

**OFFICE OF THE COMMISSIONERS
STOKES COUNTY GOVERNMENT
DANBURY, NORTH CAROLINA
MONDAY MARCH 25, 2019**

Chairman Andy Nickelston
Vice Chairman Jimmy Walker
Commissioner Ronnie Mendenhall
Commissioner Rick Morris
Commissioner Jamie Yontz

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Commissioner Mendenhall moved to approve the March 25th Agenda as presented.

Commissioner Morris seconded the motion.

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

With no further discussion and full consensus of the Board the March 25th Agenda was approved 5-0.

COMMENTS – MANAGERS AND COMMISSIONERS

Commissioner Mendenhall commented:

- Thanks to everyone for being here.
- We have had a variety of people at our meetings lately.
- It is good to see the young people here tonight.
- All of you are what makes Stokes County so great.
- Without you we would not be the county we are.
- Thanks to each and every one of you.
- It is an honor for me to be up here.

Commissioner Yontz commented:

- I would like to echo Commissioner Mendenhall's statements.
- Thank you all for being here.
- As I always say if there is anything you need please reach out to us.
- I look forward to working with you and I am looking forward to a productive meeting.

Vice Chairman Walker commented:

- It is nice to see the young people here.
- Good to see all of you.
- I have to wonder how many of the young people I am seeing here may be sitting up here one day.
- I hope that being here will spark your interest.

Commissioner Morris commented:

- I would also like to welcome everyone to our meeting tonight.
- Local government is important and for the young folks here tonight I hope you will get informed about it earlier than I did.
- It will benefit the local government if you do.
- I have been talking about a public outreach plan.
- The centerpiece will be a paper that I plan to publish called The Upside Down Pyramid.
- It is my assessment of local government, based on experiences I had at other places before I got into local government.
- I hope you will go to the website and check that out.
- The other thing I will be doing is office hours.

- We have talked about that already.
- I am going to start this next month and will hold hours on the second Tuesday of each month from 4-7 pm in room 325 upstairs.
- You can call and make an appointment or just come in.
- I am going to start with one day and if I see I need to expand to more days then I will.
- I will continue my blog, and hope to get into some public speaking about local government.
- For those who haven't checked that out it's at rickmorriscommissioner.com.

Chairman Nickelston commented:

- It is good to see some new faces here as well as the ones that are always here.
- Appreciate you taking the time to come to our meetings.

County Manager Oakley commented:

- Welcome to everyone.
- It is good to see the high school students here taking an interest in local government.
- I also want to thank God that Stacey was not hurt worse, she took a fall down some stairs, and had to have stitches.
- I am glad you are doing well.

PUBLIC COMMENTS

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

The following spoke during Public Comments:

Ellen Peric
1095 Wheeler Smith Rd.
Lawsonville, NC 27022

RE: Arts Update

The Apple Gallery – April

The Stokes County Arts Council welcomes our annual High School Art Show. An artist meet and greet will be held at the Apple Gallery on Friday, April 12th, 5:30 pm.

Come Hear North Carolina, 2019 NC Music Celebration

Come Hear NC is a promotional campaign of the North Carolina Department of Natural & Cultural Resources and the North Carolina Arts Council designed to celebrate North Carolinians' groundbreaking contributions to many of America's most important musical genres — blues, bluegrass, jazz, gospel, funk, rock and everything in-between.

All proceeds go toward supporting our “Junior Mountain Music” program – teaching local students grades 3-5 on traditional acoustic instruments. We have a matching grant for this program from the NC Arts Council.

March 17th – John Cowan with Darin and Brooke Aldridge

We welcomed John Cowan back to Stokes County with a sold out crowd. Season ticket holders of the musical series were able to enjoy refreshments in the Artist Loft Space and seats on the balcony.

Other musicians in this series:

April 26th – Leigh Nash

May 19th – Suzy Bogguss

Carolina Live! – Our Musical History – Sunday March 24th

Did you know that some of the most influential musicians in American history are from North Carolina? These musical giants have significantly influenced today’s popular music. In Carolina Music Ways’ show Carolina Live! – Our Musical History, some of our state’s best current-day musicians perform songs of North Carolina greats such as Doc Watson, 5 Royales, Nina Simon and Stokes County natives Jester Hairston and ole timer Ralph McGee

“End of the Rainbow” – The Arts Place – 2 shows Sat and Sun March 30 & 31

Stokes Arts presents Peter Quilter's Tony Nominated "End of the Rainbow" starring Jennifer Freeman as Judy Garland on Saturday & Sunday March 30 & 31 at The Arts Place of Stokes.

A musical play about the final years in the life of Judy Garland, "End of the Rainbow" is a savagely funny drama featuring a glorious ensemble of Judy Garland hits and infused with the glamour and the melancholy of stardom.

It's December 1968 and Judy Garland is about to make her comeback....again. In a London hotel room, with both her new young fiancé and her adoring accompanist, Garland struggles to get “beyond the rainbow” with her signature cocktail of talent, tenacity and razor-sharp wit. Featuring some of Garland’s most memorable songs, “You Made Me Love You (I Didn’t Want To Do it),” “For Me And My Gal,” “The Trolley Song,” “The Man That Got Away,” and, of course, “Over the Rainbow,” this savagely funny play offers a unique insight into the inner conflict that inspired and consumed one of America’s most beloved figures.

Mud to Art – Adult Beginner Pottery Classes 2-21 to 4-11

Kaleidoscope Making Class – March 30th

Have you ever wondered how a kaleidoscope works? How and why do the designs change as you turn or shake the decorated tube? Come and let your creative voice shout as you learn. We will turn a 7" aluminum tube, three mirrors, and your choice of colored beads into your own kaleidoscope which you can share with friends and family! Registration is limited to 8 people.

Instructor: Sue Davis, Registration: \$45, Time: 12:30=3:00pm

Bailey Mountain Cloggers – King Central Park – April 4th 6:30 pm

Catch a **FREE** performance by the Bailey Mountain Cloggers at King Central Park on Thursday, April 4th, 2019 at 6:30 pm.

The 27 time National Champion team hails from Mars Hill University. Being one of a few college-based performing clog teams in the nation, with art performance grants and college credit courses, the Bailey Mountain Cloggers serve as ambassador of goodwill for the college and the folk dance traditions of the Southern Mountains.

Winston Salem State University Chamber Orchestra on Saturday, April 6, 2019 at 6pm.

Join us for the WSSU Chamber Orchestra Concert – the Chamber plays music both popular and classical. Expect to hear a mix of styles from the Classical Genres to Jazz to Pop styles. The group recently participated in a two-year project studying works by African-American composers who wrote in the 1890-1920 String Band style. Over the past ten years, the group has performed symphonies by Haydn, Gluck, and Dvorak, string works by Edvard Grieg, Felix Mendelssohn, and Henry Purcell, works by African and African American composers such as Three Nigerian Dances by Samuel Akpabot, Umoja by Valerie Coleman, and Noveletten by Samuel Coleridge Taylor, and pop songs such as “Georgia on My Mind,” “Tainted Love,” “What Is Love?” and the Beatles song “Blackbird,” to name but a few.

Resident Artist Celebration – April 6th 7-9pm

Did you know that we now have two artists in residence at The Arts Place? Since January artists Bruce Burgess and Craig Richards have been moving into their shared studio space just above the market! You are invited to come visit their gorgeous studio on Saturday, April 6th from 7-9 pm. Lots of visitors enjoy watching them paint and asking questions.

Trivia Night – The Arts Place – Second Thursdays of the Month

April 11th is our next trivia night. Come hungry – we’re serving Italian for donations.

Sarvasri Ananda
1060 Tyler Rd.
Walnut Cove, NC 27052

RE: Happy, Healthy, Green Stokes County

- I have presented many presentations over the years to the Commissioners on health and wellness.
- Today I want to bring you a warning on the impending roll out of 5G that you may or may not be aware of.
- 5G is a danger to the people of Stokes County.
- Instead of having cell towers every few miles, they will be every 8 to 10 houses.
- The frequencies of this technology has been proven dangerous.
- There has not been testing on the neurological dangers of this, as well as no FCC standards in place.

