STATE OF NORTH CAROLINA	)	**OFFICE OF THE COMMISSIONERS**
	)	**STOKES COUNTY GOVERNMENT**
COUNTY OF STOKES	)	**DANBURY, NORTH CAROLINA**
	)	**JANUARY 8, 2018**

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 Monday January 8, 2018 at 1:30pm 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

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

INVOCATION

Vice Chairman Mendenhall 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 noted that Clerk Shannon Shaver had changes to the Agenda and that there may be a couple more due to the possibility of inclement weather.

Chairman Mendenhall asked Clerk Shaver to let the Board know of two changes.

Clerk Shaver responded:

- On the Consent Agenda the regular meeting minutes from December 27, 2017, listed as attachment A were not able to be included due to some extenuating circumstances. I spoke with Chairman Mendenhall and about this and he concluded I could ask the Board to amend the Agenda at today's meeting.
- Finance Director Julia Edwards added an item to Discussion requesting to moved to Action regarding the payoff of the BB&T loan for the jail expansion, the will be item C with attachment F on the Discussion Agenda. County Manager Rick Morris will be presenting due to Finance Director Julia Edwards is out sick today and County Attorney Ty Browder could not be here.

Chairman Mendenhall responded:

- What about F, the Poplar Springs lease?

Clerk Shaver responded:

- That one was put in for Discussion with Rick, but Ty would need to be here to discuss.

County Manager Morris responded:

- Actually I talked to him about that, so I may have enough, if not we could continue it afterwards. I was just able to speak with him before the meeting.

Chairman Mendenhall asks Board members if anyone would like to comment on the arrangement of the Agenda as far as time frame, or if they feel comfortable as it is.

Commissioner Lankford responded:

- I have two, item D and E, be carried over to the next Agenda.

Chairman Mendenhall responded:

- You would like to delete items D and E to the next meeting?

Commissioner Lankford responded:

- Yes

Chairman Mendenhall commented:

- Anyone else have any changes they would like to make?

Vice Chairman Walker responded:

- I would like to leave item E on there, but have just a very brief discussion.

Chairman Mendenhall noted:

- We have someone that would like to leave item E on.

Commissioner Jones responded:

- We could just leave it weather permitting.

Commissioner Lankford commented:

- The thing about it is, I thought that was the whole point was to try to keep it short, and this is something that is not that urgent.

Vice Chairman Walker responded:

- It also won't take that long.

Chairman Mendenhall commented:

- We can see how many would like to leave it on.

Vice Chairman Walker commented:

- Mr. Chairman if I may, it's not that big of a deal either way
- If we just can talk about who we would like potentially on a Task Force and is this Task Force going to be part of the County, or is it just that the County participates in it and supports.
- This is something that Commissioner Lankford seemed very interested in.
- If we can get to it in a timely manner, and just thought of what to between now and the next meeting.

Chairman Mendenhall commented:

- So are we all in agreement on item D, the Forsyth Tech sidewalk, to come back to that at the next meeting?

Commissioner Jones responded:

- I think E is going to be more involved, and I don't want to rush through that.

Chairman Mendenhall noted:

- I am hearing at least three that want to delete D and E.

Chairman Mendenhall with a majority of the Board wanting deletion of D and E, Forsyth Tech sidewalk and Recreation Task Force, directs the Clerk to put that on the next meeting's agenda.

Commissioner Jones moved to approve the January 8th amended Agenda with the noted changes, striking D and E, and the changes with the minutes under consent.

Commissioner Booth seconded the motion and the motion carried unanimously.

COMMENTS - Manager/Commissioners

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

Commissioner Lankford commented:

- Ethics for Life – "Oh Lord, my God, in you I put my trust to save me from all those who persecute me and deliver me" (Psalm 7:1) Very powerful message.

Commissioner Booth commented:

- I would just like to thank the Lord for all his blessings, the leadership, wisdom and knowledge he gives us and look to his words for wisdom.

Vice Chairman Walker commented:

- Just one comment Mr. Chairman, I did call our Sheriff's office and asked them to give us a call if the roads start getting bad. I am going to leave my phone on just in case they call and say we might want to think about adjourning.

Commissioner Jones commented:

- I am up here with you guys, I don't believe I am contagious anymore.
- I would like to mention again about the Opioid Lawsuit.
- I really think we are missing out not getting in on this lawsuit.
- It is again not on this Agenda.
- I would like to bring that back up.
- I feel we are doing our people a disservice by not capturing some of this potential money to re-coop for our County.
- That's it other than I am hoping we will get out of here in a good hour.

Vice Chairman Walker commented:

- If I may very briefly comment,
- I agree with Commissioner Jones about the Opioid Lawsuit.
- Could we just go ahead and put that on our Agenda for the next meeting

Chairman Mendenhall responded:

- Actually that was set up for today in Closed.
- Attorney Browder said he felt like he needed to communicate some more information to us in Closed Session.
- I had asked Shannon to get with Ty on that, Attorney Browder was going to give us some further information on that today and he was not able to make it but is was on schedule.

Chairman Mendenhall commented:

- I just want to thank everyone for being here.
- Not a big crowd but I didn't expect a big crowd with this weather.
- Thank you for coming out and making it through and hopefully we can get through this meeting on time and get out of here so you can all get back home safely, that is certainly a priority, that we get everyone back to their homes safely.
- We will move this along as quickly as possible.

