needs to take effect by February 1st.

Chairman Mendenhall opened the floor for any further discussion, with no further discussion Chairman Mendenhall moved to place the item on the next meetings Action Agenda on January 8, 2017.

The Board had no issues with placing this item on the January 8th Action Agenda.

Chairman Mendenhall, directed the Clerk to place the item on the January 8, 2018 Meeting’s Action Agenda.

Amended Facility Use Agreement – Pine Hall Community Campus

County Manager Rick Morris presented the amended Facility Use Agreement for the Pine Hall Community Campus:

FACILITY USE AGREEMENT

THIS AGREEMENT, made this ___ day of _____ by and between the County of Stokes, hereinafter referred to as the “County”, and _____, hereinafter referred to as “User”.

The County hereby grants to User the temporary use of the community center, located at the Pine Hall Community Center Campus on the following terms and conditions:

Purpose of Use: _____

Date of Use: _____ Time Period: _____

User agrees to pay for all damage to the Community Building, its furnishings, and/or appurtenances, arising from the use of Community Building by User. User further agrees to place on deposit with the County the sum of \$100.00. In the event that there is damage to the Community Center, its furnishings, and/or appurtenances arising out of User’s use; or the Center is not properly cleaned, then said deposit, or any portion thereof, shall be used by the County to pay the actual cost of repairing such damage or cleaning the facility. **Nothing in this agreement shall limit the liability of the User for damages in excess of the amount of the deposit. The key is to be picked up and returned to the LifeBrite Family Medical of Pine Hall located at the Pine Hall Community Center Campus in Pine Hall. If the key is not returned User will be charged a \$225.00 re-keying fee.**

User hereby agrees that neither the County nor the building manager, LifeBrite Hospital Group of Stokes, LLC (“LifeBrite”), shall be liable to User or any other person for any loss, damage or injury suffered as a result of the use of the Community Building by the User; and User assumes all risk to persons or property arising from the use of the Community Center by User, and holds the County and LifeBrite and its officials harmless therefrom

Sufficient parking cannot be guaranteed for gatherings; however, overflow parking is available on the campus in addition to the paved parking lot.

This agreement may be terminated by the County at any time for violation of the Community Center rules and regulations, but User shall remain liable for any loss, damage, or injury in accordance with this agreement. User’s signature below indicates that User received a copy of the Community Center Rules and Regulations and agrees to abide by them.

LifeBrite Family Medical of Pine Hall
Building Manager for Stokes County

User:

Individual or Organization
By:

Authorized Representative of Organization

NAME: _____

CONTACT PHONE: _____

COUNTY RESIDENTS

<u>AREA RESERVED</u>	<u>AMOUNT</u>	<u>TIMES</u>
Community Center	\$ 50.00	8:00 am – 12:00 noon
Community Center	\$ 50.00	1:00 pm – 5:00 pm
Community Center	\$ 50.00	6:00 pm – 10:00 pm

DEPOSIT AMT \$100.00 TOTAL AMOUNT DUE: _____

AMOUNT PAID TO DATE: \$ _____

REMAINING AMOUNT DUE: \$ _____

DATE PAID: _____

NON - COUNTY RESIDENTS

<u>AREA RESERVED</u>	<u>AMOUNT</u>	<u>TIMES</u>
Community Center	\$ 75.00	8:00 am – 12:00 noon
Community Center	\$ 75.00	1:00 pm – 5:00 pm
Community Center	\$ 75.00	6:00 pm – 10:00 pm

DEPOSIT AMT \$100.00 TOTAL AMOUNT DUE: \$ _____

AMOUNT PAID TO DATE: \$ _____

REMAINING AMOUNT DUE: \$ _____

DATE PAID: _____

.....
REFUND INFORMATION:

DATE OF REFUND: _____ AMOUNT OF REFUND: _____

Mailed or picked up: _____

Refund will be processed the next business day following the return of the key.

****SEE RULES AND REGULATIONS ON ATTACHED PAGE****

PINE HALL COMMUNITY CAMPUS BUILDING RULES

PURPOSE: To provide a community room and conference room for the use and enjoyment of the public.

CHARGES: There is a \$100.00 deposit for the rental, which will be refunded provided all the following conditions are met. A key should be picked up by the close of business on the last business day prior to the use of the Community Center.