- As an engineer I believe Stokes County should issue a moratorium on this technology until it is proven safe.
- The solution would be fiber optic technology which is ten thousand times faster than wireless technology, and it is totally safe.
- It would be a big boom for Stokes County to have fiber optic here.
- It would promote businesses in Stokes County.
- Other cities are doing this, rather than trying to get their speed from a wireless network that is potentially dangerous.
- I hope you will take a look at the information I have provided and please contact me if you have any questions.

Andy Stevens
157 Old Garner Drive
King, NC 27021

RE: School Board Elections

- Last week I planned to present a firearms and freedom sanctuary resolution similar to one just ratified by the Cherokee County Commissioners.
- I will do so soon.
- More important tonight however is a partisan power grab that you will consider and pass that has flown under the radar and received virtually no reporting by local media, including The Stokes News.
- They speak of proposed changes on how we will elect our School Board in Stokes County.
- While I am just as partisan as any and more so than most, the School Board adopted a flawed plan at their last meeting that you must repair tonight.
- As you know Commissioners are elected in a partisan election where voters have the advantage of both a primary and a general election to get to know the positions of the candidate and select those closest to their beliefs and views of governance.
- Tonight you should certify the partisan process and commit to a partisan election for the School Board.
- You must modify your resolution to keep in place the current terms of election.
- As for yourselves you must add to the resolution a section changing future Board of County Commissioner elections to follow a similar structure to allow voters to elect a similar process changing out the Board majority every two years as well.
- Current four year terms for all Commissioners clearly offer voters no chance to correct mistakes they may have made.
- We need only look at your no go 3-2 decision on the Wellness Center.
- With all the Board members of our current majority in four year terms no change can take place until 2022.
- Those who felt slighted in this have no recourse in the upcoming 2020 election where only two Commissioners will be up for re-election.
- Commissioner Z at your poorly attended Legislative Delegation meeting on March 15th courageously expressed a similar sentiment and I commend him for doing so.

- Voters deserve to be heard and hold elected officials accountable at the ballot box more frequently than not.
- The practice of electing a majority to our School Board each two year cycle is our strongest component of the election process.
- The partisan election of County Commissioners is the strongest component of your process.
- Please merge together and lock in these two key provisions for both Stokes County School Board and Stokes County Commissioner elections in the final resolution you send on to Representative Kyle Hall and Senator Phil Berger tonight.

CONSENT AGENDA

Chairman Nickelston entertained a motion to approve the Consent Agenda.

Minutes

March 11, 2019 - Regular Meeting

March 13, 2019 – Special Called Meeting

March 15, 2019 – Special Legislative Meeting

Budget Amendment's #73, #74, #75, #76, #77, #78, #79, & #80

Budget Amendment #73 – Jail

Finance Director Julia Edwards submitted Budget Amendment #73 for approval:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
GENERAL FUND				
	Jail			
100.4320.511	Equipment Non Capitalized	\$ 4,000.00	\$ 3,625.00	\$ 7,625.00
				\$ -
	TOTALS	\$ 4,000.00	\$ 3,625.00	\$ 7,625.00
Capital Reserve Fund				
201.4190.013	Public Buildings	\$ 639,610.00	\$ (3,625.00)	\$ 635,985.00
201.9810.000	Transfer to General Fund	\$ 676,713.00	\$ 3,625.00	\$ 680,338.00
		\$ 1,316,323.00	\$ -	\$ 1,316,323.00
This budget amendment is justified as follows:				
To transfer funds from Capital Reserve to replace ice machine in Jail.				
This will result in a net increase of \$3,625.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received in this fiscal year.				
Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
GENERAL FUND				
100.3982.960	Transfer from Capital Reserve Fund	\$ 676,713.00	\$ 3,625.00	\$ 680,338.00
				\$ -
	TOTALS	\$ 676,713.00	\$ 3,625.00	\$ 680,338.00

Budget Amendment #74 – Solid Waste

Finance Director Julia Edwards submitted Budget Amendment #74 for approval:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	Solid Waste			
100.4720.180	Professional Services	\$ 24,000.00	\$ 15,000.00	\$ 39,000.00
100.4720.590	Improvements	\$ 5,075.00	\$ 10,000.00	\$ 15,075.00
	Contingency			
100.9910.000	Contingency	\$ 108,123.00	\$ (25,000.00)	\$ 83,123.00
	TOTALS	\$ 137,198.00	\$ -	\$ 137,198.00

This budget amendment is justified as follows:

To transfer funds from contingency for additional ground water monitoring and well for compliance with State.

This will result in a net increase of \$0.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received in this fiscal year.

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
				\$ -
				\$ -
	TOTALS	\$ -	\$ -	\$ -

Budget Amendment #75 – FTCC

Finance Director Julia Edwards submitted Budget Amendment #75 for approval:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	GENERAL FUND			
	Forsyth Tech			
100.5920.590	Improvements	\$ 8,970.00	\$ 19,200.00	\$ 28,170.00
	TOTALS	\$ 8,970.00	\$ 19,200.00	\$ 28,170.00
	Dedicated Fund (4 cents)			
211.9820.000	Transfer to General Fund	\$ 2,446,864.00	\$ 19,200.00	\$ 2,466,064.00
211.9100.000	Debt Service Contingency	\$ 127,571.00	\$ (19,200.00)	\$ 108,371.00
	Total	\$ 2,574,435.00	\$ -	\$ 2,574,435.00

This budget amendment is justified as follows:

To appropriate funds for the replacement of bathroom fixtures in pods and replacement of floor tile in pod B.

This will result in a net increase of \$19,200.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received in this fiscal year.

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	GENERAL FUND			
100.9520.992	Transfer from Dedicated Fund	\$ 1,148,745.00	\$ 19,200.00	\$ 1,167,945.00
	TOTALS	\$ 1,148,745.00	\$ 19,200.00	\$ 1,167,945.00

Budget Amendment #76 – Social Services

Finance Director Julia Edwards submitted Budget Amendment #76 for approval:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
Social Services				
100.5310.030	Salaries & Wages-Contract	\$ 111,328.00	\$ (8,500.00)	\$ 102,828.00
100.5310.320	Telephone	\$ 50,000.00	\$ 8,500.00	\$ 58,500.00
	TOTALS	\$ 161,328.00	\$ -	\$ 161,328.00
<p>This budget amendment is justified as follows: To appropriate additional funding for telephone and internet from contract pay.</p> <p>This will result in a net increase of \$0.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received in this fiscal year.</p>				
Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
GENERAL FUND				
	TOTALS	\$ -	\$ -	\$ -

Budget Amendment #77 – Social Services

Finance Director Julia Edwards submitted Budget Amendment #77 for approval:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
Social Services				
100.5310.030	Salaries & Wages-Contract	\$ 102,828.00	\$ (7,900.00)	\$ 94,928.00
100.5310.320	Telephone	\$ 33,000.00	\$ 7,900.00	\$ 40,900.00
	TOTALS	\$ 135,828.00	\$ -	\$ 135,828.00
<p>This budget amendment is justified as follows: To appropriate additional funding for utilities from contract pay.</p> <p>This will result in a net increase of \$0.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received in this fiscal year.</p>				
Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
GENERAL FUND				
	TOTALS	\$ -	\$ -	\$ -

Budget Amendment #78 – Social Services

Finance Director Julia Edwards submitted Budget Amendment #78 for approval:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
100.5480.001	LIEAP	\$ 134,082.00	\$ 49,541.00	\$ 183,623.00
	TOTALS	\$ 134,082.00	\$ 49,541.00	\$ 183,623.00

This budget amendment is justified as follows:
To appropriate additional funding for LIEAP.

This will result in a net increase of \$49,541.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received in this fiscal year.