- Thank you for being here
- I do want to say one last thing, I want to thank Rick.
- Today is Rick's last day.
- I want to say as Chairman on behalf of myself and if any other Commissioners would like to speak, Rick I want to thank you for your service and all the years you have given Stokes County.
- I know I have only got to serve with you for one year, but I certainly know that your knowledge has really greatly helped Stokes County.
- Thank you for all you have done.

Manager Morris responded:

- You are welcome.

Chairman Mendenhall opened the floor for any other comments.

Commissioner Jones commented:

- You have been a great asset.
- You have been honest and clear on where we are heading.
- You have some hard shoes to fill, but just like losing Darlene, the show must go on, we will survive.
- I really appreciate all your dedication and hard work.

Vice-Chairman Walker commented:

- Appreciate all your service
- You worked hard, were dedicated and true to the task.
- Focused on things that mattered to the County.
- Wish you well and hope you enjoy your retirement.
- You should get the hang of it if you keep retiring, this is about the third time.
- I want to wish you well and hope you enjoy your retirement.
- I hope it's a good time in your life.

Commissioner Booth commented:

- I guess we come on about the same time, will soon be seven years.
- The only County Manager as a Commissioner I have worked under.
- I appreciate all your dedication and work all these years.
- I hope your retirement is good.

Commissioner Lankford comments:

- I would consider this a happy day for Rick.
- Anytime you can retire and not have to listen to the clock go off in the morning, is just a wonderful feeling.
- I hope you have a good retirement.

Chairman Mendenhall invites County Manager Morris to make some comments.

County Manager Morris comments:

- I started off on this journey about 43 years ago I guess going into the Army as a Second Lieutenant back in September of 1975.
- I've had a lot of rewarding jobs since that time.
- The total of 9 years as County Manager has been a very rewarding experience.
- I think an awful lot of credit goes to these County employees that come in here and just provide an array of complex services to the public, it is almost seamless to the public but a lot of times they don't know all the churning that's going on behind the scenes to get those things done.
- I appreciate their support while I served as County Manager.
- Having invested 9 years in this, I have become quite intrigued with local government.
- I am really looking forward to retirement and maybe a little more local government down the road.
- That's all I have Mr. Chairman.

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:

The Polar Plunge:

- The January 1, 2018 Polar Plunge went into the record book as one of the coldest ever. The water temperature was 33 and the air temperature was 29. 35 brave souls ran into the lake, some of them twice.
- They were so excited
- There were over a 100 spectators who came to watch the action and see if there was anyone brave enough to do this and why they would do it. There was a lot of media there also, almost every station was there.
- .The lake of course was frozen except for a little circle in the middle that never froze, so there actually had to be some preliminary ice breaking in order to make paths for people to run into the frozen lake.
- We served chicken stew, chili, and lots of hot chocolate to the crowd and all the money raised benefits our Arts programs in the park.
- The enthusiasm over our frozen state had continued that weekend, the park was packed with people coming to see our frozen waterfalls. It was unbelievable.

The Apple Gallery

- In The Apple Gallery this month we have Dan Whitaker and Glen Fleming
- Dan Whitaker will be presenting his photography, which will revolve around nature and the outdoors, and includes his wildlife, landscapes and storms. His photography has been published has been published in National Geographic, and Our State Magazine, and Visit NC, just to name a few. More can be found on Dan Whitaker by visiting his website, www.lightexplored.com.
- Glen Fleming creates unique lighting fixtures from old objects -like movie projectors, rotary phones, boat propellers, etc.
- It is a functional piece of unique art.
- Their reception is this Friday at 5:30pm and it's free.

Jayebird Gallery at Hanging Rock State Park

- The Stokes County Arts Council presents Carolina Corona in the Jayebird Gallery inside the Hanging Rock State Park Visitors Center during the months of January and February, 2018.
- Carolina's exhibition will include two series of paintings. The first includes 14 paintings of North Carolina waterfalls. The second series is a smaller collection of paintings of the North Carolina and California coastlines.

The Lillies Project Kickoff at Walnut Cove Public Library

- January 13th Saturday at 10AM-12:30PM
- Come out to learn more about The Lilies Project, A National Creative Placement Fund grant, which is funded by ArtPlace America. This is a two and a half year grant that will include oral history, creative art, public health and more.
- Princess Hairston, NYC filmmaker, will share a clip of her feature length film tracing the Hairston's, which includes local members of the Stokes County community.
- We will have some hands on art projects and plan to sing Jester Hairston's Amen. Hairston was born in the Belews Creek community and went on to share songs he learned from his grandparents with the world.

The Arts Place – Film Screening of Amen: The Life if Jester Hairston

- On Sunday the 14th, from 2pm until 4:30pm we are going to be doing a film screening of Amen, the life story of Jester Hairston.
- Learn more about the life of Jester Hairston, who was born at Belews Creek.
- He brought his grandparents spirituals to the world stage, elevating the music from Stokes County for all to hear.
- The film screening will begin at 2 followed by an informal panel of community members, who are invited to share their personal stories about Jester Hairston.

Poetry Out Loud

- On January 19th the high school poetry district completion will take place, it's called Poetry Out Loud and it's at 6pm.

- Some things coming up in February which I will tell you about next time

CONSENT AGENDA:

Commissioner Jones moved to approve the Consent Agenda as presented with the exception of the December 27, 2017 minutes.

Social Services – Budget Amendment #30

Finance Director Julia Edwards submitted Budget Amendment #30.
To amend the General Fund, the expenditures are to be changed as follows:

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
	Social Services			
100.5310.394	Independent Living Services (Links)	$30,000.00	$20,000.00	$50,000.00
	Totals	**$30,000.00**	**$20,000.00**	**$50,000.00**

This budget amendment is justified as follows:
To appropriate additional funding for Independent Living Services. This is 100% federal and state funding.

