

STATE OF NORTH CAROLINA)
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COUNTY OF STOKES)
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OFFICE OF THE COMMISSIONERS
STOKES COUNTY GOVERNMENT
DANBURY, NORTH CAROLINA
JANUARY 22, 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 22, 2018 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 Jake M. Oakley
Clerk to the Board Shannon Shaver
County Attorney Ty Browder
Finance Director Julia Edwards

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

INVOCATION

Chairman Mendenhall asked Commissioner Jones to give the invocation.

Commissioner Jones 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 January 22nd agenda.

Chairman Mendenhall noted that County Manager Oakley had a request to add items to the January 22nd agenda.

County Manager Oakley responded:

- I would like to request that a budget amendment be added to the consent agenda.
- The budget amendment from Finance Director Julia Edwards is requesting that the Sheriff's Department be allowed to purchase a car for the Dare program.
- It will be moving \$2,000.00 dollars added to his current budget from the federal funds from drug projects only.
- The request from the Sheriff is that this be placed on the consent agenda so he may move forward with purchasing this car for the Dare program.
- The other item I would like to discuss is the Economic Development Director position.
- We have a lot of application for this position.
- I would like to place this on the discussion agenda and move forward with setting a closing date.

Chairman Mendenhall commented:

- We have had a request from the County Manager to add a budget amendment to transfer funds regarding Sheriff Marshall and the purchase of a vehicle for the Dare program for consent.
- The other request, which would be item H on discussion, concerning the Economic Development position, as far as a closing date for those applications.

Commissioner Jones moved to approve the January 22nd Agenda as presented with the amendments.

Vice Chairman Walker 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.

County Manager Oakley commented:

- I personally want to thank the Board of County Commissioners for giving me an opportunity to serve the citizens of Stokes County.
- I will do the best I can to make sure that everything I do is in the best interest to the citizens of Stokes County.
- Also Mr. Morris left some big shoes to fill and I will do my best to fill those and serve the County.
- A few things I would like to mention that were in the Stokes News.
- Our Sheriff's Department made an arrest concerning several individuals, which helps with taking these dangerous drugs off our streets and protecting our children.

- I just wanted to recognize the Sheriff's Department on that.
- There was also a letter to the editor in The Stokes News from Billy Moorefield expressing his appreciation to our EMS Department.
- On Saturday October 7th, there was a tractor accident.
- He wanted to especially the stations 36, 37, & 40.
- He wanted to thank all the EMS units, and Brandon Gentry, Shannon Francis, and Tyler Hall.
- He also made a note to thank Fire Marshall Scott Aaron.
- He appreciated all the help he received and all the prayers from those around the county.
- You may have also noticed that our Jail Expansion is underway.
- The construction has begun, so for the next eighteen months, we may encounter some parking issues.
- We will try and solve those as they arise.
- Thank you for your time.

Commissioner Lankford commented:

- Ethics for Life- "I have set the Lord always before me because he is at the right hand, I shall not be moved"(Psalm 16:8) Very powerful message that I wanted to share.

Chairman Mendenhall commented:

- Thank you to everybody for coming out.
- It is always good to see you all.
- A lot of familiar faces as always.
- Participation in our County Government is extremely important to me from our public.
- It was good to see the government shutdown was avoided with some last minute negotiations in Washington, D.C. today, I was glad to see that handles and taken care of.
- Looking forward to a good year this year in 2018.
- Before you know it, it will be Thanksgiving and Christmas again and we will have another year under our belts.
- Wish everyone a good year.

Commissioner Booth commented:

- Welcome everybody and thank you for being here tonight.
- Thank you for taking part in our County Government.
- I would also like to thank the Lord for his blessings, guidance, mercy, and grace that he shows to me every day, and the wisdom that he gives in his word.
- Thank you Mr. Chairman.

Vice Chairman Walker commented:

- We have already had a couple of welcomes, but I would like to extend mine also.
- It is always a pleasure to see folks here and interested in local government for any reason.
- We have some staff here today and one former staff until fairly recently.
- I notice our previous County Manager Rick Morris is here and I want to again thank Rick for his service to the county.
- He had a lot of good accomplishments and kept things very stable for a number of years.
- I hope he is enjoying his retirement.
- I hope Darlene is enjoying her retirement, she did just an exemplary good job for the county.
- We have the two positions filled that it took to fill her position.
- Things seem to be settling down in new directions.
- It is nice to have Shannon on board, she is smiling still and I always consider that a good sign.
- It is good to have Jake in his position, seems like you are getting settled in and I hope things continue to go well for you.
- Our Chairman mentioned a government shutdown.
- I was kind of curious how that was going to play out.
- Seems like there were some battle lines drawn.
- I still haven't figured out exactly what dynamics were involved.
- It appears there was a three day or so or partial shutdown or something.
- For the sake of the country and for the sake of all the people that are affected by things like that, I am glad that this has been resolved.
- I know there is still some work to be done.
- I believe immigration was a big part of the issue.
- I believe as part of the settlement of the shutdown there has been some agreement to take a look at some of those issues in a favorable way.
- Sometimes we get in a situation where there is no easy answer.
- I will stop there.
- We have plenty of work to do this evening.
- Thank you Mr. Chairman.

Commissioner Jones commented:

- I want to welcome everyone.
- I don't want to take away from the shutdown.
- I could speak on that, but I won't spend time.
- Jake and I spent most of the day with Stacey Elmes and Marsha Marshall at the North Carolina association of county commissioners for social services.
- They have a program called Thrive, they urge commissioners to get involved.
- Received a lot of statistics, on the opioid epidemic.
- Kevin Austin as you know is heavily involved in that.
- He had a panel of attorneys, and a judge answering a lot of questions.

- There is so much I could say but one of the biggest things I took away from them is that they need more court time to get things done.
- There is just not enough court time.
- The other take away is that with Social Services, the pay is too low, caseloads are too high, and the turnover rate is rising with them just being burnt out with being on call and working too many hours.
- Of course the consequence of that is that these young clientele have someone assigned to them and they often do not stay.
- This in turn causes chaos and distrust.
- It is hard to really build that program up and have success with those needy people.
- It is something to keep in mind.
- It was very good.
- I highly suggest if you get an opportunity you attend the next one.
- It went along quickly.
- They stayed on task.
- Very professionally done as they do all things.
- Again if you get an opportunity to go the Thrive program, I highly recommend it.

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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:

Rick Morris
 2199 Gentry Rd.
 Danbury, NC 27016
RE: Salary Study

Mr. Rick Morris presented the following information to the Board of County Commissioners:

I was disappointed to see that the salary study proposals that I solicited before leaving the county manager position were not included on the board's agenda for this evening. I certainly expect them to be on your next agenda so you can begin the process of evaluating and selecting one of the three proposals. The salary study is fully funded in the current county budget at a level that will cover any of the three proposals, even if you follow my recommendation and make a best value selection that might not necessarily be the lowest priced proposal. It's critical to get this study completed this calendar year so that implementation can be included in the county's FY 2019/20 budget. An outside salary study has not been done in Stokes County since the year 2000 and insufficient pay is the major contributor to the serious personnel turnover problem in Stokes County Government that has existed for the majority of the nine years that I served as county manager.

During my tenure as county manager and especially during the past few years the personnel turnover percentage has run from the mid-teens to as high as the mid-twenties. The commissioners have had to make temporary emergency pay adjustments more than once just to keep the bare minimum of positions filled, especially in emergency services such as the Sheriff's Department and EMS. If you ask most voters they will tell you that county government should be run as much like a business as possible. I certainly agree with that premise. No business would stay in operation if they experienced the same level of personnel turnover percentages that Stokes County continues to experience year after year. I have highlighted this issue in every budget that I proposed but no serious action has been taken by the commissioners to address this problem. An example was my proposal to change EMS to a 24/72 hour schedule so that we could compete with surrounding counties that were moving to this schedule. As I projected surrounding counties are peeling off our EMS staff where paramedics can work more favorable hours with better net pay. Can you blame them for making the change?

Anyone who runs a business or other organization knows that organizational stability is critical to successful operations. Without personnel stability, increased cost and risk are introduced and efficiency is sacrificed. Inefficiency and the associated spending increases that come with it are not what common-sense conservatives practice. During the past few years it sometimes seemed like we were running a personnel replacement detachment instead of a county government. **As a taxpayer and citizen of Stokes County I consider this inefficiency unacceptable.**

Just in case anyone thinks the county pay scale for employees is not the key contributor to the large personnel turnover percentages, I picked up an interesting point from one of the organizations that submitted salary study proposals to Stokes County. Their representative said that they don't even use Stokes County pay information when doing comparisons of like size counties because the pay is so low that it skews their analysis and makes it inaccurate. I think that statement speaks volumes about the urgency of getting this pay study completed and implemented as soon as possible. Our very professional county employees deserve much better.

In closing I would note an interesting post I saw on Facebook this weekend comparing some of the county's EMS salaries to the starting salaries of warehouse workers being solicited by Dollar General. It was quite revealing. You should take time to check it out.

Sri Sarvasri Ananda

1060 Tyler Road

Walnut Cove, NC 27052

RE: Happiest, Healthiest, Greenest County in the Nation

Mr. Ananda presented the following information to the Board of County Commissioners:

For a whole year, at every commissioners meeting, I presented many documents that detailed solutions to our most pressing problems. I said I would return periodically with technologies to improve the quality of life in Stokes County. Today is the first of these presentations.

I recently reviewed the 2017 Forsyth County Health Report. They reported that 14.3 to 29.4 percent of schoolchildren, up to nearly 1/3 of the students, attempted suicide in the past 12 months. This dramatic rise in attempted suicide is unacceptable and clearly highlights the fact that our school children are suffering with mental and emotional problems. As I've presented before, all our social problems are due to the degradation of our physical, mental, and emotional health. Today, I'm presenting an additional solution.