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	GENERAL FUND			
100.3301.202	DSS Federal	\$ 2,677,801.00	\$ 49,541.00	\$ 2,727,342.00
	TOTALS	\$ 2,677,801.00	\$ 49,541.00	\$ 2,727,342.00

Budget Amendment #79 – Social Services

Finance Director Julia Edwards submitted Budget Amendment #79 for approval:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
100.5480.000	Public Assistance Crisis Intervention	\$ 134,082.00	\$ 32,417.00	\$ 166,499.00
	TOTALS	\$ 134,082.00	\$ 32,417.00	\$ 166,499.00

This budget amendment is justified as follows:
To appropriate additional funding for crisis intervention.

This will result in a net increase of \$32,417.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received in this fiscal year.

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	GENERAL FUND			
100.3301.202	DSS Federal	\$ 2,727,342.00	\$ 32,417.00	\$ 2,759,759.00
	TOTALS	\$ 2,727,342.00	\$ 32,417.00	\$ 2,759,759.00

Budget Amendment #80 – Social Services

Finance Director Julia Edwards submitted Budget Amendment #80 for approval:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	Public Assistance			
100.5470.003	Special Adoption	\$ 301,800.00	\$ 14,400.00	\$ 316,200.00
	TOTALS	\$ 301,800.00	\$ 14,400.00	\$ 316,200.00
<p>This budget amendment is justified as follows: To appropriate additional funding for special adoption.</p> <p>This will result in a net increase of \$14,400.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received in this fiscal year.</p>				
Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	GENERAL FUND			
100.3301.216	Special Adoption	\$ 301,800.00	\$ 14,400.00	\$ 316,200.00
	TOTALS	\$ 301,800.00	\$ 14,400.00	\$ 316,200.00

Tax Administration – Monthly Report**Real and Personal Refunds More Than \$100****STOKES COUNTY TAX ADMINISTRATION REFUND REPORT FOR FEBRUARY, 2019****REAL AND PERSONAL PROPERTY REFUNDS MORE THAN \$100 PER NCGS 105-381(b)**

NAME	ADDRESS	BILL NUMBER	LEDGER	AMOUNT	REASON
STANLEY, DONALD EDWARD	1239 OLD 65 RD	41695738	100.3100.113	\$106.35	VEHICLE SOLD
STANLEY, LISA SUE	WALNUT COVE, NC 27052		208.3100.112	\$13.72	
			211.3100.001	\$6.86	
TOTAL AMOUNT				\$126.93	
RICHARD T. BRIM	DATE	ANDY NICKELSTON	DATE		
TAX ADMINISTRATOR		CHAIRMAN-STOKES COUNTY			
		BOARD OF COMMISSIONERS			

Present – Use Value

Per NCGS 105-277.4(a1), “Late Application.....an application may be approved by the board of equalization and review or, if that board is not in session, by the board of county commissioners.”

We have (2) Present-Use Value late applications for Year 2019 on which the Tax Office is recommending approval:

<u>Taxpayer</u>	<u>Parcel</u>	<u>Acreage</u>	<u>Reason</u>
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Mitchell H. Bowen	6939-00-28-2620	21.04	Agricultural Use Value – Late Delivery
Morgan R. Bowen			

Approval _____

Denial _____

David Michael Bullins	6955-04-62-6918	6.27	Forestry Use Value – Late Delivery
Patricia S. Bullins	6955-04-63-7426	4.01	
	6955-04-63-4422	0.57	

Approval _____

Denial _____

Renaming of Carl's Way Road (Private Drive) Pinnacle

Both property owners with land associated on Carl's Way Rd. visited our office and requested renaming Carl's Way Rd. to Wishbone Farm Rd. Greg Hunsucker, GIS Specialist/E-911 Addressing has researched and verified that renaming the road to Wishbone Farm Rd. would be an acceptable choice in regards to avoiding road name duplication. Both property owners have been made aware of a \$200 fee associated with renaming a Private Rd. and have agreed to such. It is the recommendation of the Tax Administration for the Board to approve the road name change. Our office will update county maps and will notify all Emergency Service Departments effected by this change.

Approval _____

Denial _____

Carson Watts Road – Fire District Change

County Manager Jake Oakley presented the following information to the Board:

- It has been brought to my attention that the property owners on Carson Watts Road were assessed in the wrong Fire District. Research completed by Fire Marshal, Scott Aaron, and GIS Specialist, Greg Hunsucker disclosed that five out of the eight property owners on Carson Watts Road were assessed in the King Fire District.
- All owners on this road should be in the Pinnacle Fire District which is part of the Counties Service Fire District for assessment.
- All Fire Districts are taxed at the same tax rate of \$0.08 per \$100 dollar valuation.
- The only problem in being assessed in the incorrect Fire District (in this case) has to do with the five mile Insurance Rating District.
- This falls under the direction of the North Carolina State Insurance Commission.
- These rates are determined by location to the nearest Fire Department, Volunteer / Paid Fire Personnel and County Infrastructure of Water lines / hydrants. The owners were notified and the correction was made to place them in the correct Fire District.
- Upon completion of this it was then discovered that one of the residents would lose their homeowners insurance due to the type of structure (log home) if moved from the King District to the service district which would be Pinnacle Fire Department.
- This would happen due to Pinnacle's insurance rating.
- After having a discussion with the owners, the Fire Marshal, and the Mapping Department it is my opinion and recommendation that all of Carson Watts Road be placed in King Fire District.
- This will allow the individuals that live on Carson Watts Road to maintain their existing insurance coverage and not be forced to change.

- If the Board accepts my recommendation and approves to move forward with the change in the Fire District boundary, then the next step will be notifying the State Fire Commission, as well as requesting their approval for change.
- This is a process that will take approximately six months to finalize.
- Until final approval is reached between both governing bodies, the property owners will remain in the district of notification which is the correct fire district.

Resolution Proclaiming Farmer Appreciation Day

RESOLUTION PROCLAIMING FARMER APPRECIATION DAY IN STOKES COUNTY

Whereas, the County of Stokes, the Stokes Soil & Water Conservation District, the Cooperative Extension, Farm Service Agency, the Natural Resources Conservation Service and the NC Forest Service desire to host the Farmer Appreciation Day to recognize the contributions of our farmers to Stokes County; and

Whereas, the Board of Commissioners recognizes that the county's farmers contribute greatly to Stokes County's economic base; and

Whereas, the Board believes that all county citizens benefit from farming activities in some manner; and

Whereas, the Board agrees that a Farmer Appreciation Day would show our county's support for the existing farming community and honor past activities that have contributed so much to the culture and heritage of Stokes County; and

Whereas, the Board recognizes and appreciates the local businesses within the County that provides funding for a BBQ and Chicken Dinner with live entertainment to be held at South Stokes High School with all Stokes County citizens invited.

NOW THEREFORE BE IT RESOLVED, THAT

The Stokes County Board of Commissioners hereby proclaims **Thursday, April 4, 2019** as **Farmer Appreciation Day** in Stokes County and extends its appreciation and gratitude to the county's farmers for their many contributions to Stokes County.

Adopted by the Stokes County Board of Commissioners this ____ day March, 2019.

Chairman Andy Nickelston

Vice-Chairman Jimmy Walker

Commissioner Ronnie Mendenhall

Commissioner Rick Morris

Commissioner Jamie Yontz

Clerk to the Board Shannon Shaver

Commissioner Mendenhall moved to approve the March 25, 2019 Consent Agenda.

Commissioner Yontz seconded.

Chairman Nickelston opened the floor for any discussion/comments/questions.

With no further discussion and full consensus of the Board, the Consent Agenda was approved with a 5-0 vote.

INFORMATION

West Stokes High School Youth and Government

Chairman Nickeslton turned the floor over to County Manager Jake Oakley.

County Manager Oakley presented the following information to the Board:

- Students from West Stokes High School joined over 1,000 North Carolina high school students in attending the 27th annual YMCA North Carolina Youth and Government Conference February 14th through the 17th in Raleigh.
- They took on the roles of senators, representatives, media reporters, attorneys, lobbyists, and budget analysts.
- The purpose of the conference is to prepare students for moral and political leadership through training in the theory and practice of developing public policy.
- At the conference this year, West Stokes High School won Model Delegation out of 40 schools in attendance.
- The Model Delegation demonstrates: leadership, compassion, respect, sportsmanship, open-mindedness, responsibility, and honesty as well as exceeding expectations at both the delegation and conference levels.