This will result in a net increase of $20,000.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following will increase. These revenues have already been received or are verified they will be received in this fiscal year.

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
100.3301.202	SS County Federal	$2,529,728.00	$16,000.00	$2,545,728.00
100.3301.203	SS County State	$173,248.00	$4,000.00	$177,248.00
	Totals	**$2,702,976.00**	**$20,000.00**	**$2,722,976.00**

Finance Director Julia Edwards submitted Budget Amendment #31.
To amend the General Fund, the expenditures are to be changed as follows:

Sheriff's Department – Budget Amendment #31

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
100.4310.511	Equipment Non Capital	$15,775.00	$1,500.00	$17,275.00
	Totals	**$15,775.00**	**$1500.00**	**$17,275.00**

This budget amendment is justified as follows:
To purchase a UTV Trailer
NO COUNTY FUNDING

This will result in a net increase of $1,500.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenues 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.

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
100.3301.413	State Fines & Forfeitures		$1,500.00	$1500.00
	Totals		**$1,500.00**	**$1,500.00**

Finance Director Julia Edwards submitted Budget Amendment #32.
To amend the General Fund, the expenditures are to be changed as follows:

Administration – Budget Amendment #32

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
	Special Appropriation			
100.5830.692	Juvenile Services	$15,410.00	$2,238.00	$17,648.00
	Contingency			
100.9910.000	Contingency	$96,353.00	$(2,238.00)	$94,115.00
	Totals	**$111,763.00**		**$111,763.00**

This budget amendment is justified as follows:

To transfer funds from contingency to refund N.C. Department of Safety for JJCP funds unspent in fiscal year 2016-17.

This will result in a net decrease of $0.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenues 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.

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
	Totals	**$0.00**	**$0.00**	**$0.00**

Commissioner Jones moved to approve the Consent Agenda as presented. Commissioner Lankford seconded and the motion carried unanimously.

GENERAL GOVERNMENT – GOVERNING BODY – INFORMATION AGENDA

Stokes County Semiannual Jail Inspection Report

County Manager Morris comments:
Captain Tuttle is supposed to be here but I don't see her.

Commissioner Lankford comments:
If she's not here we will go past it.

County Manager Morris comments:
Would be a good time saver, and could put it on for next time.

Chairman Mendenhall instructs Clerk to put on next time's Agenda for the Regular Meeting on January 22, 2018.

GENERAL GOVERNMENT – GOVERNING BODY – DISCUSSION AGENDA

Department of Social Services – Monthly Report

DSS Director Stacey Elmes presents:

I. Services
II. DSS Involvement with Cardinal Innovations

Stokes County
Department of Social Services
July – December 2017 Services

Income Maintenance
Work First
July – 67 open cases; $13,644 delivered in benefits
August – 70 open cases; $14,031 delivered in benefits
September – 65 open cases; $13,454 delivered in benefits; one benefit diversion
October – 64 open cases; $14,241 delivered in benefits; two benefit diversions
November – 62 open cases; $12,550 delivered in benefits; one benefit diversion
December—60 open cases; $12,028 delivered in benefits; two benefit diversions
Food and Nutrition
July – 2804 open cases; 4890 participants; $627,542 delivered in benefits
August – 2816 open cases; 4571 participants; $627,947 delivered in benefits
September – 2811 open cases; 4297 participants; $642,269 delivered in benefits
October – 2802 open cases; 3989 participants; $625,024 delivered in benefits
November – 2791 open cases; 3839 participants; $622,867 delivered in benefits
December—2730 open cases; 5828 participants; $614,230 delivered in benefits
Medicaid
July – 8378 Medical Assistance cases open; 175 Special Assistance cases open; $70,632 delivered in special assistance benefits

August – 8511 Medical Assistance cases open; 177 Special Assistance cases open; $73,619 delivered in special assistance benefits
September – 8475 Medical Assistance cases open; 174 Special Assistance cases open; $72,639 delivered in special assistance benefits
October – 8512 Medical Assistance cases open; 175 Special Assistance cases open; $72,929 delivered in special assistance benefits
November – 8609 Medical Assistance cases open; 174 Special Assistance cases open; $75,399 delivered in special assistance benefits
December—8606 Medical Assistance cases open; 172 Special Assistance cases open; $72,038 delivered in special assistance benefits

Child Day Care

June services paid July: $88,334. 141 children on the waiting list.
July services paid August: $97,074. 153 children on the waiting list.
August services paid September: $99,479. 216 children on the waiting list.
September services paid October: $93,242. 257 children on waiting list.
October services paid November: $76,876. 210 children on waiting list.

Medicaid Transportation

July – 571 clients served; 2653 trips provided; $77,281.78 billed for trips
August – 191 clients served; 1685 trips provided; $70,605.78 billed for trips
September – 382 clients served; 2100 trips provided; $55,996.37 billed for trips
October – 334 clients served; 1906 trips provided; $58,758.46 billed for trips
November—443 clients served; 1775 trips provided; $44,741.78 billed for trips
December—285 clients served; 1672 trips provided; $47,017.34 billed for trips

Child Support

July – Served 1354 children with collections at $218,701.13
August – Served 1368 children with collections at $216,051.17
September – Served 1366 children with collections at $226,202.75
October – Served 1368 children with collections at $212,492.83
November—Served 1367 children with collections at $208,255.95
December—Served 1355 children with collections at $194,025.07

Program Integrity

July – 190 open cases. Collected $3,163.13 with $620.16 retained in county.
August – 193 open cases. Collected $4,146.31 with $774.00 retained in county.
September – 193 open cases. Collected $4,928.31 with $911.90 retained in county.
October – 185 open cases. Collected $3,664.13 with $554.34 retained in county.
November—197 open cases. Collected $3,336.82 with $401.70 retained in county.
December—204 open cases. Collected $3,084.60 with $466.70 retained in county.