HOURS: The Community Center is available for use by Reservation only between 8:00am & 10:00pm

GENERAL RULES

- 1) The center is cleaned daily. It is your responsibility to clean up before you leave so that it is suitable for the next party. It is unacceptable to come back the following day to clean up. Our employee will check behind your party to see that you have taken care of leaving the building the way it was when you rented it. You, the renter, are responsible for breakage, damage and are expected to report such with the return of the key. IF YOU FIND THE ROOM UNSUITABLE WHEN YOU ARRIVE, PLEASE CONTACT THE FRONT DESK RECEPTIONIST AT THE LIFEWRITE MEDICAL CENTER LOCATED IN THE LEFT SIDE OF THE MAIN LOBBY OF THE BUILDING.
- 2) No decorations are to be attached to curtains or walls or ceiling.
- 3) Chairs and tables are available in the storage room which is connected to the large room. Tables and chairs may be used by the lessee but must be returned to the storage room after use and chairs must be returned to the mobile storage racks. When placing chairs on the storage racks be sure to stack the bottom rows of chairs first to prevent the storage rack from tilting over. Do not stand or sit on tables.
- 4) No articles or furnishings should be removed from the Community Building.
- 5) PLEASE SUPPLY YOUR OWN TRASH BAGS AND TAKE YOUR TRASH WITH YOU WHEN YOU DEPART THE FACILITY.
- 6) Leave appliances, floors, and counter tops clean.
- 7) Please clean the oven if you use it.
- 8) Be sure stove and lights are off before leaving.
- 9) Leave the facility as you found it.
- 10) Do not light any candles other than small birthday candles.
- 11) LOCK ALL DOORS YOU ARE RESPONSIBLE FOR BEFORE LEAVING.
- 12) NO EXCEPTIONS TO THESE RULES ARE PERMITTED. VERBAL AGREEMENTS BETWEEN THE COUNTY AND THE LESSEE ARE NULL AND VOID.

By following these rules and regulations, you will help us to be able to return your full deposit. If you have any trouble securing the building or problems with the Community Center, contact the front desk receptionist at the LifeBrite Medical Office. If no one is there contact County Administration
336-593-2452 or 336-971-5151.

IN CASE OF EMERGENCY CALL 911

FOR POLICE, FIRE DEPARTMENT OR RESCUE SQUAD.

NO ALCOHOL OF ANY KIND IS EVER ALLOWED ON THESE PREMISES

PINE HALL COMMUNITY CAMPUS

BUILDING CLEAN-UP
CHECK LIST

1. IF YOU USE THE OVEN MAKE SURE YOU CLEAN IT. SWEEP FLOORS (BROOM & DUST PAN IN STORAGE ROOM). (MAKE SURE ANY BLACK MARKS ARE REMOVED FROM THE FLOOR)
2. CLEAN UP ANY SPILLS ON FLOORS IMMEDIATELY (MOP IN HALLWAY).
3. CLEAN ALL TABLE TOPS
4. CLEAN ALL CABINET/COUNTERTOPS AND STOVETOP.
5. EMPTY ALL TRASH CANS AND TAKE TRASH WITH YOU).
6. REPLACE ALL TRASH BAGS (THEY ARE 33 GALLON SIZE BAGS).
7. ANYTHING YOU BRING OR HAVE BROUGHT TO THIS BUILDING IS TO DEPART WITH YOU.
8. PICK UP ANYTHING ON BATHROOM FLOORS AND THROW AWAY.
9. PICK UP ALL TRASH YOUR PARTY GENERATED IN ALL AREAS TO INCLUDE THE BACK PATIO AND FRONT OF THE BUILDING. (INCLUDING BATHROOMS)
10. BE SURE ALL DOORS ARE LOCKED AND LIGHTS ARE TURNED OFF WHEN YOU LEAVE EXCEPT FOR LIGHTS THAT ARE ON AN AUTOMATIC TIMER.
11. MAKE SURE KEY IS RETURNED THE NEXT FOLLOWING BUSINESS DAY.

Chairman Mendenhall opened the floor for any discussions/questions/comments:

Chairman Mendenhall notes:

- If there are no comments, I move this item be placed on the next meetings Action Agenda on January 8, 2018.

The Board had no issues with placing this item on the January 8, 2018 Action Agenda.

Chairman Mendenhall directed the Clerk to place this item on the January 8, 2018 Action Agenda.

GENERAL GOVERNMENT - GOVERNING BODY – ACTION AGENDA

Chairman Mendenhall noted there were not items on tonight's Action Agenda.

Closed Session

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

- To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged pursuant G.S. 143-318.11(a)(3)
- 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 consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged pursuant G.S. 143-318.11(a)(3)
- 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)

Vice Chairman Walker seconded and the motion carried unanimously.

The Board re-entered the open session of the December 27th meeting.

Adjournment

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

Commissioner Lankford moved to adjourn the meeting.

Commissioner Jones seconded and the motion carried unanimously.

Shannon Shaver
Clerk to the Board

Ronnie Mendenhall
Chairman