The Stokes County Board of Commissioners presented the West Stokes Youth and Government students with a certificate of achievement.

The following students spoke:

- Jacob Long
- Chloe Hooker
- Sydney Preston
- Kari Rice
- Sara Rice
- Jordan Rierson

DISCUSSION

Tax Administration – Request for Contract Position

Chairman Nickelston turned the floor over to Tax Administrator Richard Brim.

Tax Administrator Richard Brim presented the following information to the Board.

- I am requesting the Board to allow the Tax Department to sign an agreement with Danny Z. Nelson allowing him to provide services as a Contractual Employee to help assist with the 2021 Revaluation.
- I mentioned in a previous BOC Meeting there was a possibility of making this request. In the FY 19-20 Revaluation Budget, I am requesting to fund this position.
- The reason I am requesting this position three months early is due to one of our Revaluation Employees being on light duty and is physically unable to perform field reviews.

- Mr. Nelson retired from Stokes County as a Real Property Appraiser in 2016 with eighteen years of service.
- Mr. Nelson is qualified and knowledgeable and will not require any training.
- I spoke with Mr. Nelson and he has agreed to sign an agreement with Stokes County to provide services at a rate of \$15.00 per hour based on a 20 hour work week.
- If approved, I am requesting the monies for this contracted part-time position be allocated through a budget amendment by way of the County's contingency account.
- The requested amount budgeted for this position is \$4,205.
- I have attached a copy of the Agreement.
- The Agreement has been reviewed and approved by Adam Hall, Attorney at Law from the legal prospective.

NORTH CAROLINA

AGREEMENT

STOKES COUNTY

This Agreement is made the 1st day of April, 2019 by and between

The Stokes County Tax Department (Contractor) and Danny Z. Nelson (Contractual Employee);

WITNESSETH

For and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. The Stokes County Tax Department (Contractor) shall allow Danny Z. Nelson, (Contractual Employee) to provide services on an "as needed" basis subject to all the rules and regulations of the County of Stokes.
2. All services provided by the Contractual Employee are offered at \$15.00 per hour, based upon an average 20 hour work week. This Contract will run through June 30, 2019, with the understanding of potential renewals (subject to approval by the Stokes County Board of Commissioners).
3. This Agreement may be terminated by either party at any time by written Notice to the other party.

IN WITNESS WHEREOF the parties have executed the Agreement as of the date first written above.

Stokes County Tax Department

Contractual Employee

By: _____

TAX ADMINISTRATOR

DANNY Z. NELSON

After some discussion by the Board this item was moved to the April 8th Action Agenda.

DSS – Position Requests

Chairman Nickelston turned the floor over to County Manager Jake Oakley.

County Manager Jake Oakley presented the following information to the Board.

TO: Stokes County Board of County Commissioners

FROM: Stacey Elmes, Director

DATE: March 9, 2019

RE: Request for Positions

It is with much thought and consideration that I write this memo. I am a firm believer in asking for things that are needed, not things that are wanted. I have had the privilege of being the DSS Director for five and a half years and during that time, I have never asked for things that were not absolutely necessary. While over the years, our department has been given some positions, there are others that we have asked for out of necessity that we have not been given. In order to serve our constituents and in order to provide the mandated services that we are to provide, we must have people to do the work. The state has continuously increased the amount of work that is required. We once thought and were told and were even hopeful that NC Fast would cut down some of our work and perhaps even the workforce. After years of working in that system, that has not and will not ever prove to be true. Our employees are overwhelmed in most DSS units.

We lose people because of low salaries and we lose people because the workload is more than it should be. We are struggling and the struggle is often more than we can bear. I am resistant to make this request at this time because it isn't budget time and I respect that, but I feel that one of my duties as the Director is to continue to make you aware of our needs and struggles and ask for what we need, especially when I see no change. I am making a plea for help. We cannot continue providing good customer service, timely service, and protection to our most vulnerable without additional assistance.

Current Needs:

Social Work Supervisor in Child Welfare – We have asked for this position in the last three budget cycles and this has not been granted. This position is essential to the work that is done day in and day out in child welfare. We have not been in compliance with the supervisor to staff ratio of 1 supervisor to 5 line staff for each program area in several years. [NCDSS policy states that social worker and supervisor shall staff cases frequently enough to ensure the safety of all victim children. NCDSS policy states supervisor to worker ratios shall not exceed an average of one full time equivalent supervisory position to five full time equivalent social work positions.] Our supervisors and program manager in child welfare work around the clock many times to make sure our social workers are doing all that must be done in a case and to ensure the safety of the children that we serve. Child Welfare has gone live in NC Fast and this has put an extra burden on the units as well as the supervisors. In addition, our Program Manager has carried an Adoption Assistance caseload for years along with supervising a group of child protective service social workers. We really need for this Program Manager position to manage our programs, not be a working supervisor. *(Requested this position in the '19-'20 budget.)*

Approx. Cost of Position: \$39,300

Three pay periods left until June 30: \$9,069.30

State: \$331.74 Federal: \$5,330.61 **County: \$3,406.95**

Community Social Services Assistant – With over 100 children that the agency is working with and with supervised visitation having to be provided between parent and children, our agency is in desperate need for another position. We are very grateful for the CSSA position that we were given already during this fiscal year, but this is not enough. Our three full time positions are working between 40 and 60 + hours per week and a couple of them are getting paid out comp time each pay period with little time to take off work. Our workers are overwhelmed, overworked, and at their wits end. When we tell our CSSA's that they must take time off work to get their comp time down, all we are doing is increasing the workload of our social workers who can barely get their work completed as it is. *(Requested this position in the '19-'20 budget.)*

Approx. Cost of Position: \$20,175.87

Three pay periods left until June 30: \$4,655.97

State: \$170.31 Federal: \$2,736.61 **County: \$1,749.05**

Processing Assistant III – Our foster care unit is and has been in need of a clerical worker to help them with all things clerical. Social Workers are having to complete all clerical tasks themselves. This would alleviate so much work for them as they are trying to work with these kids and families to reunify or find permanent placements. These social workers must have some clerical help. Foster Care goes live in NC Fast on May 21. Before that time comes, we have been told that we must get our active foster care cases in order and uploaded into NC Fast. This is an added burden that social workers do not have time to tackle. *(Requested this position in the '19-'20 budget, however as a PA IV.)*

Approx. Cost of Position: \$22,694.75

Three pay periods left until June 30: \$5,237.25

State: \$191.57 Federal: \$3,078.27 **County: \$1,967.41**

Social Worker III – Our foster care unit struggles (even when fully staffed- which does not happen often). The workload in foster care is more than most can handle. The requirements for foster care social workers are astronomical. I provided a two page list at one of our meetings that was just a skim of the job duties of a foster care social worker and that list was a per child list. We currently have one vacancy in foster care, but we really need another social worker to try to break the cycle that we are in. NC Fast goes live in foster care in May. We have already seen the duplication in work that CPS has encountered with this and know that we will see it in foster care. There is no time for duplication in this work, but we have no choice. You may ask what we would do if our foster care caseload dropped. We will always have needs that a social worker can fill. We can use a social worker in CPS or in Adult Services if the foster care caseload decreased. Or there is always the option of reduction in our workforce if that were needed.

Approx. Cost of Position: \$33,594.05

Three Pay periods left until June 30: \$7,752.48

State: \$283.58 Federal: \$4,556.63 **County: \$2,912.27**

My plea at this time would be that you allow us some of these most needed positions so that we can continue providing mandated services as timely and as accurately as possible to those who need it the most.

Total Request for the remainder of '18-'19 fiscal year:

State: \$977.20

Federal: \$15,702.12

County: \$10,035.68

Looking at the end of February statement of expenditures, it looks like we would have this \$10,035.68 in lapsed salaries for this fiscal year.