The device I'm passing around is called a Brix refractometer. This device could literally save the lives of thousands of people in Stokes County. It measures food quality. Food quality is graded from A to E. A equals excellent, B equals good, C equals average, D equals poor, and E means it is unfit for human consumption. To determine food quality, all you need to do is put a couple of drops of juice from any fruit or vegetable on the prism and read the value. Then simply compare the value to standard values on the Brix chart. You can instantly know if the food is nutritious or worthless. I've been doing research into the quality of food available in our local markets. The vast majority of it rates as poor quality. Of course, I am not bothering to test all the junk foods, processed foods, or synthetic foods. I'm testing the best fruits and vegetables in the market, and most of them rate poor, even some organic foods.

This means that even if we're trying to live and eat healthy, we can't do it. Such foods are not available. If we're going to prevent our schoolchildren from committing suicide, we have to make dramatic changes. Please study the documents I've provided. I'm spending 12 to 18 hours a day, for months on end, researching and producing these documents. Please study them. The future of Stokes County depends upon your understanding the critical factors affecting the well being of our people.

My next presentation in February will be on solutions to this food quality problem.

Ellen Peric

1095 Wheeler Smith Road

Lawsonville, NC 27022

RE: **Arts Update**

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

On January 14th we presented:

- "Amen: The Life and Music of Jester Hairston" – A film screening and panel discussion celebrating Jester Hairston, who was born in Little Egypt in Stokes County and went on to become an actor, composer, and the only Stokes County native with a star on the Hollywood walk of fame. He brought his grandparents' spirituals to the world stage, elevating the music from Stokes County for all to hear.
- We also presented a film clip from NYC filmmaker Princess Hairston, called "Tracing the Hairstons". This will be a full length documentary with appearances by the local community. This kicked off "The Lilies Project"

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.

2018 Poetry Out Loud District Competition

at The Arts Place

Friday January 26, 2018

- Featuring students from Stokes Early College, South Stokes and West Stokes High Schools.
- Poetry Out Loud encourages students to learn about great poetry through memorization and recitation. Through the program, students can master public speaking skills, increase reading comprehension scores, build self-confidence and learn about their literary heritage. Poetry Out Loud has inspired thousands of high school students to discover and develop deep, personal relationships with great classics and contemporary poetry.
- The N.C. Arts Council, in partnership with the National Endowment for the Arts, the Poetry Foundation and the Stokes County Arts Council, invites Stokes County students to participate in the program to gain a deeper appreciation of great poetry. The program starts in the classroom, broadens to the state level and culminates at the national finals in Washington, D.C.
- This event is free to the public.

Coffee & Canvas

- Grab a friend and join Stokes Arts for Coffee & Canvas at The Arts Place of Stokes on Friday January 26th!
- This month's theme is "Winter Views"

Plans for the Winter Dessert Theatre series coming soon!

E.A. Buddy Timm

P.O. Box 573

Walnut Cove, NC 27052

RE: Rule of Naturalization

Mr. Timm presented the following information to the Board of County Commissioners:

Please let it be known-it is disgraceful and dishonorable of politicians and judges to court the criminal activity of illegal foreigners entering and staying in the United States of America. They violate their oath to the Constitution by not upholding the law in Article I, Section 8, "To establish a uniform Rule of Naturalization." Then they strive write special privilege laws to go around the uniform Rule of Naturalization. They should know that both the Federal and State Constitutions prohibit invasion – peaceful or violent.

Now they want to give the illegal foreign born DACA children citizenship, even though children are under the jurisdiction of their parents. Do they not know it is best for children to be with their parents even if it means deportation? Do they not know that the DACA (Deferred Action Childhood Arrivals) program that former President Obama wrote is unconstitutional? The President cannot lawfully legislate programs-Article I, Section 1, states "All legislative Powers granted shall be vested in a Congress of the United States...Do they not understand the Constitution? So why do they deal with DACA as lawful? It seems they do not care: they orchestrate the predicament, then plead on emotions, in order to go around the Rule of Law. The left's use of Stalinist-insuperable antagonisms have cornered our Nation again. Yet, do they not understand that any kind of amnesty is unconstitutional, and will encourage others to break the law and come to America, perpetuating the problem and not solving it?

So now we have 10 trillion dollars of new debt from Obama's Presidency. Whoever thought Obama's trafficked illegal foreign born children's needs will be coming out of the taxpayers' pocket? Ten trillion dollars in a lot of money- who knows where it has to be trafficked?

Shame on us if we support any of those dishonorable politicians and judges that have compromised the Rule of Law, to the Rule of emotions, for their political benefit of 800,000 to 8 million foreign born new voters; betrayed their oath to the Constitution; and have not protected us from invasion and pillage. In other words- If we cannot put trustworthy people in office, we do not need to vote for them.

CONSENT AGENDA

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

Minutes

- Minutes of December 27, 2017 – Regular Meeting

Tax Administration

Personal Property Schedule of Values and Depreciation Schedule 2018

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).

Refunds More Than \$100-Real and Personal Property

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

With no further discussion, Commissioner Jones moved to approve the Consent Agenda as presented.

Vice Chairman Walker seconded and the motion carried unanimously.

GENERAL GOVERNMENT – GOVERNING BODY – INFORMATION AGENDA

Jail – Semiannual Inspection Report

Chairman Mendenhall noted:

- Captain Debbie Tuttle called at the last minute and said she would not be able to make it.
- Our Interim County Manager spoke with Sheriff Marshall and said that he would be glad to take it.

Chairman Mendenhall turned the floor over to Interim County Manager Oakley.

County Manager Oakley presented the semiannual jail inspection report.

County Manager Oakley noted:

- The inspection found 4 infractions in the jail.
- These were minor infractions.
- The exit sign above the kitchen door needed repair.
- This was repaired on 12-8-17.
- One light inoperable in the day room.
- This was repaired on 12-13-17.
- The water supply in the sink in the day room was not working.
- This was repaired on 12-7-17.
- The male population at the jail was 4 inmates over the capacity of 52.

- At 11:39am on Friday December 22, 2017, the Stokes County Jail was in compliance by reducing the population to 52.

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

With no discussion, Chairman Mendenhall moved to the Discussion Agenda.

GENERAL GOVERNMENT – GOVERNING BODY – DISCUSSION AGENDA

Forsyth Tech – Sidewalk Proposal

Public Works Director Mark Delehant presented the proposal;

- There is a diagram included in your agenda.
- The Forsyth Tech staff had asked that I get some quotes for a sidewalk.
- The building was built without much thought of how kids would get from one building to the next.
- It is an early college high school, so they are taking classes in those pods and some in the new part.
- As it is now they are up and down the road throughout the day, right in there with all the vehicle traffic.
- This is certainly a safety concern.
- Not an ideal situation.
- I obtained a proposal for \$8600.00.
- This is included in your agenda.
- It is 6 foot wide, which allows for two people meet on the sidewalk.
- This is the width of the existing sidewalk that is around the building now.
- Wanted to stay with the same design.

Chairman Mendenhall noted that everyone had the aerial photo for the sidewalk, as well as the copy of the quote received.

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

Commissioner Jones commented:

- I believe the price is acceptable for the amount of concrete.
- I have no qualms with it.

Vice Chairman Walker commented:

- Ready for Action Agenda at the next meeting.

Commissioner Booth commented;

- In looking at the aerial view of this, I can see what you are saying regarding no sidewalks between the buildings.

- With all the classes going on in the different buildings, this is definitely needed,
- With 30 yards of cement, at probably \$130.00 per yard, looks like a reasonable price.
- Between that and the labor looks fair.

Commissioner Lankford commented:

- How many bids did we get on this?

Public Works Director Mark Delehant responded:

- This was the only bid I got.
- I will get additional bids to compare.
- I needed a budget number.

Commissioner Lankford continued:

- Approximately when would this be started?

Public Works Director Mark Delehant responded:

- As soon as the funds are approved, and the weather is favorable.
- We need a good forecast of clear weather and warmer temperatures.

Commissioner Lankford continued:

- This is good.
- I think this is needed.
- I will go along with action for the next meeting.

Chairman Mendenhall commented:

- I have looked over this a couple of times.
- I am certainly pleased with the bid.
- I am also in favor of action on the next agenda.

Commissioner Booth responded:

- You are still going to get some more bids?

Public Works Director Mark Delehant responded:

- I will get two more bids.
- I have a good idea that this bid is still going to be the cheapest.

Chairman Mendenhall responded:

- Do you think you will be able to get those bids in time for the next meeting?
- We would like to go ahead and put this on action for the next meeting.

Public Works Director Mark Delehant responded:

- I don't see any problem with being able to get those bids.

With full consensus of the Board, Chairman Mendenhall directs the clerk to put this item on the next meetings Action Agenda on February 12, 2018.

GENERAL GOVERNMENT – GOVERNING BODY – DISCUSSION AGENDA

Recreation Task Force

County Manager Oakley presented the following information regarding the Recreation Task Force:

- Josh Carswell, a representative from the USDA was here a while back to discuss funding for a recreation facility.
- He wanted to encourage the county to use the USDA for any future projects.
- I wanted to put this back in discussion to try and move forward with this.

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

Commissioner Jones commented:

- This is an important subject.
- I believe we were trying to come up with a viable task force in our last conversation.
- I guess that's where we need to pick up at.
- I think it is something we should move forward with.
- If you take a look at the poster I passed around, that was part of THRIVE.
- To be working with park and recreations.
- That just confirms that we need this in our community.
- I don't know how we want to go about developing this task force.
- I am totally open for getting this underway.