Adult Social Work Services

Adult Protective Services

July – Received 11 reports, 5 were screened in.
August – Received 10 reports, 5 were screened in.
September – Received 13 reports, 10 were screened in.
October – Received 15 reports, 7 were screened in.
November—Received 11 reports, 7 were screened in.
December—Received 12 reports, 6 were screened in.

Guardianship

July – 26 open cases
August – 25 open cases
September – 27 open cases
October – 28 open cases
November—27 open cases
December—27 open cases
In Home Aide Programs
July – 20 (HCCBG/SSBG/Payee/Adult Day), 15 Family Caregiver, 77 SA In Home, 71 CAP/DA
August – 21 (HCCBG/SSBG/Payee/Adult Day), 15 Family Caregiver, 76 SA In Home, 70 CAP/DA
September – 21 (HCCBG/SSBG/Payee/Adult Day), 15 Family Caregiver, 70 SA In Home, 70 CAP/DA
October – 19 (HCCBG/SSBG/Payee/Adult Day), 15 Family Caregiver, 68 SA In Home, 69 CAP/DA
November—24 (HCCBG/SSBG/Payee/Adult Day), 15 Family Caregiver, 68 SA In Home, 71 CAP/DA
December—26 (HCCBG/SSBG/Payee/Adult Day), 15 Family Caregiver, 64 SA In Home, 68 CAP/DA

Facility Monitoring
July – six facilities monitored, three complaints investigated
August – six facilities monitored, three complaints investigated
September – six facilities monitored, one complaint investigated
October – six facilities monitored
November—six facilities monitored
December—six facilities monitored
Child Protective Services
July – 42 reports received. 20 reports were accepted for investigation involving 38 children. 4 were found in need of services. 33 active CPS investigations. Offered services in two cases. 16 open case management cases. Provided six assists to other counties.
August – 51 reports received. 27 reports were accepted for investigation involving 52 children. 9 were found in need of services. 39 active CPS investigations. Offered services in one case. 15 open case management cases. Provided six assists to other counties.
September – 39 reports received. 21 reports were accepted for investigation involving 40 children. 9 were found in need of services. 39 active CPS investigations. Offered services in one case. 14 open case management cases. Provided five assists to other counties.
October – 50 reports received. 25 reports were accepted for investigation involving 52 children. 7 were found in need of services. 40 active CPS investigations. Offered services in two cases. 13 open case management cases. Provided five assists to other counties.
November—52 reports received. 25 reports were accepted for investigation involving 55 children. 7 were found in need of services. 36 active CPS investigations. Offered services in one case. 10 open case management cases. Provided 13 assists to other counties. Reports received: 22 for neglect, 3 for sexual abuse, 14 for substance abuse, 2 for domestic violence/family violence, 22 for improper supervision, 2 for improper discipline, 4 for improper care, 1 for mental health problems, and 1 for dependency.

December—47 reports received. 25 reports were accepted for investigation involving 47 children. 2 were found in need of services. 39 active CPS investigations. Offered services in one case. 9 open case management cases. Provided 9 assists to other counties. Reports received: 33 for neglect, 3 for abuse (1 physical, 1 sexual, and 1 emotional), 8 for substance abuse, 8 for domestic violence/family violence, 7 for improper supervision, 2 for improper discipline, 5 for improper care, 1 for abandonment, and 1 for dependency.

Foster Care

July – working with 111 children (includes extended foster care and monitoring), currently have 20 licensed foster homes, one adoption completed
August—working with 111 children (includes extended foster care and monitoring), currently have 22 licensed foster homes, two adoptions completed
September – working with 119 children (includes extended foster care and monitoring), currently have 22 licensed foster homes, two adoptions completed
October – working with 118 children (includes extended foster care and monitoring), currently have 22 licensed foster homes, 12 families are in the process of being licensed and 15 families are currently going through MAPP
November—working with 109 children (includes extended foster care and monitoring), currently have 19 licensed foster homes, 12 families will complete MAPP on 12/11, still working on licensing other families who have previously finished with MAPP, seven adoptions completed
December—97 children in custody, six children are receiving extended foster care, and two children are being monitored. We assumed custody of four children in December. We are working with 124 children/families with adoption assistance. We have 65 children open for the LINKS program. Currently have 21 licensed foster homes. Currently have 14 homes that are waiting for licensing to be completed. Informational session to be held on January 14, 2018 at the DSS office—18 families have expressed interest. MAPP class begins on January 22 and runs through April 9 with 11 families confirmed to begin thus far. Four adoptions completed.

