

**LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA  
MONDAY, MARCH 3, 2014 – TIME: 9:00 A.M.  
COMMISSIONERS' MEETING ROOM, LENOIR COUNTY COURTHOUSE  
130 S. QUEEN ST., KINSTON, N.C.**

**CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE: 5 Min. Est.**

**PUBLIC INFORMATION:**

Mr. Brantley Uzzell, ABC Director: New Building Information

**CONSENT AGENDA: 10 Min.**

**ACTION**

- |    |  |               |
|----|--|---------------|
| 1. | Approval of Minutes: Board Meeting: February 17, 2014                      | Martin/Jarman |
| 2. | Resolution Approving Releases and Refunds to the Individuals Listed Herein | Parrish       |

**END OF CONSENT AGENDA**

**BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS: 40 Min.**

- |     |   |         |
|-----|---|---------|
| 3.  | Resolution Honoring Barbara M. Hammonds   | Board   |
| 4.  | Budget Ordinance Amendment: Solid Waste Fund: Finance/Landfill: \$3,925: Increase   | Martin  |
| 5.  | Budget Ordinance Amendment: General Fund: Finance/Emergency Services: \$4,082: Increase   | Martin  |
| 6.  | Resolution Authorizing the Extension of Color Copier/Printer Lease for 25 months: CopyPro: \$8,875.   | King    |
| 7.  | Resolution Approving Presentation of Badge and Service Weapon to Retiring Sergeant Nelson Ray Blizzard  | Hill    |
| 8.  | Resolution Approving the Purchase of Canine Car Insert and Heat Systems for Vehicles: Ray Allen Manufacturing: \$7,328.64                                   | Hill    |
| 9.  | Resolution Approving an Addition of One (1) Part-Time Processing Clerk for Sheriff's Office   | Hill    |
| 10. | Resolution Approving the Purchase of Various Special Response Team Equipment: Lawmens, Inc.: \$52,787.06  | Hill    |
| 11. | Resolution Approving Caterpillar Financial Services Corporation Leasing Form  | Miller  |
| 12. | Resolution Declaring Property as Surplus and Authorizing the Sale of the Surplus Property by Auction  | Parrish |
| 13. | Resolution of the County Commissioners of Lenoir County Authorizing the Filing of an Application to Borrow Trust Funds from North Carolina's Eastern Region | Jarman  |

**APPOINTMENTS: 5 Min.**

14. Resolution Approving Citizens to Boards, Commissions, Etc. **5 Min.** Martin

**OTHER ITEMS: 10 Min.**

15. **Items from County Manager / County Attorney / Commissioners Public Comments/Closed Session (if necessary)** Board

MINUTES

LENOIR COUNTY BOARD OF COMMISSIONERS

February 17, 2014

The Lenoir County Board of Commissioners met in open session at 4 p.m. on Monday, February 17, 2014, in the Board of Commissioners' Main Meeting Room in the Lenoir County Courthouse at 130 S. Queen St., Kinston, NC.

Members present: Chairman Craig Hill, Vice-Chairman Jackie Brown and Commissioners, Mac Daughety, Roland Best, Eric Rouse and Linda Rouse-Sutton. Also present were: Michael W. Jarman, County Manager, Thomas L. Hollowell, Assistant County Manager, Martha Martin, Finance Officer, Robert Griffin, County Attorney, members of the general public and news media.

Chairman Hill called the meeting to order at approximately 4 p.m. Ms. Brown offered the invocation and Mr. Davis led the audience in the Pledge of Allegiance.

**PUBLIC INFORMATION:**

None

**ITEMS FROM CHAIRMAN/COMMISSIONERS:**

Chairman Hill addressed the group and said at the last Commissioners' meeting they discussed the signs which are posted at the recycle/drop off sites throughout the County. He said they voted to leave the signs in place until this meeting, in order to give Administration time to review records of previous years' meetings to determine if the current signage had a supporting ordinance. Chairman Hill said the County Manager informed him there was no supporting ordinance for the signs that have been up for over a decade. He said the signs that are currently up have been in place since before the current Manager was in his position as well as prior to the majority of the existing Board of Commissioners. Chairman Hill then said during the time since the signs were put in place, there have been several changes in the State Statutes regulating or deregulating firearms. He said the Board had also instructed the Manager to bring draft ordinances to them for review.