Again, I do not feel that I am doing my job if I do not let you know about our struggles. I feel that I am not advocating for our staff and the jobs that we must complete day in and day out if I do not express our needs. I feel that I am not advocating for those that we serve who so desperately need us to complete our jobs accurately and timely if I do not tell you our struggles and ask for assistance.

While I am grateful for the things that we have accomplished over the last few years and for the positions that the BOCC has allowed us to receive, we are desperate for additional help in order to continue to serve those most vulnerable in Stokes County and continue to provide appropriate mandated services.

Thank you for your time and consideration.

DSS Positions Requested

3/18/2019

Job Title	Grade	Step	Annual Salary	Salary 4/19-6/30	Federal Dollars	State Dollars	County Dollars
SW Supervisor III	75	1A	\$39,300	\$9,069.30	\$5,330.61	\$331.74	\$3,406.95
Community Social Services Asst.	58	1A	\$20,175.87	\$4,655.97	\$2,736.61	\$170.31	\$1,749.05
Processing Assistant III	59	1A	\$20,983.04	\$4,882.24	\$2,846.09	\$177.12	\$1,819.02
Social Worker III	71	1A	\$33,594.08	\$7,752.48	\$4,556.63	\$283.58	\$2,912.27

\$962.75 **\$9,887.29** TOTAL REQUEST: \$114,052.99 \$26,359.99 \$15,469.94

After discussion by the Board this item was moved to the Action Agenda at tonight's meeting with a 4-1 vote with Vice Chairman Walker voting against moving this item to the Action Agenda at tonight's meeting due to not wanting to act on items the same meeting they are presented.

DSS Board & Board of Health Organizational Structure

Chairman Nickelston turned the floor over to County Manager Jake Oakley.

County Manager Jake Oakley presented the following information to the Board.

- In 2013 the Board of Commissioners assumed control of the DSS Board and Board of Health, and created the Human Services Advisory Board.
- In the past few months this Board has expresses an interest in reinstating these Boards.
- The Board directed County Attorney Browder to look into the necessary procedure for reinstating these Boards.
- County Attorney Browder contacted the UNC School of Government and they stated that there is not really a general statute that clearly covers this.
- They did offer some direction on how this needs to be done.
- They informed County Attorney Browder that the two Boards would need to be abolished as they are now.
- A 30 day notice will need to be posted.
- You must hold a public hearing and adopt a resolution.
- The Social Services Commissioner would have to be notified due to the fact that they appoint one to two members to this Board.
- The County Commissioners would also need to appoint one to two members to the Board.
- The School of Government has also directed our Attorney to contact Jackson County who is currently in the process of doing the same thing.

The Board requested that County Attorney Browder provide more information at the next meeting on beginning the process to reinstate the DSS Board and Board of Health.

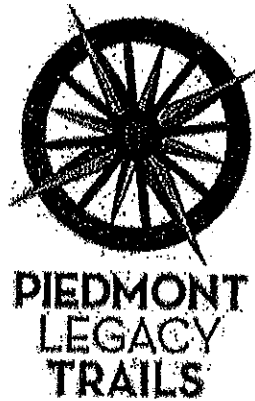
After discussion with full consensus of the Board, the Chairman directed the Clerk to place this item on the Action Agenda at the next meeting.

Piedmont Legacy Trails – Resolution

Chairman Nickelston turned the floor over to Palmer McIntyre with Piedmont Legacy Trails.

Palmer McIntyre presented the following information to the Board.

Ms. McIntyre presnted a powerpoint presentation to the Board as well as a request for support in the form of a Resolution for the Piedmont Legacy Trails.



RESOLUTION OF SUPPORT

Whereas _____ is committed to enhancing the quality of life for its citizens and recognizes that supporting Piedmont Legacy Trails will help create a regional network of trails, including greenways and blueways; and

Whereas, trails provide key amenities to neighborhoods and safe areas for our citizens and children to travel, exercise, play and connect with nature and communities; and

Whereas, trails have significant impact on the economic viability of the region through increased tourism, enhanced property values, as well as the ability to attract and retain businesses to the region due to improved quality of life; and

Whereas, committing to this Resolution may help leverage funding from federal, state, local and private sources for trails; and

Whereas, Piedmont Legacy Trails is coordinated by Piedmont Land Conservancy which is dedicated to preserving important natural areas, and Piedmont Triad Regional Council, which is a regional planning organization.

Now, Therefore, Be It Resolved that _____ supports Piedmont Legacy Trails in partnership with neighboring communities to implement a system of regional trails that connects our communities, people and regional points of interest for years to come.

Name

Date

Title

*Piedmont Legacy Trails
A project of Piedmont Land Conservancy and Piedmont Triad Regional Council
www.piedmonttrails.org*

After discussion by the Board, the Chairman directed the Clerk to place this item on the next meetings Action Agenda.

School Board Election Procedure – Resolution

Chairman Nickelston turned the floor over to County Manager Jake Oakley.

County Manager Jake Oakley presented the following information to the Board.

County Attorney Browder drafted two Resolutions for the Boards consideration.

Draft #1

**RESOLUTION TO CHANGE THE METHOD OF ELECTION OF
THE STOKES COUNTY BOARD OF EDUCATION**

WHEREAS, members of the Stokes County Board of Education are currently elected in nonpartisan elections every even-numbered year; and

WHEREAS, three seats of the Board of Education are eligible for election every two years, with the first and second place finishers in the election receiving a four-year term, and the third place finisher in the election receiving a two-year term, and

WHEREAS, the nonpartisan process by which board of Education members are elected provide insufficient candidate information for the voters; and

WHEREAS, without primary elections for the Board of Education, many candidates run in the November General Election, which contributes to voter fatigue in our down-ballot elections; and

WHEREAS, the process of a third place finisher receiving a two-year term rather than a full four-year term confuses voters and does not allow that newly elected member sufficient time to acclimate the member into the member's role on the board of Education;

NOW THEREFORE, BE IT RESOLVED that Stokes County Board of Commissioners requests the North Carolina Legislature to enact legislation authorizing all members of the Stokes County Board of Education to be elected for four year terms in partisan elections in even numbered years.

ADOPTED this ____ day of March, 2019.

Andy Nickleston, Chairman

Jimmy Walker, Vice-Chairman

Jamie Yontz, Commissioner

Ronnie Mendenhall, Commissioner

Rick Morris, Commissioner

Attest:

Shannon Shaver, Clerk to the Board

Draft #2

**RESOLUTION TO CHANGE THE METHOD OF ELECTION OF
THE STOKES COUNTY BOARD OF EDUCATION**

WHEREAS, members of the Stokes County Board of Education are currently elected in nonpartisan elections every even-numbered year; and

WHEREAS, three seats of the Board of Education are eligible for election every two years, with the first and second place finishers in the election receiving a four-year term, and the third place finisher in the election receiving a two-year term, and

WHEREAS, the nonpartisan process by which board of Education members are elected provide insufficient candidate information for the voters; and

WHEREAS, without primary elections for the Board of Education, many candidates run in the November General Election, which contributes to voter fatigue in our down-ballot elections; and

NOW THEREFORE, BE IT RESOLVED that Stokes County Board of Commissioners requests the North Carolina Legislature to enact legislation authorizing the members of the Stokes County Board of Education to be elected in partisan elections in even numbered years; and

AND BE IT FURTHER RESOLVED that all members shall be elected to four year terms except in the even numbered years in which three members of the Board of Education are elected, that the third place finisher be elected to a two-year term.

ADOPTED this ____ day of March, 2019.

Andy Nickleston, Chairman

Jimmy Walker, Vice-Chairman

Jamie Yontz, Commissioner

Ronnie Mendenhall, Commissioner

Rick Morris, Commissioner

Attest:

Shannon Shaver, Clerk to the Board

County Manager Oakley noted that this item needed to be moved to Action at tonights meeting due to March 26th being the cutoff for filing the bill, and that a copy of the Resolution passed by the Board of Education has been provided for review showing that they support partisan election and 4 year terms for all members.