Vice Chairman Walker commented:

- As you see the item as listed on our agenda is Recreation Task Force.
- This started back in November if this past year.
- We were looking at that time for recreational options, and implementation of a recreation task force.
- At that meeting we decided at that meeting to continue to explore options.
- There seemed to be interest on the Board.
- Goodness knows there is interest in the community for more recreation.
- For comparison sake, Surry County has a recreation budget of approximately \$500,000.00 per year.
- I would check with other counties but I feel they are all going to well above ours.
- I believe ours is around \$117,000.00 to \$118,000.00 per year that we put towards recreation.
- I think that is miniscule.
- I am sorry but from all I hear from our citizens in this particular part of the county.
- We have a recreation center down the street and nobody knows what or where it is.
- I am sure if you went down the street and asked the citizens, it would be surprising at the responses you would get.
- I have heard from many years from people who want more recreational opportunities.
- Particularly in this part of the county.
- I think we quit just talking about it and do something about it.
- I have questions about this recreation task force.

- For example, would this be something that would be part of the counties operation?
- Would this be freestanding?
- Would they report to the county on what recommendations they have?
- We have information in the pack from November 17th.
- Surry County does pay approximately \$500,000.00 per year to support recreation in the county.
- In addition to things like The Armfield Center, & The Reeves Center in Mt Airy.
- They don't have any connection to the YMCA in Surry County that I am aware of.
- They are recreational facilities but they are more freestanding and not YMCA facilities.
- What I think might be expected of us at this point is to create a task force.
- What I would like to see as a member of this Board is a task force that is in place to get something done and not just keep talking about it.
- To not have people on this task force that are going to find reasons not to do it, such as we can't afford it, where are we going to put it, etc..
- Let's find some people that are able and capable of getting something done.
- Let them be on a task force.
- Let's do something for this part of the county.
- We have waited long enough.
- We are disappointing people by not having it.
- They want it and have been wanting it.
- That is where I am at on it.
- I agree with Commissioner Jones on all of us coming up with some potential people.
- I know there is heavy interest in the Walnut Cove area.
- There are certain people, some are community leaders, who are putting together a task force to do what we are talking about.
- They are waiting now to see what the County is going to do.
- If Commissioners continue to brush this under the rug, I believe this will be a campaign issue.
- It will be a topic for this next campaign.
- I think it deserves to be.
- We need to be proactive and be doing something to show the public we are finally listening.
- Let's bring some names to our next meeting.

Commissioner Booth commented:

- I would like to see this in the northern part of the community.
- Especially if we can get grants.
- We are talking about a big project.
- We have recreation all over the county.
- I know we are talking about a recreation center which is different.
- The USDA is not going to put any money toward this.
- They are just offering if once we get a plan together to be there to support.
- There are a lot of things that need to be done.
- We have to have a task force to look at this and see what we can do.
- We need to see if the grants are out there.
- To see if the monies can come together.

- We either get grants to do this and be able to sustain this in the future.
- Or the county builds it and takes over the whole control of it.
- There are a lot of questions here that need to be answered.
- I think we need this task force so that we can come to some sort of conclusion on this.

Commissioner Lankford commented:

- The task force is needed.
- I think the Commissioners need to decide what our expectations are.
- I don't know that we can just start putting something together without knowing what we are looking for and how it can be handled.
- I have heard from one person in the northern part of the county and they are excited about it.
- I think it can work.
- We need to be together on what kind of recreation facility we are looking at.
- I see it more for adults more for youth.
- Although the youth will be part of it.
- The youth already has recreation opportunities in the school system.
- The adults and seniors don't have any facilities that they can go to and participate in recreation.
- We really need to determine what we are looking for.
- We can start getting the task force together but we need a vision of what we are looking for before you send someone out to start planning.
- I think it will be great for the county.

Chairman Mendenhall commented:

- I would like to say that I am certainly 100% behind this.
- I have not been on the Board nearly as long as anyone else.
- I am sure you all have discussed this in the past, but in just completing my first year I have not been involved in this as much as the rest of you.
- Recreation has always been important to me.
- I think you all know that.
- I played sports in high school and college.
- I am looking at this as more of a wellness and fitness center.
- Including a walking area, possibly swimming, and different things of that nature.
- We do have gyms at all the schools.
- All the high school gyms are now air conditioned.
- We helped out with getting that done.
- I am looking at this also as a fitness community center.
- I have been to The Reeves Center several times, as well as The Armfield Center have seen friends swimming there.
- I am certainly behind this.
- Two or three things stick out in my mind.
- One is the Recreation Task Force.
- I think Josh mentioned from the USDA, that they have money and grants.
- They want to see a specific plan.

- As Commissioner Lankford stated about needing expectations, this is needed by the task force.
- I certainly agree with that.
- I think we can come back at our next meeting and not only have a list of people we would like to be on the task force but also some expectations.
- I believe I can certainly have that.
- I will stop with that and give anyone else a chance that would like to add anything.

Commissioner Jones commented:

- Since we have conveyed that we are talking about the north side of the county.
- I believe a rubberized walking track, a swimming pool and things that are good for everybody and those that have issues with joints and things of that nature.
- I propose that we get in touch with groups from our community.
- We have a talented group of people, maybe some grant writers.
- Maybe not have an official task force but perhaps a short term think tank.
- Perhaps we can get our expectations in order.
- I believe we can embrace the talent that we have.
- They are from that area so they have a vested interest.
- I would like for them to come to a meeting.
- Let them hear our expectations.
- Don't let it be our decision.
- They are the ones having to drive long distances for recreation.
- There is a new bungee thing people are doing that looks cool and doesn't look expensive.
- I think we invite people to come and hear and advertise we are having this particular discussion on the agenda and get members from our community.
- I feel that is very important.

Vice Chairman Walker continued:

- I see where Commissioner Jones is coming from as well as our other Commissioners are.
- I am looking at it a little differently.
- I think to me as part of the task the force, the obligation would be to identify what would work for the area that this is meant to serve.
- I feel there are a lot of questions.
- The Board has made some very good comments and observations.
- One is how do we pay for it.
- Can we use USDA money?
- This task force could be looking at those options.
- We can use the USDA to jump start the process.
- Over the years can we put something in place to retire that debt.
- I think a swimming pool is an interval component of it.
- The folks in this part of the county for many years have wanted a pool.
- I could see maybe an indoor/outdoor type pool.
- There is a lot of information gathering work to be done.
- Visiting other communities.
- See what's working and how they are sustaining theirs.

- We want something that will work.
- I am dreaming big on this one.
- My vision is to have something at least as nice as Reeve's, & Armfield.
- Something very comparable to those facilities.
- Something the county can be proud of and this part of the county can be proud of.
- I am looking at possibly Meadows as an option.
- This would be something a task force can look at.
- We want something good.
- We want something sustainable.
- We want something the county can afford.
- And we want it soon.
- We don't want it drifting off into the future.
- It has already been doing that.
- There is a way to do this.
- The task force can bring options back to the county for review.
- We could take recommendations from the task force and ensure it stays on track.
- This is doable.
- We need to take it a step at a time.
- We need to not get in over our heads.
- We need to put some substance to this plan.
- I believe it would be appreciated not just by the people of this part of the county, but throughout the whole county.
- We have people coming from Sandy Ridge to the YMCA in King.
- We have people from all over the county.
- That is too far to drive.
- This is more than just a want.
- I agree with Commissioner Lankford.
- This should serve a broad spectrum of our citizens, from young to elderly and all those in between.

Commissioner Booth continued:

- I am hearing what Commissioner Jones is saying about grant writing.
- I like this idea.
- One person we have is Eddy McGee, he has been writing grants for the Arts Council.
- There might be some money out there.
- That is something that we really need to look at.
- Vice Chairman Walker mentioned to see how much the county can afford.
- Is the county looking to build the whole thing?
- If we do we are looking at building the jail.
- The jail is six millions dollars.
- The college was six million dollars.
- If we are talking about a facility as big as King, you are talking in the millions of dollars.
- You have to have that money together or how much we are going to borrow before the USDA comes in to say they will loan it to us.

- The same way they did on the jail and the college.
- Then we have to look at the task force.
- What is the potential participation?
- The YMCA costs money to join.
- I am sure the dues paid help to keep it running.
- What size or what kind of facility can the north side of the county support and keep going?
- There are a lot of things to look at.
- I think with the task force, and community participation working together with the county we can probably get there.

Commissioner Lankford continued:

- I feel we can be thinking about the direction we want to go.
- To be thinking about putting the task force together.
- If we can start thinking about doing all that it will work.
- We need to do this first and have a plan.

Chairman Mendenhall continued:

- I will end this discussion with this unless anyone else has anything to add.
- We certainly need to know before we undertake a project what direction we want to go in.
- We need a structure that will know what will work and what people want.
- I will be honest, I have talked to people all around the community that are interested in a facility.
- People in the northern and southern end of the county are interested.
- I was thinking the Meadows area too because I know how far it is from Meadows to Sandy Ridge, Germanton, Walnut Cove, and Pine Hall.
- Those people right now if they really want to get active they have to drive the YMCA in King.
- That is a long drive, and when you add the gas, and cost of membership that's a lot.
- We can come back to it next meeting with expectations and people for the task force.
- I think if we let this go for a few more weeks it will just continue to do that.
- I want to get this going.
- If everyone is in agreement I would like to put this back on discussion for the next meeting.

Commissioner Lankford commented:

- I think that is what we need to do.
- We need to take sections.
- We don't need to be asking the same people.
- When we first started talking about this, we wanted to spread it out as far as we could.
- From Germanton, Walnut Cove, Meadows, Rosstown, Lawsonville, Sandy Ridge, and all our other communities.
- So to do that each one needs to have an area I guess to think about.

Chairman Mendenhall responded:

- I agree with you.

Commissioner Booth responded:

- I also agree with what you were saying about the Meadows area being the center of the county.

Chairman Mendenhall commented:

- Therefore I am hearing based on the recommendation to bring in names, Commissioner Lankford feels like everyone should have a section.
- Talk to a person from that area.
- What is your thinking on that?

Commissioner Jones responded:

- I don't think it is that important honestly.
- As long as we have names.
- Then we can figure out where people are from.