Chairman Hill said each of the commissioners had received copies of those draft documents in their packets prior to today's meeting. He said while they may agree or disagree about the range of authority they have concerning this matter, and what they could or could not do as a Board. Chairman Hill said he suggests they refrain from using their limited authority to approve a local ordinance and that no action be taken on the local draft ordinances. He then made a motion to direct County Administration to remove the current signage, which bans concealed weapons at

the recycle/drop off sites throughout Lenoir County. Mr. Rouse seconded Chairman Hill's motion. The motion passed unanimously.

**ITEMS FROM THE COUNTY MANAGER:**

1. Ordinance Regulating the Possession of Firearms at County Convenience Sites.  
Ordinance Regulating the Possession of Deadly Weapons on County Property
2. Financial Performance Summary FY13-14: January 31, 2014
3. NCACC 2014 District Meeting Registration/Locations
4. Monthly Status Report: 2011 CDBG NC Catalyst Project  
2012 CDBG Scattered Site Housing Assistance Project
5. Lenoir County Planning & Inspections Department: January 2014

Mr. Jarman stated Item #3 in everyone's packet was referring to both a Congressional Breakfast during the NACo conference in March in Washington, D.C. and also registration for District NCACC meetings. He said there had been email discussion from some stating they wanted to attend, and he wanted to clarify they were talking about the District NCACC meetings, and not the Congressional breakfast. Chairman Hill and Mr. Daughety stated they had meant the district meetings.

**CONSENT AGENDA :**

3. Approval of Minutes: Regular Board Meeting, February 3, 2014.  
Budget Work Session: February 3, 2014.

Upon a motion by Ms. Brown and a second by Ms. Sutton, the consent agenda was unanimously approved.

**BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS :**

Item No. 4 was a Budget Ordinance Amendment: Various Funds: Finance: \$2,216,657: Increase. Ms. Martin stated this Budget Ordinance Amendment is to adjust budgeted revenue and expenditures to more accurately reflect actual revenues and expenditures for seven (7) months of FY 13-14. Upon a motion by Mr. Davis and a second by Ms. Sutton, Item No. 4 was unanimously approved.

Item No. 5 was a Resolution Approving the Purchase of Additional Software and Technology Upgrades to the Community Transportation System (CTS) Enterprise Scheduling Software:

CTS, Inc.: \$29,361. Mr. Harper stated the Board recently approved the lease of Trip Master Enterprise Edition Scheduling Software through Transit's Community Transportation Program grant funds. He said by purchasing additional software to use in conjunction with the scheduling software, and the purchase of tablets for each vehicle, Lenoir County Transit will realize an additional cost savings by utilizing paperless scheduling. Mr. Harper said the new software has an auto scheduling feature, which will help create better, more efficient routes, as well as give him access to real time information as to where the vehicles are located and their actual speeds. He also said the department currently has to validate trip sheets at the end of the day, and check and double check, to make sure the correct program the rider is paying from has been noted. Mr. Harper stated this software will allow the driver to validate the rider's program as soon as they enter the vehicle. He said Joey Bryan, the MIS Director, was able to negotiate a price of \$99.99 per tablet as well as obtain a more cost effective data plan with Verizon. Mr. Harper said Transit now has to compete each year with other departments, such as the Highway Department, for its funding, and the better data and demographics will be a huge asset in applying for future funds. Mr. Rouse asked if there would be ongoing costs? Mr. Harper stated the data plan through Verizon would cost \$12 per vehicle per month and he would have to purchase two additional licenses. He also said with the current levels of ridership and the savings that would be realized from the software, he will be able to stay within his current budget. Ms. Sutton asked if this was the same software that was being used by the school system? Mr. Harper replied no, but it was very similar. Upon a motion by Ms. Sutton and a second by Mr. Daughety, Item No. 5 was unanimously approved.