After discussion and full consensus of the Board , the Chairman directed the Clerk to place this item on the Action Agenda at tonights meeting.

Commissioner Morris and Vice Chairman Walker noted that they prefer the resolution with the 2 year term for the third place vote getter, but they would go with the Board's decision in order to support the partisan election.

Storage Container / Building Request

Chairman Nickelston turned the floor over to County Manager Jake Oakley and Support Services Supervisor Glenda Pruitt.

County Manager Jake Oakley and Support Services Supervisor Glenda Pruitt presented the following information to the Board.

- Upon further review of the storage units discussed at the February 25, 2019 meeting it was brought to our attention from the Building Inspections Department that container units are not addressed in the NC State Building Code.
- If we proceed on with the purchase of the container type units the county will have to provide a set of engineered plans with an Appendix B, design on anchoring, and electrical plan.

During budget discussion sessions with the department heads Jake has brought to my attention that there is a need for storage of all types not just files with this being said I would like to ask the board to table the storage units until a later date to discuss with departments in regards to the storage needs and at that time I will come back to the board with the most cost effective options.

With full consensus of the Board the request to table the storage container building request was approved.

Proposed Stokes County Citizen of the Month Recognition

Chairman Nickelston presented the following information to the Board.

- I would like to propose to the Board to begin recognizing a Stokes County Citizen of the Month.
- Stokes County is full of wonderful people who go above and beyond each day to make our county a great place to live.
- They do not do any of this for recognition, but I would like the Board to consider recognizing members of our communities for their hard work and dedication.
- I would proposed we as a Board may make suggestions and also take suggestions and nominations from the citizens of Stokes County.
- I will accept the financial responsibility of providing these individuals with a plaque.
- I appreciate your consideration.

After discussion, the Board expressed some concerns and requested that more information be gathered on the legalilty, and the procedure of this. The Board requested that Attorney Nick Overby research the proposal of recognizing a Stokes County Citizen of the Month.

Lease for County Provided Space for DPS – Probation Parole and Juvenile Justices Staff

Chairman Nickelston turned the floor over to County Manager Jake Oakley.

County Manager Jake Oakley presented the following information to the Board.

June 30, 2017

Richard Morris, County Manager
Stokes County
1014 Main Street
Danbury, NC 27016

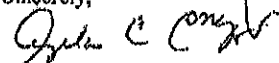
RE: Lease for County Provided Space in Danbury, Stokes County, NC (Attached Lease)

Dear Mr. Morris:

Hope all is well! Our DPS-Juvenile Justice staff has been occupying space without a leased space agreement for some time now. With respect to §Statute 7A-302 and in an effort to initiate the request, please see "no cost" lease documents attached. Upon your review and approval, kindly sign both originals of enclosed lease, have notarized and returned to me at the address listed below. The lease will be executed by the DPS Property Office and one original will be returned to you for your records. Please leave the date on the first page blank as this will be completed by the DPS Property Office upon execution.

Should you have any questions or concerns, please feel free to contact me or Ron Moore, Real Property Officer at 919-324-6467. Thank you in advance for your assistance regarding this matter.

Sincerely,



Angela C. Conyers, Administrative Assistant II
North Carolina Department of Public Safety
Purchase and Logistics Office-Real Property
3030 Hammond Business Place
Raleigh, NC 27699, MSC 4227
Phone: 919-324-6228
Fax: 919-733-5188
Angela.Conyers@ncdps.gov
www.ncdps.gov



BROWDER, OVERBY, HALL & MICHAUD
ATTORNEYS AT LAW

NICHOLAS J. OVERBY
nlecoverby@browder-overby.com

ADAM L. HALL
adamhall@browder-overby.com

JENNIFER OAKLEY MICHAUD
jennifer@browder-overby.com

Of Counsel:

J. TYRONE BROWDER
tybrowder@browder-overby.com

TO: Shannon Shaver, Clerk to Board

FROM: County Attorney J. Tyrone Browder

DATE: March 19, 2019

RE: Agreement Approval - Lease Agreement by and between County of Stokes (Lessor) and the State of North Carolina (Lessee):

Being +/- 1,052 net square feet of office space located at 1012 Main Street (Stokes County Government Center), Danbury, Stokes County, North Carolina.

Being +/- 1,200 net square feet of office space located at 1011 Main Street, Danbury, Stokes County, North Carolina.

This memorandum serves as documentation that the above referenced Agreement has been approved as to Form and Legal Sufficiency.

J. Tyrone Browder
County Attorney

JEFFERSON SQUARE, SUITE A — 153 JEFFERSON CHURCH ROAD / P.O. BOX 550 — KING, NORTH CAROLINA 27021
TELEPHONE: (336) 983-6084; (336) 983-3798 — FAX: (336) 983-8341
www.browder-overby.com

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2019, by and between COUNTY of STOKES hereinafter designated as Lessor, and the STATE OF NORTH CAROLINA, hereinafter designated as Lessee;

WITNESSETH:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; and

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the Town of Danbury, County of Stokes, North Carolina, more particularly described as follows:

Being +/- 1,052 net square feet of office space located at 1012 Main Street (Stokes County Government Center), Danbury, Stokes County, North Carolina.

Being +/- 1,200 net square feet of office space located at 1011 Main Street, Danbury, Stokes County, North Carolina.

(DEPARTMENT OF PUBLIC SAFETY-Probation and Parole)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) Years commencing on the 1st day of May, 2019 or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 30th day of April, 2022.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of \$1.00 Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

Page 1 of 6

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to invoice the amount thereof to the Lessor for reimbursement. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises is destroyed by fire or other casualty without fault of the Lessee, and or partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair if the County can not provide suitable office space, the Lessee (with concurrence of the County) shall have the right to obtain similar office space by lease at the expense of Lessee with reimbursement from the County.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at 1014 Main Street, Danbury, North Carolina 27016 and the Lessee at 3030 Hammond Business Place, Raleigh, North Carolina 27699-4227. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: _____ (SEAL)
Joanne Rowland,
Director of Purchasing and Logistics

LESSOR:

The County of Stokes (SEAL)
Jake M. Oakley, County Manager

ATTEST:

Secretary
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Jake M. Oakley**, personally came before me this day and acknowledged that he is the **County Manager**, and that by authority and given as an act of **Stokes County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2019.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF _____

I, **Wanda B. Hicks**, a Notary Public in and for the County of **Johnston** and State aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as **Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina**, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2019.

Notary Public

My commission expires **August 19, 2019**



BROWDER, OVERBY, HALL & MICHAUD
ATTORNEYS AT LAW

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nickoverby@browder-overby.com

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JENNIFER OAKLEY MICHAUD
jennifer@browder-overby.com

Of Counsel:

J. TYRONE BROWDER
tybrowder@browder-overby.com

TO: Shannon Shaver, Clerk to Board

FROM: County Attorney J. Tyrone Browder

DATE: March 19, 2019

RE: Agreement Approval - Lease Agreement by and between County of Stokes (Lessor) and the State of North Carolina (Lessee):

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J. Tyrone Browder
J. Tyrone Browder
County Attorney

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STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2019, by and between COUNTY of STOKES hereinafter designated as Lessor, and the STATE OF NORTH CAROLINA, hereinafter designated as Lessee;

WITNESSETH:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; and

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the Town of Danbury, County of Stokes, North Carolina, more particularly described as follows:

Being +/- 573 net square feet of office space located at 1012 Main Street (Stokes County Government Center), Danbury, Stokes County, North Carolina.