Commissioner Lankford responded:

- You have to spread it out.
- You can't have people from all the same places.

Commissioner Jones continued:

- There are people all over the county I can ask.
- The people I ask are probably not going to be the same people that you ask.

Commissioner Lankford responded:

- You don't know that.
- I am just saying if you give me Sandy Ridge and Lawsonville.
- I will come up with some names in that area.
- I will take Sandy Ridge and Lawsonville.

Chairman Mendenhall noted:

- Commissioner Lankford said he will take Sandy Ridge and Lawsonville.

Commissioner Jones responded:

- I will do Francisco because I've got some names.
- I actually have a name from King too.

Vice Chairman Walker responded:

- I will take Walnut Cove.

Commissioner Booth responded:

- I will take Danbury and the Nancy Reynolds, Westfield area.

Chairman Mendenhall responded:

- I will take Germanton and Quaker Gap.

Vice Chairman Walker responded:

- I feel like we are getting on track here.
- I am beginning to feel encouraged.
- This was Commissioner Lankford's idea to start with.
- He first mentioned it several meetings ago.

Commissioner Booth continued:

- Even if you don't get anyone from one area, we will still a good group of names together.

Vice Chairman Walker continued:

- If I think of somebody good in Lawsonville for example, I can still bring their name.
- If you can bring two or three names from your area is good.
- Then if you think of somebody else from some other area, that is ok too.

Commissioner Jones responded:

- Your names may think of other ones.
- The networking will work out.

Chairman Mendenhall commented:

- Everyone has one or two areas.
- Try to bring a few names if you can to the next meeting.
- You can also think of some of your expectations to bring to the next meeting.
- I don't want us out there like Commissioner Lankford said going about this and not having a direction or a plan.
- Anything else?

Vice Chairman Walker responded:

- I can see the task force going and doing things like touring some of these other facilities.
- Let's say the Armfield Center.
- I have actually had the Director give me a tour of that facility.
- I was amazed that they are actually running that facility on basically part time positions.
- There are almost no full time positions at that center.
- They are operating it very well.
- I think touring other facilities, talking to other counties, getting information that will help us jumpstart our project.
- I know in King, the challenge was paying for it.
- We sort of floundered around for years.
- We lost other Y's to different areas.
- We had some major donors step up.
- That is another thing that this task force needs to do is find people who want to be a part of a project like this.
- I have been contacted by some people from Lawsonville and other areas that would support this.
- If someone could just get it started.
- There is a lot of work to be done.

- That's why it needs to be done by a task force and not our Board.
- We have plenty to do already.
- With all the other issues we deal with on a regular basis.
- We have the budget just to name one.
- If we had a task force and they could come every month or two.
- They could update us on their progress.
- We could give feedback and suggestions.

Commissioner Booth commented:

- Some of these facilities that are already in place have already had architects design their facility.
- That may save us a lot of money.

With no further discussion, Chairman Mendenhall instructed the Clerk to place this item on the Discussion Agenda for the next meeting on February 12th.

GENERAL GOVERNMENT – GOVERNING BODY – DISCUSSION AGENDA

Proposed Resolution - Opioid Lawsuit

Chairman Mendenhall turned the floor over to County Attorney Ty Browder.

Attorney Browder commented:

- Thank you Mr. Chairman and Commissioners.
- This topic is on the agenda tonight for discussion and consideration on whether or not Stokes County wants to join other claimants across the country in filing a lawsuit against the opioid manufacturers.
- There is an article that appeared in the Journal on January 15th.
- The article stated that a federal judge in Cleveland, Ohio has been assigned all of the opioid lawsuits.
- He will be in charge of handling all the lawsuits.
- Over 200 have already been filed by municipalities and counties all over the country.
- This article states that even one municipality in Puerto Rico has even joined in filing a lawsuit.
- As you know the opioid crisis is epidemic.
- It is nationwide.
- It really is a crisis that needs to be addressed.
- According to this article, the federal government tallied 63,600 overdoses in 2016.
- Another record.
- Most of the deaths involved prescription opioids such as OxyContin, and Vicodin.
- Other related illegal drugs such as heroin and fentanyl were also mentioned.
- We all hear about this every day, in the newspaper, and on television.
- It truly is a crisis.

- These are individual lawsuits that are being filed by individual municipalities and counties all over the country for the purpose of recovering damages from both the opioid manufacturers and the distributors.
- Garry Whitaker is here from Winston-Salem.
- Paul Coates is here from Greensboro.
- They are with us tonight and have previously been furnishing information about these opioid lawsuits that are being filed.
- You have before you a resolution and an attorney fee agreement.
- If you decide to join in the lawsuit, you would need to approve the fee agreement and adopt the resolution.
- Locally Rockingham County, Surry County, and Yadkin County have already filed suit.
- My understanding is that other counties are in the process of filing a lawsuit.
- The lawsuit is being handled by a national consortium of attorneys who have special knowledge and experience in this type of lawsuit.
- This is not a class action suit.
- It is an individual lawsuit filed by each municipality and each county.
- If you decide to join in this lawsuit the fee agreement states that unless you recover damages, there would be no fee, and no expense to the county.
- The law firms are up fronting all litigation expenses.
- There is a 25% contingency fee.
- If the county recovered monetary damages, the attorney fee would be 25% of the gross recovery.
- Plus the out of pocket for the litigation expenses that the law firm incurred with our particular lawsuit.
- I would like to read the proposed resolution to make sure that all of the commissioners know what you would be adopting.

Attorney Browder reads the following Resolution:

RESOLUTION OF THE BOARD OF COMMISSIONERS OF
STOKES COUNTY, NORTH CAROLINA

Date:

RESOLUTION NO. _____ (2018)

WHEREAS, Stokes County Board of Commissioners has the authority to adopt resolutions with respect to county affairs of Stokes County, North Carolina, pursuant to N.C. Gen. Stat. Ann. § 153A-121;

WHEREAS, the Stokes County Board of Commissioners has the authority to take action to protect the public health, safety, and welfare of the residents and citizens of Stokes County;

WHEREAS, there exists a serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality in Stokes County;

WHEREAS, the diversion of legally produced controlled substances into the illicit market causes or contributes to the serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality in Stokes County;

WHEREAS, the opioid crisis unreasonably interferes with rights common to the general public of Stokes County; involves a significant interference with the public health, safety, peace, comfort, and convenience of citizens and residents of Stokes County; includes the delivery of controlled substances in violation of State and Federal law and regulations; and therefore constitutes a public nuisance;

WHEREAS, the opioid crisis is having an extended and far reaching impact of the general public, health, and safety, of residents and citizens of Stokes County and must be abated;

WHEREAS, the violation of any laws of the State of North Carolina, or of the United States of America controlling the distribution of a controlled substance is inimical, harmful, and adverse to the public welfare of the residents and citizens of Stokes County constitutes a public nuisance;

WHEREAS, the Stokes County Board of Commissioners has the authority to abate, or cause to be abated, any public nuisance including those acts that unreasonably interfere with rights common to the general public of Stokes County and/or involve a significant interference with the public health, safety, peace, comfort, and convenience of citizens and residents of Stokes County;

WHEREAS, Stokes County has expended, is expending, and will continue to expend in the future County funds to respond to the serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality within Stokes County; and

WHEREAS, the Stokes County Board of Commissioners have received information that indicates that the manufacturers and wholesale distributors of controlled substances have distributed in areas surrounding Stokes County, North Carolina, may have violated Federal and/or State laws and regulations that were enacted to prevent the diversion of legally produced controlled substances into the illicit market.

NOW, THEREFORE, BE IT RESOLVED by the Stokes County Board of Commissioners, assembled on this day at which a quorum is present, that based upon the above the Stokes County Board of Commissioners are declaring the opioid crisis a public nuisance which must be abated for the benefit of Stokes County and its residents and citizens.

BE IT FINALLY RESOLVED that all resolutions that are inconsistent with this resolution are rescinded.

The motion to approve the foregoing resolution was made by Commissioner _____, seconded by Commissioner _____, and the following vote was recorded:

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

Commissioner Lankford responded:

- I was just going to ask if they could speak on this.
- How they feel about it.
- Actual number that is going to be involved, either government entities or elsewhere.

Attorney Whitaker responded:

- I would not really be able to address a potential number at this time in this stage.
- As much as I would like to, it's too early.

- I think the main thing is that we have a good set of grounds to bring about another helpful tool in helping absolve the opioid crisis here in Stokes County.
- I would never suggest that this is going to be the end all to the problem.
- Certainly a step in the right direction towards bringing about a resolution.
- The numbers here in opioid related deaths and prescription rates are entirely too high.
- There are six different law firms with the national consortium.
- Two of which have some of the best trial litigators that you would ever be able to hire.
- They have handled governmental litigation with great regularity.
- I will tell you that this is the right group to employ.
- You also have the added benefit of a strong local counsel.
- Paul Coates of Greensboro and myself of Winston-Salem are available to you.
- I think that is important in the entire process.
- This is going to take some time.
- I know that Judge Dan Polster wants to get this settled fast.
- I don't know that that's going to happen.

Commissioner Lankford responded:

- That is a good analogy.
- I really think it is important that we can slow this down.
- I know that we can't completely stop it.
- According to the new media and even from a national stand point, this problem is everywhere.
- We are having a lot of deaths from this.
- I feel that anything we can do is important.
- We are trying to do what we can.
- I think you made some good points.

Commissioner Booth commented:

- I believe my understanding is that each lawsuit is stand alone.

Attorney Whitaker responded:

- That is correct.
- The case once it is filed does go through a process of transfer.
- To the northern district of Ohio.
- That is for discovery purposes.
- That is where we talked about multi district litigation that you need.
- That allows for the discovery to be uniform and nationwide.
- Once that discovery phase is complete, the litigation comes to an end.
- The cases are then picked for trial.
- Stokes County could be selected for trial.
- If that is the case, then it comes back to a judge selected in our state.
- This would be in the middle district.
- A judge would try the case in the middle district.
- It would not be tried in Ohio.
- It would be North Carolina jurors who would hear this case.