Item No. 6 was a Resolution Approving the Purchase of a 2003 Ford E-450 Wheeled Coach Ambulance: Select Custom Apparatus: \$45,000. Mr. Dail addressed the Board and said he currently has twelve ambulances in his fleet, but two have been taken out of service due to their mechanic declaring them unsafe. He said the bodies of those two are cracked and the expense of repairing is too costly. He said he was made aware of this used ambulance, and was able to negotiate the price down to \$45,000. Mr. Dail also said that over the past several years, due to budget constraints, he has not been able to replace units as needed. He said they did remount two boxes onto new chassis in FY11-12. Mr. Dail said this used ambulance was coming from Salter Path. He also said the back is configured differently from his other units, so his only expense other than the purchase price, is the cost of reconfiguring the back. He said it is very important for all units to be configured the same, so whenever paramedics arrive at a scene and need access to materials, they will always be in the same place, no matter which unit they respond with. Mr. Jarman said the current year's budget has enough money allocated to pay for one new unit, or the remounting of two units. Mr. Daughety asked if the used vehicle had been checked for possible rust erosion and what the current mileage was? Mr. Dail stated the department's mechanics had checked it out thoroughly and there was no rust, and it currently has 32,000 miles on the odometer. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 6 was unanimously approved.

Mr. Dail said while he was before the commissioners, he would like to update them on the status of the Jones Lenoir Emergency Communications Center (JLECC) project. He said things were going well and the contractor is currently in Jones County working on their site and steel was being erected. Mr. Dail said the contractor would be remodeling the Lenoir County equipment room in the next few weeks. He did say the construction process had been delayed by about three weeks so far due to inclement weather.

**APPOINTMENTS:**

Item No. 7 was a Resolution Approving Citizens to Boards, Commissions, Etc. The following reflects existing vacancies and appointments.

<b><u>BOARD/COMMITTEE COMMISSION</u></b>	<b><u>APPLICANT/CURRENT MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>
<b>Parks and Recreation Commission</b>	<b>Kendall Huffman 2<sup>nd</sup> Appearance</b>	March 2017
<b>Lenoir County ABC Board</b>	<b>Yvonne Deatherage Rodney Smith Emmette Clyde Sutton 2<sup>nd</sup> Appearance</b>	

Ms. Sutton said she would like to recuse herself from any discussion or voting on the appointment to the Lenoir County ABC Board since she had a family member as an applicant. Ms. Brown made a motion to recuse Ms. Sutton and Mr. Rouse seconded Ms. Brown’s motion. The vote was unanimous to recuse Ms. Sutton.

Ms. Brown made a motion to appoint Kendall Huffman to the Parks and Recreation Commission. Mr. Daughety seconded her motion. The vote to appoint Kendall Huffman to the Parks and Recreation Commission was unanimous.

Chairman Hill asked for a nomination from the group for the appointment to the Lenoir County ABC Board. Ms. Brown nominated Mr. Emmette Clyde Sutton. Mr. Daughety nominated Mr. Rodney Smith. Ms. Brown made a motion to close the nominations and Mr. Daughety seconded her motion. By common consent, the commissioners voted to close the nominations. Chairman Hill asked each person when addressed, to call the name of the person for whom they were voting. Those votes are as follows:

- Rouse            Emmette Clyde Sutton
- Brown           Emmette Clyde Sutton
- Hill              Emmette Clyde Sutton
- Davis            Emmette Clyde Sutton
- Best             Emmette Clyde Sutton
- Daughety       Rodney Smith

By virtue of having the most votes, Mr. Emmette Clyde Sutton was appointed to serve on the Lenoir County ABC Board.

Mr. Mike Parker addressed the group and said the CSS Neuse would be hosting a breakfast on the gunboat on Saturday from 7:00 a.m. until 11:00 a.m. at a cost of \$7 per person. The menu will consist of bacon, link sausage, scrambled eggs and grits. John Nix also addressed the group and said there will also be entertainment on the boat, and the proceeds from the breakfast will go to offset expenses, such as liability insurance and electric bills. Mr. Parker also said he would like to thank the commissioners for their support of him and the library board, as he is currently serving his third term on that board.

**CLOSED SESSION:**

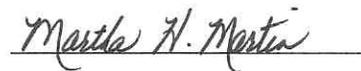
Upon a motion by Ms. Brown and a second by Ms. Sutton, the Board went into closed session at 4:25 p.m. to discuss Item #4: "To discuss matters relating to the location or expansion of industries or other businesses in the area served by Lenoir County" and also Item #5: "To establish or instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price or other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other materials terms of an employment contract or proposed employment contract."

Upon a motion by Ms. Brown and a second by Mr. Daughety, the Board came out of closed session at 5:00 p.m. with no action taken.

**OPEN SESSION:**

Chairman Hill said there was no action taken during the closed session. Upon a motion by Mr. Daughety and a second by Mr. Best, the meeting adjourned at 5:01 p.m.