Administration

July – 880 walk ins; 4 fishing licenses distributed
August – 1131 walk ins; 8 fishing licenses distributed
September – 954 walk ins; 1 fishing license distributed
October – 1015 walk ins; 3 fishing licenses distributed
November—1004 walk ins; 0 fishing licenses distributed
December—997 walk ins; 1 fishing license distributed

Staffing

July – 3 vacancies (one foster care social worker and two adult services social worker)—continue to need an additional social work supervisor to meet state policy and rule
August – 2 vacancies (one foster care social worker and one social worker-SA Liaison)—continue to need an additional social work supervisor to meet state policy and rule
September – 2 vacancies (one foster care social worker and one social worker-SA Liaison)—continue to need an additional social work supervisor to meet state policy and rule
October – 1 vacancy (social worker – Substance Abuse Liaison)—continue to need an additional social work supervisor to meet state policy and rule
November—3 vacancies (social worker/substance abuse liaison, social work supervisor, processing assistant)—continue to need an additional social work supervisor to meet state policy and rule

December—5 vacancies (two-income maintenance caseworkers, social worker in foster care, social work supervisor, processing assistant)—continue to need an additional social work supervisor to meet state policy and rule

DSS Involvement with Cardinal Innovations – December 2017

- **December 11, 2017: Cardinal staff provided a training at DSS for social workers regarding secondary trauma.**
- **December 13, 2017: Permanency Planning Hearings were held at DSS for foster care cases. Cardinal staff was present.**

DSS Director Stacey Elmes noted:

- On page 2 of the information provided where it talks about child day care services, we have started taking a few children off the waiting list because we are underspending, however the state wants us to save that money to give to other counties.
- I do not want to do this, I feel like we need to serve Stokes County, so I am going to continue to take children off the waiting list with the money that we have been allotted.
- We have sent out some more letters in January to try and get a few more off the list.
- We took 6 children off in December, tried to get 25 but only 6 responded.
- We are going to try and get more in January and see if we can get some more families served.
- The only other thing as far as numbers go, on our Foster Care page, we had 5 adoptions completed in December, not 4, this was just a mistake.
- If you add up where the other months I put a total number of children we were working with, in December it looks kind of low but the total is 105 if you add the other children in extended foster care and those that are being monitored.
- As far as vacancies, we are down to 3, we have filled the 2 income maintenance positions, they are starting January 22nd.

Chairman Mendenhall responds:
I see that we have 18 families that have expressed an interest at this point.

DSS Director Stacey Elmes responds:

- They are all scheduled to be here Sunday for the information session, so we are looking forward to that.
- We had a training session yesterday, we had 35 individuals show up, so there's a lot of interest that's peaking out there, so we are happy about that.

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

Commissioner Jones commented:

- Just a question, did DSS do the usual Christmas thing?
- I have been buying gifts and I somehow missed that.

DSS Director Stacey Elmes responded:

- Last year we put up trees in several places, and had our children and adult wards taken that way.
- This year we had several places call and we ended up giving away almost all of them that way.
- They all got served, it just happened to be a different kind of way.
- West Stokes, and North Stokes each took several and many other businesses.

Commissioner Jones responded:

- That is good news, this is wonderful.
- The interest in foster care is encouraging.
- Thank you for that.

Vice Chairman Walker commented:

- I am just curious, I notice each month there is a report along with all our other information, which is an abundance of information, there is a report on how many fishing license are distributed.
- What does a person need to do to qualify for a fishing license?

DSS Director responds:

- You just have to be eligible for Food Stamps.

Commissioner Booth comments:

- Thank you for the report.

Commissioner Lankford comments:

- This was a good report.
- Very informative.
- I think things are going good.

Chairman Mendenhall comments:

- I will echo that also Stacey, with the foster care and child protective services information, I feel that we are certainly on a positive upswing.
- Thank you for all that you do.

GENERAL GOVERNMENT - GOVERNING BODY – DISSCUSSION AGENDA

Tax Administration Report – December 2017

Tax Administrator Jake Oakley presented the following informational data for the December 2017 Report for the Board's review:

Fiscal Year 2017-18	Budget Amount	Collected Amount	Over Budget	Under Budget
Current 2017 Taxes Percentage = 72%	$21,179,104.00	$15,147,839.46		$6,031,264.54

	Budget Amount	Collected Amount	Over Budget	Under Budget
Prior Taxes	$500,000.00	368,105.64		$131,894.36
County Regular & Motor Vehicles Percentages = 74%				
New Schools F-Tech Fund Percentage = 74%	$1,366,394.00	$1,006,440.58		$359,953.42

Chairman Mendenhall opens the floor for any discussion/comments/questions.

Commissioner Jones commented:

- It looks consistent.
- I don't have any questions.
- Good job and thank you.

Tax Administrator Jake Oakley noted:

- I do want to say the motor vehicle report will be in the next report.
- I was unable to get the numbers from the state in time for this one with the calendar year being July to December.
- As soon as I get it, and Julia does what she needs to do, I will have in February's report.

Vice Chairman Walker commented:

- It looks like business as usual.
- Collections look good.
- Anything you would like to share on that.

Tax Administrator Jake Oakley responded:

- Utilities are down a little bit.
- Utilities and some others wait until the last minute to pay.
- Once January is calculated, should bring us to 95% collected for the calendar year.

Vice Chairman Walker continued:

- They want to hold on to their money as long as possible.
- Did you say the utilities are down a little bit?

Tax Administrator Jake Oakley responds:

- Yes it is down about $50,000.00 on the county side.
- The general county, service (fire) district, and education fund had a decrease.
- The others stayed about the same
- Some even had an increase.

Commissioner Booth commented:

- You have already answered my question.
- I was planning to ask how collections were going.
- I noticed the six million on the report, but it sounds like that will be taken care of as the payments are posted.
- I appreciate the monthly report.