- We are certainly hopeful that through the discovery process, that encourages settlement.
- No one wants to go to trial, if they can get an appropriate settlement.
- That has been our experience.
- If that cannot be achieved, the case can be tried.

Commissioner Booth continued:

- That answered part of my question.
- How do you actually get chosen?
- Is it actually random?
- Is it based in what you actually lost?
- Will that determine whether it goes to trial or not?
- A small county like Stokes County may not meet the requirements like a larger county.

Attorney Whitaker continued:

- Generally speaking the process involves defendants taking a small number of counties where they want the cases to be tried from.
- The plaintiff is taking a certain number of counties where they want to have the cases tried.
- The judge makes the decision.

Commissioner Booth continued:

- Do they look at the size of the settlement in choosing?

Attorney Whitaker continued:

- At this stage there is no settlement.
- It is pre-trial.
- They are looking for the best case scenario.

Commissioner Booth continued:

- I don't see how we can lose with this.
- This is something we need to do.
- We need to pass the resolution and join the 200+ that are already involved.
- If it is litigated, we will come out to the good.

Attorney Whitaker continued:

- I will also point out that our consortium has 135 of the 200 cases filed.

Vice Chairman Walker commented:

- Mr. Whitaker and Mr. Coates, thank you for being here.
- I am very much on board and in support of the endeavor that you are describing.
- If there is any risk, it seems minimal.
- There does seem to be potential for a favorable resolution.
- Just to increase my knowledge of the process, given the normal flow of a process like this, how long does it usually take before there is some finality to it?

Attorney Whitaker responded:

- Just to give a general time for this, it would be fair to say 2-4 years.
- If Judge Polster's goals are met.
- It could be in less time.
- He suggested to attorney's assembled the 1st of January that he wanted this resolved the 28th of
- He also stated that wanted the discovery completed in one year.
- He is very serious about moving cases quickly to trial.
- This would lead closer to a 2 year timeline.
- If he can keep everybody on schedule.

Vice Chairman Walker continued;

- Judge's do have power.
- Sometimes they can control the flow.
- You mentioned and I believe Ty mentioned as well, that there would be some involvement by our county staff, providing information.
- It didn't seem overly burdensome.
- You also mentioned that your staff would assist with this, I believe.

Attorney Whitaker continued:

- This is an area that Paul has been focused on extensively.
- I will let him address this.

Attorney Paul Coates responded:

- There will be some time involved for your staff.
- I would encourage you to think that the time they are spending dealing with the problem as it is, and will continue to get worse.
- That time is going to far outweigh what we have to do to gather statistics from them.
- We will be hiring economic experts to assist with each county and the specific numbers.
- We are finding that different counties have different places to pull from to get the numbers.
- We are trying not to collate to soon before we get some more models.
- We want to give everybody ideas of what to keep if they haven't been already.
- My guess is that a lot of this is already being kept by your departments.
- I am sure the Sheriff has some statistics, as well as DSS.
- We will be looking at all those.
- If this does go fast track, then we hope we don't have to spend quite as much time doing that.

Vice Chairman Walker continued:

- If we were to happen to prevail, along with all the other interested parties.
- What would we actually win?
- What would be the end results?

Attorney Coates responded:

- All that cases like this can really do is provide money.
- Although cases like this can tend to have some in kind of portions to a settlement.
- A judgement is a money payment.
- That's all there is.
- In a settlement, there might be some proposals of some non-monetary things like programs.
- If this is anything that you agree to, then any attorney's fees will be paid by the defendant.
- You will not come out of pocket on those kinds of remedies.
- You will be the ones agreeing to any settlement that might have some non-monetary benefits.
- This might be something to really look at as we are presented with those items.
- If we actually have to try the lawsuit it would be a money judgement.
- Even if you took 10% of your budget for the next ten years and increased your Sheriff's Department or DSS, this would be a good way to look at the impact.
- That is not saying a jury would award that but they could.

Vice Chairman Walker continued:

- Is each case settled separately?
- It sounds like what you are describing that we will be presented an opportunity, should the decision be favorable, to say yes or no to any settlements.

Attorney Coats continued:

- The defendants at some point will start making overtures.
- They have to.
- January 31st the judge has called a big conference in Ohio.
- They will start proposing some things.
- Sometimes these have what is known as a group offer that the defendants make.
- You can look at that but are not required to take it.
- You are allowed to go ahead and proceed with our lawsuit and your damages if that is your choice.

Vice Chairman Walker commented:

- Mr. Chairman, I am ready to move on this tonight.
- I know we still need to hear from Commissioner Jones.
- I am ready to move this to Action for tonight.
- Is this in a range to where you can see this is a favorable direction at this time.

County Attorney Browder responded:

- It is important based on the schedule that the judge has announced.
- I think if we are going to get into this as a plaintiff then we need to get rolling.

Chairman Mendenhall commented:

- Vice Chairman Walker has requested this be moved to Action tonight.
- As we get everyone's comments, we can discuss and go that route if everybody wants to.

Commissioner Jones commented:

- As you all know I was aware of this fast track several weeks ago.

- I have been bringing this up for several weeks that this needs to be done.
- It is the only viable option we have.
- Considering where we are, to be able to re-coop any of our financial loss, with all of the Narcan, and Foster Care, and the Sheriff's Department expense.
- All of these departments have been impacted.
- I don't see any responsible way to do it, except to do it.
- Go through the proper channels to do it.
- I would like to think the discovery won't be too vague as we want to be thorough.
- We need to get as much settlement as possible.
- There have been a lot of impacts on our county, from the Fire Marshall, to EMS, to DSS, our schools, and to the Sheriff's Department.
- The list just really goes on and on.
- I would like to have thorough discovery.
- I am very eager to get this done.
- As in tonight.
- I see this as our only viable option we have to try and re-coop and help our community.
- Is it going to cure this?
- Is it going to be off the street?
- I don't know about all that.
- It is certainly a step in the right direction.

Chairman Mendenhall commented:

- I would just like to say, I think everyone has heard the abundance of knowledge that is going forth.
- It has been called a national epidemic.
- It's not just a national epidemic.
- It is certainly a local epidemic in my opinion.
- We certainly have our share of things that we have to deal with in this area.
- I am totally supportive if this, and going forth with this.
- I just want you to know as far as I go you have my total support in this.

Chairman Mendenhall opens the floor for any further discussion/questions/comments:

Commissioner Lankford commented:

- I just want to recommend that we go ahead and put this on action for tonight.

Commissioner Booth commented:

- You have my consent to put it on action for tonight.

Vice Chairman Walker commented:

- While we have our Attorney's here with their wealth of knowledge I have a question.
- I appreciate you coming here multiple times to discuss this.
- I am very encouraged by your willingness to do that.
- Commissioner Jones mentioned something that I was thinking about while making her comments.
- What about the damage incurred by our schools?

- Would they need to file a separate lawsuit?
- Would damage in our schools be covered in our suit?

Attorney Whitaker responded:

- It is my position that with the county funding the school system, that will be included in the damages model.
- To the extent that we validate what those damages are.
- Of course you have another aspect of funding.
- We will get that worked out.
- The part of the county's funding to the school system makes it very clear to me.
- That is a part of county governance.
- The taxpayers are saddled with all of those costs.
- They have a right and an opportunity to re-coop those damages.
- I see no complications there at all.

Vice Chairman Walker continued:

- Mr. Whitaker there is another issue that goes along with this.
- That is indirect damage vs. direct.
- For example, I had a conversation with one of our high school teachers over the weekend.
- Apparently the quality of education that our students are receiving has deteriorated because of the drug issue.
- It is hard to put a money value on that.
- It is part of what we are dealing with.

Attorney Coats responded:

- Our damages model includes funding for educational programs.
- Not just at the high school level.
- It is important early on.
- Any direct costs that we could attribute to your particular school system we would want to identify and talk about that.

Vice Chairman Walker continued:

- They are viable because prior to this opioid crisis we were performing at a higher level.
- According to the teachers, they have suffered substantial damage at the schools due to the kids having to deal with the drug issue.
- We have a previous school superintendent on our Board that could probably share some insight.

Chairman Mendenhall responded:

- I think without going into any specifics, it is well known that this is an issue.
- The drug issue, not just here in Stokes County, but nationally has increased.

- Anytime the drug situation increases, of course that is going to affect the educational process.
- It will affect the amount of attention they pay in class.
- Your whole school environment is affected.

Attorney Coates responded:

- Do you have school resource officers?
- One thing we have heard from some counties is that they substituted those for the drug education programs.
- People think that just those officers being present will stop the problem.
- Not that those officers don't do a great job.
- They just can't educate the students in the school about what can really happen.
- That is part of our damages model of course.

Vice Chairman Walker continued:

- We have both Mr. Coates.
- We have school resource officers and the DARE education program in our schools.
- However the teacher that I was speaking with particularly feels that our resources are limited.
- Even with all we are trying to do.
- We added another SRO officer and another level of DARE education this past year because of the problem.
- The schools are taking a hit.
- It's not just the schools, but the ones who are trying to teach our children as well.
- Is this something you can look into as well?

Attorney Whitaker responded:

- It is and one of the things we emphasize in our claims with manufacturers and especially distributors is that we are seeking to abate a nuisance.
- Our model projects a 10 year period of time to do this.
- The three categories being:
- Law Enforcement
- Treatment
- Education
- For a child in school, education alone won't fix the problem.
- It takes all the components over an extended period of time.
- As I understood your question originally Mr. Walker, it was focused on how to get a figure for past damages.
- I am going to tell you that with some expertise, it is doable, but somewhat complicated.
- What we are focused on as much as anything is going forward.
- To change the environment in the school system.
- That is where we are focused.
- In doing that, the expenses associated with that are quite substantial.