DEPARTMENT OF PUBLIC SAFETY (Juvenile Justice)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) Years commencing on the 1st day of May, 2019 or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 30th day of April, 2022.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of \$1.00 Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to invoice the amount thereof to the Lessor for reimbursement. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises is destroyed by fire or other casualty without fault of the Lessee, and or partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair if the County can not provide suitable office space, the Lessee (with concurrence of the County) shall have the right to obtain similar office space by lease at the expense of Lessee with reimbursement from the County.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at 1014 Main Street, Danbury, North Carolina 27016 and the Lessee at 3030 Hammond Business Place, 4227 Mail Service Center, Raleigh, North Carolina 27699-4227. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: _____ (SEAL)
Joanne Rowland, Director
DPS-Purchasing and Logistics

LESSOR:

The County of Stokes (SEAL)
Jake M. Oakley, County Manager

ATTEST:

Clerk to the Board
(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the
County and State aforesaid, do hereby certify that **Jake M. Oakley**, personally came
before me this day and acknowledged that he is the **County Manager**, and that by
authority and given as an act of **Stokes County** and acknowledged the due execution of
the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of
_____, 2019.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF _____

I, **Wanda B. Hicks**, a Notary Public in and for the County of **Johnston** and State
aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this
date and acknowledged the due execution by her of the foregoing instrument as **Director**
of **Purchasing and Logistics** of the **Department of Public Safety** of the State of North
Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of
_____, 2019.

Notary Public

My commission expires **August 19, 2019**

After discussion by the Board, and full consensus of the Board, the Chairmam directed the Clerk to place this item on the next meetings Consent Agenda.

ACTION

Request for Proposal (RFP) for Salary Study – Revised Copy

Chairman Nickelston entertained a motion regarding the Request for Proposal for a Salary Study.

Assistant County Manager/Clerk to the Board Shannon Shaver noted that this version reflects the changes requested by the Board at the last meeting.

To: Board of Commissioners

From: Glenda Pruitt, Support Services Supervisor

Shannon Shaver, Clerk to the Board of Commissioners/Assistant County Manager

Date: March 18, 2019

Re: RFP Salary Study

The following changes were made to the RFP for the Salary Study:

Page 1 Stokes County Personal Policy update removed due to PHP of the Carolinas (Zach Brock) will be working with Human Resources and County Attorney to update policy.

Page 2 Forsyth County was taken out of counties to compare per Board request this was originally placed as a county that our employees are being recruited. Forsyth County is listed on the surrounding counties chart for review.

Page 3 in letter e third sentence removed the word required and replace with desired education

Page 4 The discussion in regards to the weighted percentage criteria on section V. Evaluation Criteria on the examples reviewed from no percentage was listed only items 1-5 in the same order. This can remain or removed whichever the Board chooses.

A surrounding counties chart has been included with the population for each county including Stokes. This data was pulled from the U.S. Census Bureau, Vintage 2017 Population Estimates website for your review.

REQUEST FOR PROPOSALS

Stokes County seeks proposals for a salary and position classification study for county employees.

I. Scope of Work

Conduct an employee compensation study for the entire County and a position classification study for all other employees except for the Health Department where job descriptions are up to date.

Compare the County salary scale to other public and private employers who are providing similar or equal services. The study should consider factors such as the cost of living in Stokes County compared to other counties.

Based on that study, determine if changes to position/job descriptions are needed, and if so, create the new job/position descriptions.

Based on the study, determine if pay inequities exist and develop a plan for addressing them. The plan should include a phased approach to correcting pay inequities.

Based on the study, prepare a comprehensive analysis that identifies Stokes County's competitive position in the labor market and provide recommendations to make Stokes County salaries competitive.

Responding organizations should have significant experience conducting salary studies and comparative analyses, preferably involving both public and private employers.

II. Background Information

As of 2/1/19 Stokes County Government had a total of 315 full time employees, and 181 part-time under approximately 232 job classifications including those where pay grades have been established for broad classifications having varying responsibilities or required qualifications.

The County has one salary schedule consisting of pay grades, broken up by quartiles, each with a minimum, and maximum salary.

A copy of the current salary schedule is included in this RFP as Attachment A.

III. Proposal Preparation Instructions

Proposals must include the Following:

- (1) A Cover sheet that includes a Title, date and contact Information for the company.
- (2) A table of contents.
- (3) A letter of transmittal for the proposal submitted.
- (4) A one-page Executive Summary of the completed study and personnel policy review.
- (5) A section that describes the approach that will be used to accomplish the scope of this RFP in Section I above to include the timeline.
- (6) A section on the background and experience of your company in performing compensation and classification studies.
- (7) A section that addresses the qualifications of the company's staff and provides up to four resumes of staff members who will work on the project.
- (8) A minimum of three references for similar type studies.
- (9) Proof of workers compensation insurance.
- (10) A cost proposal that provides a firm fixed price for the compensation / classification study.

The study should establish appropriate benchmarking standards and include a comparison and analysis of salaries and wages of like or similar comparable local governments, as well counties in which our employees are being recruited such as Forsyth, Davie, Rockingham, Surry, and Yadkin counties.

In addition, the study should consider private employers in various markets for which the County competes for labor supply.

The study applies to the pay levels of positions for the organizations included in Attachment A. The County will provide current position information and participation by county employees in completing survey requirements or interviews according to the needs of the consultants for data collection purposes. The base pay salary survey shall include:

- a. Pay plan salary range comparison of Stokes County to other counties for each position for each participant organization by minimum, midpoint, and maximum;

- b. Analysis of Stokes County's pay practices and salary structure;
- c. Recommended salary ranges or pay bands to include per cent spreads between ranges/bands. Prepare a new competitive salary structure, based on the results of the study.
- d. Fair Labor Standards Act (FLSA) designation for each job title/classification/exempt vs. non-exempt;
- e. Updated classification / position descriptions should be in a standardized format that include at a minimum a classification summary; listing of essential duties; desired education, training, and experience; and required knowledge, skills, abilities (KSAs) for each position class.

Recommend a classification/compensation and position evaluation system that adheres to the following basic elements and characteristics:

- a. Must meet all legal requirements, be totally nondiscriminatory and provide for compliance with all pertinent federal, state and local requirements.
- b. The system must be easy for management to administer, maintain and legally defend.
- c. The system must easily accommodate organization change and growth.
- d. The system should be based upon sound compensation principles in which both internal and external equity are considered within the pay structure as well as the concepts of equal pay for equal work, equal pay for similar work, and equal pay for comparable work.
- e. The system should provide for new positions to be incorporated into the compensation plan as well as appropriate adjustments to maintain the compensation plan's effectiveness.

IV. The Final Study Report

- (1) Prepare a written final report of recommendations, including discussion of methods, techniques and data used to develop the classification and compensation plan.
- (2) Include in the final report a comparison of the current Stokes County pay levels to the market.
- (3) Prepare an analysis of the financial impact for various implementation strategies and dates of the new classification and compensation plan and when doing this look at a phased approach to implementing study recommendations.
- (4) Provide instructional information and instructions to allow County staff/Human Resources to conduct individual salary audits and recommend adjustments consistent with study methods.

V. Evaluation Criteria

The following evaluation criteria will be used to select the winner to perform the compensation / classification study for Stokes County:

- (1) The firm fixed price to perform the study. (weighted 60%)
- (2) Demonstration of the firm's ability to successfully complete all requirements as specified in the Scope of Work. (weighted 10%)
- (3) Past Performance and information provided by references on similar studies. (weighted 10%)
- (4) Qualification of project staff, including internal staff and/or staff that may be involved in duties being outsourced. (weighted 10%)
- (5) Unique components of the firm's proposal that add value above and beyond the competing proposals. (weighted 10%)

VI. General Information

All inquiries concerning this RFP shall be directed in writing to:

Glenda Pruitt
P.O. Box 20
Danbury, N.C. 27019
Phone: (336) 593-2452
Fax: (336) 593-2346
E-mail: gpruitt@co.stokes.nc.us

VII. Instructions for submitting proposals

Submission of Proposals

Proposals will be received until _____ All proposals shall be submitted in a sealed envelope(s) and properly identified with the name:

RFP: Classification and Compensation Study 2019

Sealed proposals must be received by the Stokes County Support Services Department no later than the time and date specified. Proposals may be emailed, mailed, or hand-delivered to:

Glenda Pruitt
Support Services Supervisor
P.O. Box 20
1014 Main Street (Ronald Reagan Building 2nd floor)
Danbury, N.C. 27019
gpruitt@co.stokes.nc.us

Commissioner Morris moved to approve the Request for Proposal (RFP) for the Salary Study.