Tax Administrator Oakley responded:

- Yes at least four million of that will be paid.

Chairman Mendenhall commented:

- I also say Thank You.
- I don't have any questions.

Commissioner Lankford commented:

- I just notice that as I am around the last few days that a lot of people are here paying taxes.
- That tells me that a lot of people are waiting until the last minute to pay their taxes.

Tax Administrator Jake Oakley responded:

- They do wait.
- Actually your tax administrator waited until the last minute.
- My home is escrowed so it was paid in August.
- The others I paid on January 5th.

Commissioner Lankford responded:

- Appreciate your honesty.
- Honesty always pays.

Business and Personal Property Discovery Report – October, November, & December 2017

Tax Administrator Jake Oakley presented the following Business and Personal Property Discovery Report for October, November, & December 2017 for the Board's review:

Audit Dates	Number of Accounts	Total Value	Taxes Due
10-01-17/12-31-2017	319	$2,099,556.00	$20,872.28

Business and Personal Property Discoveries Billed for Fiscal Year 2017-18

Tax Administrator Jake Oakley presented the following Business and Personal Property Discoveries for Fiscal Year 2017-18 for the Board's review:

Audit Dates	Number of Accounts	Total Value	Taxes Due
07-01-17/06-30-18	527	$2,454,856.00	$24,162.34

Garnishments

Tax Administrator Jake Oakley presented the following Garnishments for October, November, & December 2017 for the Board's review:

Audit Dates	Number of Accounts	Total Value	Taxes Due
10-01-17/12-31-17	164	$53,910.03	$48,837.10
07-01-17/6-30-18	503	$187,519.20	$143,486.02

EMS Billings & Collections

Tax Administrator Jake Oakley presented the following Current and Delinquent EMS Billing for Fiscal Year 2017-18 for the Board's review:

Month	Transports Billed	Charged	Collected	Medicare/Medicaid Non-Billable*	Other Non-Billable*

Jul-17	383	$247,659.40	$258,620.14	$165,616.29	$782.73
Aug-17	356	$230,760.50	$148,098.65	$72,078.89	$2,416.29
Sep-17	410	$266,492.60	$172,554.96	$96,158.40	$5,789.01
Oct-17	390	$251,345.30	$135,477.47	$66,244.07	$1,859.57
Nov-17	326	$210,305.90	$133,467.50	$84,094.94	$609.22
Dec-17	317	$204,681.80	$128,054.30	$42,339.77	$1,130.67
Totals	**2182**	**$1,411,245.50**	**$976,273.02**	**$526,532.36**	**$12,587.49**

*Non-Billable are contractual obligation, amount for which the patient can't be billed

Interstate Credit Collections – DataMax

Tax Administrator Jake Oakley presented the following Interstate Credit Collections – DataMax for the Board's review:

NC Debt Set-Off for Property Tax & EMS Accounts	
Cumulative Total to Date Collected – NC Debt Setoff	**$290,461.96**
Cumulative Totals	
Cumulative Total to Date Collected-Motor Vehicles	$155,222.13
Cumulative Total to Date Collected-Property Taxes	$70,517.43
Cumulative Total to Date Collected-EMS	$450,889.12
Grand Total to Date Collected – All categories	**$676,628.68**

Refunds More Than $100-Real and Personal Property

Tax Administrator Jake Oakley presented the following Refunds More Than $100-Real and Personal Property (December 2017) at the January 8th meeting for the Board's review with consideration for approval at the January 22nd meeting:

Refunds More Than $100 Name	**Real/Personal Bill Number**	**Property Amount**	**Reason**
Goldbach, Donald Henry Goldbach, Judy Weiner	34484427	$177.04	VEHICLE SOLD
Poole, Julie Piper Poole, Larry Michael	26239052	$145.35	VEHICLE SOLD
	Total Amount	**$322.39**	

Chairman Mendenhall opened the floor for discussion.

The Board had no issues with the information provided by Tax Administrator Oakley.

Chairman Mendenhall, with full consensus of the Board, directed the Clerk to place the following on the January 22nd Consent Agenda:

- Refunds More Than $100-Real and Personal Property

Tax Administration – Personal Property Schedule of Values

Tax Administrator Jake Oakley presented the following documents for the Board's review with consideration for approval at the January 22nd meeting:

1. 2018 Department of Revenue Cost Index and Depreciation Schedules (Business & Personal Property).
2. 2018 Pricing Guidelines for Personal Property.
3. 2018 Single Wide Mobile Home Pricing Guidelines (Schedules Developed from Marshall and Swift).

Tax Administrator Oakley noted the following:

- This has to be approved each year
- These documents are used to price and value personal property
- Request the document be placed on the January 22nd Consent Agenda

Chairman Mendenhall opened the floor for discussion.

The Board had no issues with the request from Tax Administrator Oakley.

Chairman Mendenhall, with full consensus of the Board, directed the Clerk to place the following on the January 22nd Consent Agenda:

1. 2018 Department of Revenue Cost Index and Depreciation Schedules (Business & Personal Property).
2. 2018 Pricing Guidelines for Personal Property.
3. 2018 Single Wide Mobile Home Pricing Guidelines (Schedules Developed from Marshall and Swift).

Clerk to the Board Shannon Shaver confirmed with the Board that all the backup information (numerous pages) placed in today's Agenda relating to the Personal Property Schedule of Values and Depreciation Schedules for 2018 did not have to be included in the January 22nd Consent Agenda.