Vice Chairman Walker continued;

- If we move forward with this tonight, when would the lawsuit actually be filed?

Attorney Coates responded:

- We have to get some specific data on some level relative to Stokes County in particular.
- I don't want to promise you two weeks, but I would like to think two weeks is what we are looking at.
- We want to get these suits filed as soon as possible for many legal reasons.

With no further discussion and full consensus from the Board, Chairman Mendenhall instructed the Clerk to move this item to tonight's Action agenda.

GENERAL GOVERNMENT – GOVERNING BODY – DISCUSSION AGENDA

Amended Lease – Poplar Springs Elementary School Surrounding Grounds

County Manager Oakley presented the amended lease for 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, 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 employees of Stokes.
9. There shall be no hunting on the Poplar Springs Elementary School campus and the adjoining land leased herein. No firearms or weapons of any kind are allowed on the Poplar Springs School Campus, including buildings, grounds, ball fields, parking areas and access drives from Hobe Kiser Road.
10. All of the land leased, including areas that are not actually in cultivation, must be mowed on a regular basis.

Tenant

County of Stokes

By: _____
Ronnie Mendenhall, Chairman of Board of Commissioners

County Manager Oakley noted:

- What you have before you is the amended lease for Small Grain Crops Poplar Springs School Surrounding Grounds.
- The lease has been amended at your request by County Attorney Browder.
- The new lease has been amended to say that a gun could be in the individual lessees vehicle on the leased land but not used for hunting.
- The actual wording as previously discussed was specifically line 9.
- This line previously stated, "There shall be no hunting nor firearms allowed on the property".
- The amended lease takes care of the firearms that may be in a lessee's vehicle on the land, while keeping the portion concerning no hunting on any of the land and no firearms on school property.
- The old lease is included for comparison with the amended one as well as the memorandum of approval from County Attorney Browder.

- If this meets the acceptance of the Board, I am requesting that you place this item on the Action agenda tonight.
- There is an advertising process that needs to take place.

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

Commissioner Lankford commented:

- I believe we have previously asked all the questions.

Commissioner Booth commented:

- I think getting line 9 changed so that the firearms do not apply to the leased property is good.

With no further discussion and full consensus of the Board, Chairman Mendenhall instructed the Clerk to place this item on tonight's Action agenda.

GENERAL GOVERNMENT – GOVERNING BODY – DISCUSSION AGENDA

County of Stokes and the King Public Library Lease

County Manager Oakley presented the lease between the County of Stokes and the King Public Library.

STOKES COUNTY	}	
	}	LEASE
NORTH CAROLINA	}	

THIS LEASE, dated as of January 1, 2018, and entered into by and between the City of King, North Carolina, a municipal corporation, as lessor (the "City"), and the County of Stokes, North Carolina, a political subdivision of the State of North Carolina, as lessee (the "County").

WITNESSETH:

WHEREAS, on or about January 16, 1995, the City and the County entered to a lease for improved public library facilities in the County, and

WHEREAS, the original lease term was 10 years and the parties exercised a renewal for an additional ten-year term which expired in 2015, and

WHEREAS, the parties desire to enter into a new ten-year lease for the library facility with an option to renew for an additional ten-year term; and

WHEREAS, the City proposes to lease the public library facility located at 101 Pilot View Drive, King, NC 27021, as hereinafter defined, to the County and the County has determined to lease the Leased Property from the City;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; RULE OF CONSTRUCTION

All capitalized terms used in this Lease and not otherwise defined herein shall have the meanings assigned to them in the Financing Agreement, unless the context clearly requires otherwise. In addition, the following terms will have the meanings specified below, unless the context clearly requires otherwise:

“City Representative” means any person at the time designated, by a written certificate furnished to the County and signed on the City’s behalf by the Mayor of the City, to act on the City’s behalf for the purpose of performing any act under this Lease.

“County Representative” means any person at the time designated, by a written certificate furnished to the City and signed on the County’s behalf by the Chairman of its Board of Commissioners, to act on the County’s behalf for the purpose of performing any act under this Lease.

"Event of Default" means one or more events of default as defined in Section 10.1.

"Lease" means this Lease, as it may be duly amended.

"Lease Term" means the term of this Lease as determined pursuant to Article IV.

"Leased Property" means 101 Pilot View Drive, King, NC 27021.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

The City and the County each represent, covenant and warrant for the other's benefit as follows:

- (1) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, results or will result in a breach of the terms, conditions and provisions of any agreement or instrument to which either is now a party or by which either is bound, or constitutes a default under any of the foregoing.
- (2) To the knowledge of each party, there is no litigation or proceeding pending or threatened against such party (or against any other person) affecting the rights of such party to execute or deliver this Lease or to comply with its obligations under this Lease. Neither the execution and delivery of this Lease by such party, nor compliance by such party with its obligations under this Lease, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

ARTICLE III

DEMISING CLAUSE

The City hereby leases the Leased Property to the County and the County hereby leases the Leased Property from the City, in accordance with the provisions of this Lease, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

- 4.1 Commencement. The Lease Term shall commence on January 1, 2018.

4.2 Termination. Unless extended by agreement of the parties hereto, the Lease Term shall terminate upon the earlier of either of the following events:

(a) December 31, 2027; or

(b) an Event of Default and termination by the City pursuant to Article X.

Termination of the Lease Term shall terminate the City's obligations under this Lease and the County's rights of possession under this Lease.

4.3 Option to Renew. Provided it is not then in default hereunder, the County shall have the option to renew this Lease under the same terms and conditions for one additional ten-year term, commencing at the end of the initial term of this Lease. The County may exercise such option by giving the City prior written notice of its intent to exercise its option to renew not less than sixty (60) days prior to the end of the original lease term.

ARTICLE V

QUIET ENJOYMENT

The City hereby covenants that the County shall, during the Lease Term, peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the City, except as expressly required or permitted by this Lease, the City shall not interfere with the quiet use and enjoyment of the Lease Property during the Lease Term. The City shall, at the County's request, join and cooperate fully in any legal action in which the County asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the County may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property, and shall be joined (to the extent legally possible, and at the County's expense) in any action affecting its liabilities hereunder.

The provisions of this Article shall be subject to the right hereby reserved to the City to inspect the Leased Property at any reasonable time.

ARTICLE VI

CONSIDERATION FOR LEASE

6.1 Use as Public Library; Assumption of Obligations. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term, the County hereby agrees to use the Leased Property for public library purposes. In addition, in consideration of its rights under this Lease, the County undertakes the obligations imposed on it hereunder, including those imposed by Section 8.1. The parties hereto agree that the County intends to operate the Leased Property by entering into an operating agreement with the Northwest Regional Library System,

but the County shall remain primarily liable hereunder for compliance with all of the terms hereof.

6.2 Payments. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term, the County hereby agrees to pay to the City annual rent in the amount of \$1.00 payable in advance (receipt of which is hereby acknowledged) and on the first day of each Lease Year thereafter.

ARTICLE VII

OTHER COVENANTS

7.1 Further Assurances: Corrective Instruments. The County and the City agree that they will, from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

7.2 City and County Representatives. Whenever under the provisions hereof the approval of the County or the City is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the County by the County Representative and for the City by the City Representative, and the County and the City shall be authorized to act on any such approval or request of such representative of the other.

7.3 Compliance with Requirements. During the Lease Term, the County and the City shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Improvements or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies' written policies covering the Improvements or any portion thereof.

ARTICLE VIII

TITLE TO LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES

8.1 Title to Leased Property. Except for personal property purchased by the County at its own expense, title to the Leased Property and any and all repairs to or replacements of any portion of the Leased Property shall be held in the City's name, subject only to Permitted Encumbrances, until conveyed as provided in the Lease, notwithstanding, (a) the occurrence of any event of damage, destruction, condemnation or construction or title defect; or (b) the violation by the City of any provision of this Lease.

The County shall have no right, title or interest in the Leased Property or any additions and modifications to or replacements of any portion of the Leased Property, except as expressly set forth in this Lease.

ARTICLE IX

ASSIGNMENT, SUBLEASING AND INDEMNIFICATION

9.1 County's Assignment and Subleasing. The County may not assign or sublease the Leased Property, in whole or in part, without the consent of the City.

9.2 Indemnification. Except to the extent permitted by law, the County shall and hereby agrees to indemnify and save the City harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the operation or management of the Leased Property by the County during the Lease Term, including any arising from: (a) any condition of the Leased Property for which the County is responsible under this Lease, or (b) any act of negligence of the County or of any of its agents, contractors or employees or any violation of law by the County or breach of any covenant or warranty by the County hereunder. The County shall be notified promptly by the City of any action or proceeding brought in connection with any claims arising out of circumstances described in (a) or (b) above.

ARTICLE X

EVENTS OF DEFAULT

10.1 Events of Default. Each of the following shall be an "Event of Default" under this Lease and term "Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

- (a) The County's failure to make any payments hereunder when due for more than thirty (30) days following receipt of notice of nonpayment from the City.
- (b) The County's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the County by the City, unless the City shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, the City shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the County within the applicable period and diligently pursued until such failure is corrected and, further, that if by reason of any event or occurrence constituting force majeure the County is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations contained in sections 6.2 or 8.1), the County shall not be deemed in default during the continuance of such event or occurrence.

- (c) The dissolution or liquidation of the County or the voluntary initiation by the County of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the County of any such proceeding which shall remain undismissed for sixty (60) days, or the entry by the County into an agreement of composition with creditors or the County's failure generally to pay its debts as they become due.

