

MINUTES FROM A SPECIAL MEETING HELD BY THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF WARREN IN THE WARREN COUNTY ARMORY CIVIC CENTER, MEETING ROOM ON WEDNESDAY, MAY 22, 2019 AT 6:00 PM.

The meeting was called to order by Chairman Tare Davis. Other Commissioners present: Bertadean Baker, Victor Hunt, Jennifer Pierce and Walter Powell. Others in attendance: County Manager Vincent Jones, Finance Director Katherine Brafford and County Attorney Hassan Kingsberry.

Prayer and pledge to the flag were followed by the Clerk to the Board reading the “Conflict of Interest Disclaimer.”

“Members of the County Board of Commissioners are advised, hereby, of their duty under the State Government Ethics Act to avoid conflicts of interest and the appearance of such conflict; and, further, are instructed to refrain from participating in any matter coming before this Board of County Commissioners with respect to which there is a conflict of interest or appearance of such conflict”.

In accordance with the State Government Ethics Act, it is the duty of every Board member to avoid both conflicts of interest and appearances of conflict.

Does any Board member have any known conflict of interest or appearance of conflict with respect to any matter coming before this Board today?

If so, please identify the conflict and refrain from any undue participation in the particular matter involved.

On motion of Commissioner Hunt, which was seconded by Commissioner Powell and duly carried by unanimous vote, May 22, 2019 Suggested Agenda was adopted.

On motion of Commissioner Hunt, which was seconded by Commissioner Baker and duly carried by unanimous vote, lease agreement for H.O.P.E. Regional Medical Center (Health Occupations, Partnerships and Education) was approved for a five (5) year period, with an option for five (5) additional years to 2029. County Manager Vincent Jones was authorized to sign same.

STATE OF NORTH CAROLINA

COUNTY OF WARREN

LEASE

THIS LEASE AGREEMENT (hereinafter, "Agreement"), made and entered into this the ____ day of May, 2019, by and between **Warren County**, a body politic and corporate (hereinafter, "Landlord"), and the **H.O.P.E. Regional Medical Clinic** (hereinafter, "Lessee");

THAT WHEREAS, Landlord, has 2200 square feet office space in Warren County (hereinafter, "the Premises") available for lease, located at 546 W. Ridgeway Street and known as the Warren County Doctor's Office Building and;

WITNESSETH:

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the legal existence and sufficiency of which the parties admit and acknowledge Landlord and Lessee hereby agree as follows:

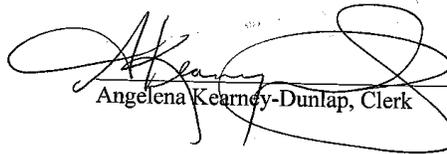
1. Landlord leases to Lessee and Lessee rents from Landlord, upon the terms and conditions which hereafter appear.

2. The terms of this lease shall be for a period of five years, commencing June 1st, 2019 and ending on December 31st, 2024. Provided that in the event Lessee decides to move, this lease may be terminated by giving sixty (60) days written notice to the Lessor. Also, the Lessor will have the right to a five-year extension of the lease, commencing January 1st, 2025 and ending December 31st, 2029, with the same terms by giving sixty (60) days written notice to the Lessor.
3. The rental charge reserved to the Lessor, which the Lessee hereby promises and undertakes to pay is \$1.00 per month, payable monthly in advance, beginning the 1st day of July, 2019. If Lessee fails to pay, such default shall continue for a period of ten (10) days after the due date, then the Lessor at may elect to terminate this lease and shall be entitled to immediate possession of the leased premises. The provisions of this paragraph shall be construed to waive any provisions of law affecting the rights of landlords and tenants.
4. Upon termination of the lease, the Lessee and her personal representatives shall have the right to remove from the leased premises all furniture and equipment which have been or may hereafter be placed in the leased premises by the Lessee. Any fixtures placed on the premises by the Lessee may be removed at her expense, provided that in the removal of such fixtures, no damage shall be done to the leased premises.
5. In the event that the leased premises shall be destroyed by fire, wind or other hazard or damaged to the extent that it is no longer fit for occupancy, then the Lessor may repair the leased premises or declare the lease to be terminated. It is further agreed that in the event that the Lessor shall elect to repair the leased premises, then the Lessee shall not be liable for rent during that period in which the leased premises shall be unfit for occupancy.
6. No services and/or utilities shall be provided by the Lessor as part of this lease.
7. The Lessor shall not be liable to the Lessee for any damage done to the furniture and equipment placed in the leased premises by the Lessee or any other person by reason of fire, water, wind, or other hazard.
8. The Lessor agrees to maintain the leased premises in a condition comparable to its present condition, ordinary wear and tear excepted.
9. The Lessee agrees to make minor repairs and the Lessee further agrees that no unlawful or offensive use of the leased premises will be made by him or by any other person holding or claiming under this lease.
10. It is agreed that the Lessee shall have the right to renew this lease for additional terms, subject to the escalation for utilities.

IN WITNESS WHEREOF THE Lessor has caused this lease to be executed in its name and the Lessee has hereunto subscribed his/her name and affixed his/her seal on the _____ day of May, 2019.

WARREN COUNTY MANAGER
Vincent Jones, County Manager

With no further business to discuss and on motion of Commissioner Hunt, which was seconded by Commissioner Baker and duly carried, the Special Meeting was adjourned at 6:10 pm.


Angelena Kearney-Dunlap, Clerk