BB&T Loan Payoff – Jail Expansion

County Manager Rick Morris presented the following information to the Board:

TO: Board of County Commissioners

FROM: Julia E. Edwards

DATE: January 4, 2018
RE: Payoff of BB&T loan for roof at the Government Center and Pinnacle EMS Station

On January 17, 2018, we will be closing on the USDA loan for the jail expansion. When the County borrowed the funds to put a new roof on the Government Center and build the Pinnacle EMS Station the Government Center property was used as collateral for the loan. The Government Center property included the jail, therefore BB&T is on the deed of trust as the first lender. USDA requires that USDA be the first lender, therefore we will need BB&T moved to the second lender. There is one payment left on this loan of $40,400.00 and BB&T is asking if we can pay the loan off and not go through the time consuming legal issues with the Deed of Trust, etc. to change them to the second lender. I have talked to Ty about this and if the County could pay the loan off it would make the closing much simpler.

Attached is Budget Amendment #33 to transfer funds from contingency to pay this loan off. I am requesting that this be moved to the action agenda for approval, due to timing of the closing of the loan with USDA.

Finance Director Julia Edwards submitted Budget Amendment #33.
To amend the General Fund, the expenditures are to be changed as follows:

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
	Debt Service			
100.9100.806	Principle-Roof & EMS Station	$40.000.00	$40,000.00	$80,000.00
100.9100.836	Interest-Roof & EMS Station	$ 2,388.00	$ 400.00	$ 3,288.00
	Contingency			
100.9910.000	Contingency	$96,241.00	$(40,400.00)	$55,953.00
	Total	**$139,241.00**		**$139,241.00**

This budget amendment is justified as follows:

To transfer funds to pay off BB&T loan for the roof at the Government Center and the Pinnacle EMS Station.

This will result in a net decrease of $0.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenues 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.

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
	Totals	**$0.00**	**$0.00**	**$0.00**

County Manager Morris noted:

- The letter provided is pretty self-explanatory about what they want to do.
- Ty and Julia have spoken with BB&T and this is the simplest way to do this.
- Due to the time sensitive nature of this she is requesting that this be moved to Action today.

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

Commissioner Lankford commented:

- I think this is a good idea.
- We should go ahead and do it.

Commissioner Booth commented:

- It also will save us about $400.00 interest.

Commissioner Jones commented:

- I think it is a great idea.

Chairman Mendenhall with full consensus of the Board directs the Clerk to move this item to today's Action Agenda.

GENERAL GOVERNMENT - GOVERNING BODY – DISCUSSION AGENDA

Proposed Lease Poplar Springs Elementary School Surrounding Grounds

County Manager Rick Morris presents the following information:

North Carolina

Stokes County

Land Lease for Small Grain Crops

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

The undersigned Tenant, whose name was drawn on _____from a lottery drawing, hereby
leases the vacant land on Hobe Kiser Road owned by Stokes, and located on the other side of Hobe Kiser Road across from Poplar Springs Elementary School, for the exclusive purpose of planting, cultivating and harvesting small gain crops 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 and maintain public liability and property damage insurance in an amount determined by the County Manager to ensure that the County of Stokes and the Stokes County Board of Education are held harmless against the risks and hazards involved in the proposed agricultural activity, and in the coverage amount of at least $1,000,000.00. Tenant shall furnish Stokes with a certificate of said coverage.
4. Tenant may not sublease the property unless approved by the Stokes County Board of Commissioners.
5. Tenant shall 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 employee of Stokes.
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

County of Stokes

By: _____

Ronnie Mendenhall, Chairman of Board of Commissioners

County Manager Morris comments:

- I have talked with Ty who has spoken with both Stanley Smith, the current lessee, and Fred Johnson, the Attorney for the school system.
- The information he got back from Stanley is that for the land he is currently tending, on the right side of the road as he referred to it, he does not have to go on school property.
- This issue is dealing with whether or not to modify this agreement with the firearms request that was put in by the school.
- Neither Stanley, nor Fred, nor Ty thinks the firearms thing is an issue as long as people stay off the school property.
- If they use the same spot that Stanley is using they won't be on school property or crossing school property.
- According to Fred and Ty, if something should change, where they start tending additional property or do anything that would cause them to be either on the school property or cross the school property, the firearm clause would be in affect and they shouldn't have a firearm with them.
- The bottom line is, if they do this the way Stanley did it, which is to come and go and not be on school property, neither of the Attorneys' have an issue with them having a firearm.

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

Commissioner Booth commented:

- I believe this sounds good.
- We haven't had any trouble in the past.
- The access that Mr. Smith is using now is good.
- You don't have to go across anyone else's land.

County Manager Morris responded:

- You don't have to go across school property.

Commissioner Booth continued:

- So there is an access to the road that is on county property without going onto the school or any other property.

County Manager Morris responded:

- That is my understanding.

Commissioner Jones commented:

- So we are going to just take item number nine and strike out, the adjoining land leased herein.
- Is that what I am understanding?

Chairman Mendenhall commented:

- I was also looking at that.
- That was going to be my question.

Commissioner Jones continued:

- The lease reads, there should be no hunting, and no firearms around the school campus.
- That's a given.
- Should we say and the adjoining land leased herein?

County Manager Morris responds:

- I can get Ty to modify to say there shall be no hunting on school property or the adjoining land leased herein and leave no firearms on school property but not the land leased.
- He can have it at the next meeting for Board approval.
- I have gotten questions on when this would be advertised.
- I advised that it would probably be approved at the next meeting and advertised shortly after that.