10.2 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the City may take one or any combination of the following remedial steps:

- (a) Terminate this Lease, evict the County from the Leased Property or any portion thereof and release the Leased Property or any portion thereof.
- (b) Take whatever action at law or in equity may appear necessary or desirable, including the appointment of a receiver, to collect the amounts then due, or to enforce performance and observance of any obligation, agreement or covenant of the County under this Lease.

Any amount collected pursuant to action taken under this Section shall be applied in accordance with the Financing Agreement.

10.3 Cure of City Default. In the event that the City defaults in any of its obligations under the Financing Agreement, the County shall have the option, subject to the terms of the Financing Agreement, to cure such default and maintain an action against the City for all expenses incurred in curing such default.

10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, and any such right and power maybe exercised from time to time as may be deemed expedient. In order to entitle the City to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

10.5 Waivers. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. A waiver of an event of default under the Financing Agreement shall constitute a waiver of any corresponding Event of Default under this Lease; provided that no such waiver shall extend to or affect any subsequent or other Event of Default under this Lease or impair any right consequent thereon.

10.6 Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws. The County and City agree, to the extent permitted by law, that in the case of a termination of the Lease Term by reason of an Event of Default, neither the County nor the City nor any one claiming through or under either of them shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of the Financing Agreement or of any remedy provided hereunder or thereunder; and the County and the City, for themselves and all who may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of such laws.

ARTICLE XI

MISCELLANEOUS

11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows:

(a) If intended for the City, addressed to it at the following address:

City of King
Attn: City Manager
P. O. Box 1132
King, NC 27021-1132

(b) If intended for the County, addressed to it at the following address:

County of Stokes
Attn: County Manager
P. O. Box 20
Danbury, NC 27016

11.2 Binding Effect. This Lease shall be binding upon and inure to the benefit of the County and the City, subject however to the limitations contained in Article IX.

11.3 Net Lease. This Lease shall be deemed and construed to be a "net lease," and the County shall pay absolutely net during the Lease Term all other payments required hereunder, free of any deductions, and without abatement or setoff.

11.4 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall not be a business day, such payment maybe made or act performed or right exercised on the next preceding day that is a business day with the same force and effect as if done on the nominal date provided in this Lease.

11.5 Severability. In the event that any provision of this Lease, other than the requirement of the City to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11.6 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

11.7 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina.

11.8 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

11.9 Memorandum of Lease. At the request of either party, the City and the County shall, on or before the Closing Date, execute a memorandum of this Lease legally sufficient to comply with the relevant provisions of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have executed and attested this Agreement by their officers thereunto duly authorized as of the day and year first written above.

County Manager Oakley noted:

- This lease has a memorandum of approval from County Attorney Browder.
- This is a lease between Stokes County and King Public Library.
- If this meets your approval I also request that this item be place on the Action agenda at tonight's meeting.

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

Commissioner Booth commented:

- This is just the standard contract that has been in place.
- We are updating for 10 more years.
- Were there any changes or updates Attorney Browder?

County Attorney Browder confirmed the contract had no changes from the previous one presented.

With no further discussion and full consensus of the Board, Chairman Mendenhall instructed the Clerk to place this item on tonight's Action agenda.

GENERAL GOVERNMENT – GOVERNING BODY – DISCUSSION AGENDA

Amended Contract – Petree Phase II Project

County Manager Oakley presented the Petree Phase II amended contract.

January 22, 2018

STATE OF NORTH CAROLINA
COUNTY OF STOKES

LEASE AGREEMENT

This Lease Agreement, is entered into on this the ____ day of January, 2018, by and between the Board of Directors acting as Trustee of the Walter Ronald Petree Charitable Trust (aka the Ron Petree Charitable Trust dated February 4, 2015, (hereinafter referred to as "LESSOR"); and the County of Stokes a Body Politic, (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 one year commencing on January 1, 2018. The Leased Premises consists of all of the property owned by the Lessor in Stokes County, and more particularly described in Deed Book 660 Page 1276, and Deed Book 692 Page 295 in the Stokes County Register of Deeds, hereinafter referred to as the "Leased Premises".

During the lease term, the Lessee agrees to oversee, manage and maintain the Leased Premises in accordance with the terms and conditions set forth in the Contracts between Stokes County and Walter Ronald Petree and Ann Petree Ivey.

2. RENEWAL: This Lease shall be automatically renewed from year to year until terminated by either party herein.

3. **RENT:** The Lessee covenants to pay to Lessor as rent during the lease term the sum of One Dollar.
4. **UTILITIES:** Lessee shall pay all charges for any utilities provided to Leased Premises, 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:** Lessee shall maintain and pay for fire insurance, with extended coverage, covering all improvements 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. **REPAIRS:** Lessee shall be responsible for all repairs to the Leased Premises.
9. **TERMINATION:** Either party may terminate this lease upon sixty days advance written notice to the other party.

10. **LIABILITY 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 Leased Premises, which 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.

11. **NOTICES:** All notices and communications concerning this lease shall be mailed to the Lessor and Lessee in care of: Stokes County Manager, PO Box 20, Danbury, NC 27016

12. **ASSIGNMENTS AND SUB-LEASE:** Lessee shall may assign or sub-lease Leased Premises without exception.

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.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR LEASE AGREEMENT

Board of Directors acting as Trustee of the Walter
Ronald Petree Charitable Trust (aka the Ron Petree
Charitable Trust dated February 4, 2015
LifeBrite Community Hospital of Stokes
LESSOR

Ronda Jones, Director

Jimmy Walker, Director

Ronnie Mendenhall, Director

Ernest Lankford, Director

James Booth, Director

Stokes County.
LESSEE

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

County Manager Oakley noted:

- The amended contract includes the addition of the walking trails, and the picnic shelter for the property in Pine Hall.
- This was donated by Walter Ronald Petree and his sister Anne Petree Ivey.
- The memorandum of approval for this is included as well from County Attorney Browder.
- If this is acceptable to the Board, I am requesting that this also be added to the Action agenda tonight.

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

Commissioner Jones commented:

- I am glad to see this done.
- I don't have any further comments.

Commissioner Booth commented:

- I think this is a blessing to this county.
- The Pine Hall area will be able to put this to good use.

Chairman Mendenhall commented:

- I also want to say what a blessing this is to the people of Pine Hall and really for our entire county.

Vice Chairman Walker commented:

- I also want to thank our previous County Manager Rick Morris for all the work he did to help bring this about.
- He had a lot of time and effort involved in helping with the Petree Project.
- He deserves some credit for how things are with that project.

With no further discussion and full consensus of the Board, Chairman Mendenhall instructed the Clerk to place this item on tonight's Action agenda.

GENERAL GOVERNMENT – GOVERNING BODY – DISCUSSION AGENDA

Amended Lease – Petree Agreement

County Manager Oakley presented the amended Petree Agreement.

CONTRACT

SECTION I - PARTIES

- A. Stokes County, North Carolina ("THE COUNTY")
P.O. Box 20
Danbury, NC 27016
- B. Walter Ronald Petree ("PETREE")
2872 S. NC HWY 119
Mebane, NC 27302
- C. Ann Petree Ivey ("IVEY")
2872 S. NC HWY 119
Mebane, NC 27302

SECTION II - SUBJECT

- A. This contract concerns the donation of an additional parcel (Parcel ID No. 699401066912) to two previously donated parcels adjoining parcels of land in the Beaver Island township of Stokes County, North Carolina (Parcel ID Nos.: 699401057701 and 699401160458) by IVEY to THE COUNTY ("the land") as well as the donation of \$TBD to THE COUNTY by IVEY to be used exclusively for the PHASE II Project of the original project, which consisted of land and funding donations for a Medical / Community Center which was completed in Calendar Year 2017. The PHASE II Project is described in the next section.

SECTION III - THE PHASE II PROJECT

- A. The primary component of this project is the construction of a single picnic shelter with two bathrooms and a trail network. Parcel ID #699401066912 will be purchased by IVEY and subsequently deeded to the Local Government Stokes County, North Carolina as a component of Phase II of the project.
- B. The additional land (Parcel ID No. 699401066912) will be combined with the original parcels donated to Stokes County by PETREE and IVEY, which are listed in SECTION II A of this contract, to form a single parcel, which will be subject to all of the restrictions in the original contract (Attachment #2) dated July 1, 2014 plus additional restrictions for the PHASE II Project that will be included in a later section of this contract. The deed conveying the above described property to the county shall include the following restrictions, which also apply to the shelter and trail network:
 - 1. Prior to the year 2114 Stokes County Government can neither sell, barter or give away this property nor lease the land or any add-on facilities for any purpose other than human services which are defined as medical or other services that positively impact the physical and mental health of the facility's users.
 - 2. The land and any facilities shall be open to the general public, without regard to race, religion or political preference.
 - 3. No religious organizations shall use any of the facilities for their regular meetings.
 - 4. No hydraulic fracturing for fossil fuels shall take place on the land; no future state, county or privately operated landfill shall occupy or be located on any part of the land; no trash

drop off facility is to be constructed on the land; and no animal control or animal shelter facility is to be located on any of the land.

5. The landscape is to remain in as natural a state as possible as future uses are considered for the property.

- C. The picnic shelter and trail network that make up this PHASE II PROJECT are provided for a variety of community activities such as wellness / exercise programs, weddings, family reunions, and other activities approved by Stokes County. Both the picnic shelter and the trail network that comprise Phase II of the project shall be built on the two previously donated parcels of land and not on Parcel ID No. 699401066912. Attachment #1 to this contract provides a rough design of the Phase II Project as submitted by the hired architect, Mr. Perry Peterson. Such attachment also lays out details as to how the trail is to be completed, details on clearing debris in and around the pond located on the property, and details concerning the removal or burying of trash accumulated under the spillway area of the pond.