Commissioner Yontz seconded.

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

With no further discussion, and full consensus of the Board the motion carried with a unanimous vote.

Solid Waste – Green Box Sites and Hours

Chairman Nickelston entertained a motion regarding the Solid Waste Green Box Sites and Hours presented at the last meeting.

County Manager Oakley noted that the change would be:

- The Lawsonville, Sandy Ridge, Pine Hall, Hwy 66, and Francisco Solid Waste sites will be open on Wednesday's once again from 7:00 AM till 7:00 PM beginning April 3rd 2019.
- The Pinnacle and Walnut Cove Solid Waste sites will remain open on Friday's until 9:00 PM beginning April 5th, 2019. Once daylight savings time ends in November each year, they will begin remaining open on Friday's until 8:00 PM and then go back to 9:00 PM again once daylight savings time begins in March each year.

Commissioner Morris moved to approve the revised operating hours for the Green Box Sites as presented.

Vice Chairman Walker seconded.

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

With no further discussion, and full consensus of the Board the motion carried with a unanimous vote.

Child Fatality / Prevention Team – New Appointments

Chairman Nickelston entertained a motion regarding the Child Fatality/Prevention Team Appointments presented at the last meeting.

- I received a request from DSS Director Stacey Elmes concerning appointments to the Child Fatality/Prevention Team.
- In January, you appointed the team of members for our Child Fatality/Prevention Team.
- At that time, we had two vacancies. One was a vacancy for a parent who had a child under 18 that had passed away and the other was for a representative from a local child care facility or Head Start program.
- We have been fortunate enough to find two team members who meet these criteria.

- Dee Caruthers is the parent of a child who died before their 18th birthday and Jessica Brindle works for YVEDDI Head Start.
- Both of these ladies have agreed to serve on our team.
- I would ask that you please appoint these two ladies to be team members on our team.

Chairman Nickelston opened the floor for nominations.

Commissioner Morris moved to close the floor for nominations.

Vice Chairman Walker seconded.

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

Vice Chairman Nickelston polled the Board with all members voting for Dee Caruthers and Jessica Brindle.

With no further discussion, and full consensus of the Board the motion carried with a unanimous vote.

Minutes – Proposed Change

Chairman Nickelston entertained a motion regarding the Proposed Change to the Minutes presented at the last meeting.

The following information was presented by Assistant County Manager/Clerk to the Board Shannon Shaver at the meeting on March 25th.

- We are well on our way to becoming paperless (at least mostly) with the new system approved in last year's budget for Agendas and Minutes from Granicus.
- This system which is used by many counties throughout the state will make for a more efficient, transparent process allowing the citizen's faster access to items approved by the Board of Commissioner's as well as being able to see more detailed items on the agenda.
- I.T. has been working to get this accomplished and we are about a month out from the launch of this. Along with this we will be livestreaming in the very near future.
- With all these changes I am requesting that we streamline the process of the minutes.
- The vast majority of counties are keeping a record of Action Minutes only.
- In the packet I have included the different types of minutes, some examples of other surrounding counties, and the UNC School of Governments article on minutes.
- During a recent class I attended at the School of Government I learned that keeping extensive verbatim minutes is not something other counties are doing.
- The School of Government suggests only recording actions taken, and providing the public with the access to recordings, livestreaming or other methods of obtaining the full content of the meeting.

- I am already distributing several discs per week of meetings that I have requests from citizens for copies of.
- I can certainly continue to do this even once livestreaming is available but I feel many of our citizens will access it through livestreaming during the meeting or by archived video afterwards.
- I am requesting that the Board approve to keep Action Minutes of all meetings that involve the Board of Commissioners, including the Board of Health, and DSS Board.

Types of Minutes:

- **Action minutes** record the decisions reached and the actions to be taken, though not recording the discussion that went into making the decisions. This is the most common form of minutes used. They include a report of actions taken since the last meeting as well as planned actions. It is important to note who is responsible for upcoming actions. The secretary should save any handouts included with a presentation.

Commissioner Mendenhall moved to approve the proposed change to the minutes.

Commissioner Morris seconded.

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

Commissioner Morris noted that he preferred to go with the format similar to Rockingham County.

With no further discussion, and full consensus of the Board the motion carried with a unanimous vote.

DSS Position Requests

Chairman Nickelston entertained a motion regarding the DSS Position Requests presented at tonight's meeting.

Job Title	Grade	Step	Annual Salary	Salary 4/19-6/30	Federal Dollars	State Dollars	County Dollars
SW Supervisor III	75	1A	\$39,300	\$9,069.30	\$5,330.61	\$331.74	\$3,406.95
Community Social Services Asst.	58	1A	\$20,175.87	\$4,655.97	\$2,736.61	\$170.31	\$1,749.05

Processing Assistant III	59	1A	\$20,983.04	\$4,882.24	\$2,846.09	\$177.12	\$1,819.02
Social Worker III	71	1A	\$33,594.08	\$7,752.48	\$4,556.63	\$283.58	\$2,912.27

\$962.75 **\$9,887.29** TOTAL REQUEST: \$114,052.99 \$26,359.99 \$15,469.94

Commissioner Yontz moved to approve the DSS Position Requests presented at tonights meeting.

Commissioner Morris seconded.

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

Commissioner Yontz noted that the majority of the funding for this fiscal year would come from lapsed salaries.

Vice Chairman Walker noted that the state funds over half of the salaries for DSS with the County funding the remainder.

With no further discussion, and full consensus of the Board the motion carried with a unanimous vote.

School Board Election Procedure

Chairman Nickelston entertained a motion regarding the School Board Election Procedure presented at tonights meeting.

Draft #1

RESOLUTION TO CHANGE THE METHOD OF ELECTION OF THE STOKES COUNTY BOARD OF EDUCATION

WHEREAS, members of the Stokes County Board of Education are currently elected in nonpartisan elections every even-numbered year; and

WHEREAS, three seats of the Board of Education are eligible for election every two years, with the first and second place finishers in the election receiving a four-year term, and the third place finisher in the election receiving a two-year term, and

WHEREAS, the nonpartisan process by which board of Education members are elected provide insufficient candidate information for the voters; and

WHEREAS, without primary elections for the Board of Education, many candidates run in the November General Election, which contributes to voter fatigue in our down-ballot elections; and

WHEREAS, the process of a third place finisher receiving a two-year term rather than a full four-year term confuses voters and does not allow that newly elected member sufficient time to acclimate the member into the member's role on the board of Education;

NOW THEREFORE, BE IT RESOLVED that Stokes County Board of Commissioners requests the North Carolina Legislature to enact legislation authorizing all members of the Stokes County Board of Education to be elected for four year terms in partisan elections in even numbered years.

ADOPTED this ____ day of March, 2019.

Andy Nickleston, Chairman

Jimmy Walker, Vice-Chairman

Jamie Yontz, Commissioner

Ronnie Mendenhall, Commissioner

Rick Morris, Commissioner

Attest:

Shannon Shaver, Clerk to the Board

Commissioner Mendehall moved to approve the School Board Election Procedure supporting partisan elections and 4 year terms for all those elected.

Commissioner Yontz seconded.

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

Commissioner Morris noted that he was voting for this to prevent any confusion on the fact that he is in full support of the partisan election even though he prefers the resolution that does not change the terms from 2 to 4 year for all those elected.

Vice Chairman Walker noted that he was in agreement with Commissioner Morris and that he would vote to approve what the School Board approved.

With no further discussion, and full consensus of the Board the motion carried with a unanimous vote.

Adjournment

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

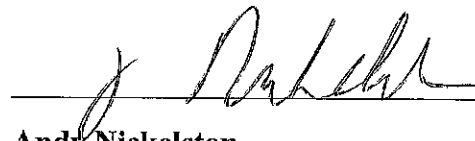
Commissioner Mendenhall moved to adjourn the meeting.

Vice Chairman Walker seconded and the motion carried unanimously.



Shannon Shaver

Clerk to the Board



Andy Nickelston

Chairman