With no further discussion, Chairman Mendenhall, with full consensus of the Board directed the Clerk to put this item on the next meetings action agenda.

GENERAL GOVERNMENT - GOVERNING BODY – DISCUSSION AGENDA

Lease of Parking Space in Danbury

Chairman Mendenhall commented:

- I believe Rick at our last meeting I had asked you to contact Beth and see if you could negotiate a price on that.
- Also I believe I had asked you to get an effective date on that.

County Manager Morris responded:

- She actually did not give an effective date
- I don't think she has decided on what that would be, she was speaking like it would be fairly soon.
- She did say she would accept a counter offer.
- Although she feels that the current price is a fair price.
- I would say if the counter offer is much less than the fair price it would most likely not be accepted.
- The only other change is, I went over and counted the spaces.
- She said we could actually get 12 cars in there instead of 10 if all the available space is used, not worrying about where the lines are at exactly.
- That was the feedback I got back from her.

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

Chairman Mendenhall commented:

- I am hearing that she would accept a counter offer.
- She said there are 12 spots instead of 10.

County Manager Morris responded:

- She did mention the fact that it had been provided free and her Dad and her for a long time.
- I guess maybe for you to take into consideration.

Commissioner Jones commented:

- I still just have issues paying that kind of money to lease parking.
- I think we really need to be proactive in finding a new spot of our own.

Commissioner Walker commented:

- I think at some point it will behoove us to be looking at other options.
- We may be getting close to that time.

Commissioner Lankford commented:

- I believe we have other alternatives.

Commissioner Booth commented:

- I believe there are some other things that we can do.
- I have been looking at some options myself.

Chairman Mendenhall noted:

- I believe everyone is in agreement on exploring other options right now.
- We will table this at this time.

GENERAL GOVERNMENT - GOVERNING BODY – ACTION AGENDA

Appointment – Northwest Piedmont Planning Organization
Transportation Advisory Committee

Chairman Mendenhall noted:
If you remember we unanimously voted that Commissioner Lankford be re-appointed and I asked that this appointment be moved to action to todays' meeting.

Commissioner Jones moved to close nominations.

Chairman Mendenhall takes a vote to close nominations, vote is 5-0, closing the nominations.

Commissioner Jones moved to approve the re-appointment of Commissioner Lankford to the Northwest Piedmont Planning Organization Transportation Advisory Committee. Commissioner Booth seconds the motion.
Chairman Mendenhall opened the floor for any further discussion.

With no further discussion, the motion carried unanimously.

GENERAL GOVERNMENT - GOVERNING BODY – ACTION AGENDA

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

Chairman Mendenhall entertained a motion to approve the Proposed Operating Lease Agreement – LifeBrite Community Hospital of Stokes Pine Hall Community Campus.

Commissioner Jones moved to approve the Proposed Operating Lease Agreement – LifeBrite Community Hospital of Stokes Pine Hall Community Campus. Commissioner Lankford seconds.

Chairman Mendenhall opened the floor for any further discussion.

With no further discussion, the motion carried unanimously.

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.

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, LifeBrite 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:

_____

GENERAL GOVERNMENT - GOVERNING BODY – ACTION AGENDA

Amended Facility Use Agreement – 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 room indicated below, 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 Stokes County Manager's office in Danbury. 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.

_____
County of Stokes

User: _____
Individual or Organization

By: _____
Authorized Representative of Organization

NAME: _____ HOME PHONE: _____
ADDRESS: _____ MOBILE PHONE: _____
_____

AREA RESERVED	AMOUNT
LARGE ROOM / KITCHEN	$_____
CONFERENCE ROOM	$_____
AMOUNT PAID	$_____

DEPOSIT PAID: _____

REFUND INFORMATION:

DATE OF REFUND: _____ AMOUNT OF REFUND: _____

SEE RULES AND REGULATIONS ON ATTACHED PAGE

Chairman Mendenhall entertained a motion to approve the Amended Facility Use Agreement – Pine Hall Community Campus.

Commissioner Lankford moved to approve the Amended Facility Use Agreement – Pine Hall Community Campus. Commissioner Jones seconds.

Chairman Mendenhall opened the floor for any further discussion.

With no further discussion, the motion carried unanimously.

GENERAL GOVERNMENT - GOVERNING BODY – ACTION AGENDA

BB&T Loan Payoff – Jail Expansion

Chairman Mendenhall entertained a motion regarding the payoff of the BB&T Loan for the Jail Expansion which was presented at today's meeting.

Commissioner Jones moved to approve the payoff of the BB&T Loan for the Jail expansion. Commissioner Booth seconded the motion.

Chairman Mendenhall opened the floor for any further discussion.

With no further discussion, the motion carried unanimously.

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)

Commissioner Jones seconded and the motion carried unanimously.

The Board re-entered the open session of the December January 8th meeting.

Interim County Manager – Appointment

Chairman Mendenhall opened the floor for any additional business in open session.

Commissioner Jones moved to appoint as Interim County Manager Jake Oakley effective January 9, 2018 12:00am, at a salary grade 84, with salary details to be worked out with our Finance Director as soon as possible.
Commissioner Booth seconded the motion.

With no further discussion, the motion carried unanimously.

Chairman Mendenhall noted:
Effective tomorrow January 9, 2018 Jake Oakley is Interim County Manager.

Adjournment

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

Commissioner Jones moved to adjourn the meeting. Commissioner Lankford seconded and the motion carried unanimously.

Shannon Shaver
Clerk to the Board

Ronnie Mendenhall
Chairman