SECTION IV - TERMS & CONDITIONS

- A. THE COUNTY agrees to the following terms and conditions:

1. IVEY shall donate Parcel ID No. 699401066912 to Stokes County Government and the county agrees to accept this property "AS IS" and "WHERE IS". Neither PETREE nor IVEY will fund any improvements made to this property under this Phase II Project. The remaining restrictions apply more or less to the picnic shelter and trail network that are constructed under Phase II of the project.
2. The land and facilities that comprise the PHASE II Project shall only be used for human services; and may not be used for programs to provide services for animals. This does not prohibit patrons walking dogs on the property, but the dogs must be on a leash at all times, and any animal waste must be cleaned up immediately by the person walking the dog. No extension of the walking trail is to connect with U.S. Highway 311.
3. Horses or other similar large animals and small motorized vehicles (except for maintenance vehicles) will be prohibited from using any of the land and facilities that make up the PHASE II Project.
4. The Stokes County Board of Commissioners shall continue to use the same funding processes for the PHASE II Project as those used on the original Medical Center / Community Center project which is governed by the contract that is included for reference in this contract as Attachment #2.
5. All structures shall be constructed of durable, quality, materials recommended by the architect and approved by PETREE.

6. The landscape is to remain in as natural a state as possible with no clear cutting of timber except in the area where any building, septic field or other infrastructure improvement is to be constructed or where necessary to control kudzu expansion or other noxious weeds or invasive species.
7. All aspects of the project shall be transparent to the public. THE COUNTY will provide Mary Hanes Kerley (P.O. Box 165, Pine Hall, N.C. 27042;) direct access to all invoices showing work done and all disbursements showing payments made by THE COUNTY for work completed on the PHASE II Project.
8. The deed to the County for the new parcel in the Phase II Project will be subject to all of the restrictions in the original contract (Attachment #2).
9. Upon receipt of the funding donation from IVEY for the PHASE II Project, the County shall handle aspects of the project, including the bidding process for choosing contractors to perform the landscape grading, paving entrance and parking areas, building construction, all utility work, and such other work as is necessary to complete the facility and trail network. Facility construction should be completed in a reasonable time.
10. Stokes County shall commit to providing the necessary county resources to adequately provide operations and maintenance support to the trail network and associated facilities constructed as part of the PHASE II Project.
11. The County shall design the project such that its annual operations and maintenance costs are as minimal as possible. The County agrees to make certain that all structures are continuously insured against fire with extended coverage including full replacement value in the event of total loss.
12. The County may lease the picnic shelter facility to private parties for events. The County may charge adequate fees to be used for maintenance and cleanup costs required to maintain the picnic shelter.

B. PETREE and IVEY agree to the following terms and conditions:

1. The County shall design the project such that its annual operations and maintenance costs are as minimal as possible. The County agrees to make certain that all structures are continuously insured against fire with extended coverage including full replacement in the event of total loss.
2. The County will lease the picnic shelter facility to a private parties for events. The County will be permitted to charge adequate fees to be applied to maintenance and cleanup costs required for the picnic shelter.
3. Should projections indicate a shortage of funds for construction of the PHASE II Project, either a cutback in the project size and scope may be necessary or PETREE and / or IVEY may supply additional funding if either desires to.

- C. The parties sign this contract prior to the architect's completion of the facility design, with the understanding that the County will determine, using the architectural plans and standard due diligence, if the site is suitable for the project, and if the water and sewer requirements of the project can be satisfied. This contract shall not become effective until the project design is approved by PETREE and the County receives the PHASE II Project funding, and issues a letter of acceptance to PETREE.
- D. This contract shall be binding on the heirs, successors and assigns of the parties, and shall be enforceable under the laws of the State of North Carolina.

THIS, the _____ day of _____, 2018.

COUNTY OF STOKES

By: _____
Chairman of the Board of Commissioners WALTER RONALD PETREE
ANN PETREE IVEY

Attest: _____ BY: _____
Clerk to the Board WALTER RONALD PETREE, as Attorney in
Fact

(SEAL)

NORTH CAROLINA
STOKES COUNTY

I, _____, a Notary Public for said County and State,
do hereby certify that Jimmy Walker, Chairman of the Board of Commissioners personally
appeared before me this day and acknowledged the due execution of the forgoing CONTRACT.

Witness my hand and notarial seal, this the _____ day of _____, 2018.

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires: _____

NORTH CAROLINA
ALAMANCE COUNTY

I, _____, a Notary Public for said County and State,
do hereby certify that WALTER RONALD PETREE personally appeared before me this day and
acknowledged the due execution of the forgoing CONTRACT.

Witness my hand and notarial seal, this the _____ day of _____, 2018.

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires: _____

NORTH CAROLINA
ALAMANCE COUNTY

I, _____, a Notary Public for said County and State,
do hereby certify that WALTER RONALD PETREE, Attorney in Fact for ANN PETREE IVEY,
personally appeared before me this day and acknowledged the due execution of the forgoing
CONTRACT.

Witness my hand and notarial seal, this the _____ day of _____, 2018.

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires: _____

County Manager Oakley noted:

- This is the current Petree Agreement.
- It required signatures from all five Board members as the trustees.
- The memorandum of approval from County Attorney Browder is included.
- If this is at the pleasure of the Board, I am also requesting this item to be placed on the Action agenda at tonight's meeting.

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

Commissioner Lankford commented:

- Is it urgent that this be on Action tonight?

County Manager Oakley responded:

- With the agreement needing to be signed before the new project moves forward and with the Board being the trustees that needs to be done first.

Commissioner Lankford responded:

- I am good with that.
- I just don't want to move items to Action for no particular reason.

With no further discussion and full consensus of the Board, Chairman Mendenhall instructed the Clerk to place this item on tonight's Action agenda.

GENERAL GOVERNMENT – GOVERNING BODY – DISCUSSION AGENDA

Closing Date for Applications– Economic Development Director Position

Chairman Mendenhall noted that the last item on the Discussion agenda is the closing date requested for applications for the Economic Development Director be added to the Discussion agenda by County Manager Oakley. Chairman Mendenhall turned the floor over to County Manager Oakley.

County Manager Oakley noted:

- We have several applications on file for this position.
- We have both internal and external applications.
- I am requesting that we set a closing date for applications.

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

Commissioner Lankford commented:

- My opinion is to have it listed open until filled.

County Manager Oakley responded:

- Is this something that can be done Mr. Browder?
- Can we start interviewing while applications are still coming in?

County Attorney Browder responded:

- The problem is if you don't put a closing date on the applications, and you begin the interview process, you can still have applications coming in.
- Before you start consideration, you need to have all the applications received.
- The only way to do that is to set a closing date for accepting applications.

Commissioner Jones commented:

- I vote for as soon as possible.
- It has been postponed long enough.

Chairman Mendenhall responded:

- Do you have a recommendation for the Board Mr. Oakley?

County Manager Oakley responded:

- I would go with the end of February as the final date.

Chairman Mendenhall opened the floor for any discussion on the recommendation of the closing date from County Manager Oakley.

Commissioner Booth commented:

- It has been open for several months.
- What is the normal timeframe for accepting applications?

County Manager Oakley responded:

- If it is internal it is two weeks I believe.
- If it goes external it is also two weeks.
- Is that correct Ms. Edwards?

Finance Director Julia Edwards responded:

- It is two weeks internal.
- If it is not filled, it is then two weeks outside I believe.

County Manager Oakley responded:

- We do the two weeks on the inside so that if no one is interested, we can move forward.
- Perhaps Commissioner Lankford is correct in there not having to be a closing date for outside applications.

Chairman Mendenhall responded:

- We do need to go ahead and set a closing date for accepting applications.

- Attorney Browder has said we need to have a time set to stop receiving applications before we begin considering any of the applications.

Commissioner Lankford commented:

- I am fine with the 28th.

Commissioner Booth commented:

- I am fine with the recommendation from our County Manager.

Vice Chairman Walker commented:

- I actually prefer a little sooner than the end of February.
- Let's go with the 16th of February.

Commissioner Lankford responded:

- I'm not sure if we already applications, if moving it up 2 weeks really makes a difference.

Commissioner Jones responded:

- I would like to remind you that we have goals/budget sessions coming up.
- Do you really want to have that on top of conducting interviews?
- I think it is better to go ahead and get this done.
- We need to get it behind us.
- It has been 7 months since the budget has been finished.

Chairman Mendenhall with full consensus of the Board instructs County Manager Oakley to set February 16, 2018 as the closing date for accepting applications for the Economic Development Director position.

GENERAL GOVERNMENT – GOVERNING BODY – ACTION AGENDA

Proposed Resolution - Opioid Lawsuit

Chairman Mendenhall entertained a motion to approve the Proposed Resolution for the Opioid Lawsuit. Commissioner Lankford made a motion to approve the Opioid Lawsuit, approve the attorney fee agreement and Adopt the Resolution. Commissioner Jones seconded the motion. Motion approved 5-0.

Amended Lease – Poplar Springs Elementary School Surrounding Grounds

Chairman Mendenhall entertained a motion to approve the Poplar Springs Elementary Surrounding Grounds Amended Lease. Commissioner Jones made a motion to accept the Poplar Spring School Surrounding Grounds Lease. Commissioner Lankford seconded. Motion approved 5-0.

County of Stokes and the King Public Library Lease

Chairman Mendenhall entertained a motion to approve the lease between the County of Stokes and the King Public Library. Commissioner Jones made a motion to accept the memorandum of lease for the King Public Library. Commissioner Booth seconded. Motion approved 5-0.

Amended Contract – Petree Phase II Project

Chairman Mendenhall entertained a motion to approve Amended Contract for the Petree Phase II Project. Commissioner Booth made a motion to approve the amended Petree Phase II Amended contract. Commissioner Jones seconded. Motion approved 5-0.

Amended Lease – Petree Agreement

Chairman Mendenhall entertained a motion to approve the Amended Lease for the Petree Agreement. Commissioner Jones made a motion to approve the Petree Lease Agreement. Vice Chairman Walker seconded. Motion approved 5-0.

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 January 22, 2018 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