Respectfully Submitted,



Martha H. Martin

Clerk to the Board

Reviewed By,



Michael W. Jarman

County Manager

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE** 3/3/2014 **ITEM NO.** 2

**RESOLUTION:** Approving the Releases and Refunds to the Individuals Listed Herein

**SUBJECT AREA:** Finance

**ACTION REQUESTED:** Approval of Releases and Refunds as Prepared

**HISTORY / BACKGROUND:** Releases and refunds result from listing and assessing due to incorrect and incomplete information.

**EVALUATION:** Taxpayers will or have overpaid taxes. Board action rectifies the mistake.

**RELEASES OVER \$100**

<u>YEAR</u>	<u>NAME</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>REASON</u>
2013	Lanier, Linda	17726	\$136.02	Adjusted Value
2009	Lanier, Linda	17726	\$180.03	Adjusted Value
2010	Lanier, Linda	17726	\$168.35	Adjusted Value
2011	Lanier, Linda	17726	\$156.68	Adjusted Value
2012	Lanier, Linda	17726	\$145.00	Adjusted Value
2013	Lanier, Linda	17726	\$136.02	Adjusted Value
2009	Lanier, Linda	17726	\$180.03	Adjusted Value
2010	Lanier, Linda	17726	\$168.35	Adjusted Value
2011	Lanier, Linda	17726	\$156.68	Adjusted Value
2012	Lanier, Linda	17726	\$145.00	Adjusted Value

**REFUNDS**

<u>YEAR</u>	<u>NAME</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>REASON</u>
2013	Hill, David	VTS	\$151.64	Corrected Situs
2013	The Rock Church of Christ	VTS	\$137.67	Legal Exemption

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that approving the releases and refunds as set above.

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECOND \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS \_\_\_\_\_

YEA VOTES: Davis \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_

Hill \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman

03/03/14  
Date

\_\_\_\_\_  
ATTEST

03/03/2014  
Date

**A RESOLUTION HONORING**

**Barbara M. Hammonds**

**WHEREAS, the Lenoir County Board of County Commissioners wishes to proudly acknowledge and to publicly recognize employees retiring from the Lenoir County Board of Elections; and,**

**WHEREAS, Mrs. Barbara M. Hammonds was employed by the Lenoir County Board of Elections as a Supervisor on October 1, 1987; and,**

**WHEREAS, Mrs. Barbara M. Hammonds has dedicated her professional career at Lenoir County Board of Elections to public service and to the citizens of Lenoir County; and,**

**WHEREAS, Mrs. Barbara M. Hammonds submitted her notice of retirement from the Lenoir County Board of Elections on January 24, 2013; and,**

**WHEREAS, Mrs. Barbara M. Hammonds will retire with twenty-six years of service from the Lenoir County Board of Elections as of January 31, 2014,**

**THEREFORE BE IT RESOLVED, this the 3rd Day of March in the Year 2014 of our Lord, that the Lenoir County Board of Commissioners recognizes Mrs. Barbara M. Hammonds for her efforts, commitment and compassion that she has so freely given the citizens of Lenoir County and further resolved that a copy of this Resolution be transmitted to Mrs. Barbara M. Hammonds by the Clerk to the Board of Commissioners of Lenoir County.**

**BOARD OF COMMISSIONERS OF LENOIR COUNTY**

**BY: \_\_\_\_\_  
Mr. Craig Hill, Chairman**

**ATTEST: \_\_\_\_\_  
Clerk to the Board of Lenoir County Commissioners**

**DATE: March 3, 2014 \_\_\_\_\_**

BUDGET ORDINANCE AMENDMENT: SOLID WASTE FUND:FINANCE/ LANDFILL: \$3,925. INCREASE



**LENOIR COUNTY, NORTH CAROLINA**  
**BUDGET AMENDMENT REQUEST**

FY 2013-2014  
 Appropriations

Budget Amendment # \_\_\_\_\_  
 Date Approved \_\_\_\_\_

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
SOLID WASTE		FINANCE/LANDFILL		VARIOUS	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title	Amount	Account # and Title	Amount		
<u>INCREASE</u>		<u>INCREASE</u>			
66-3472-4055	GRANT-ELECTRONICS RECYCLING	3,925.00	66-4720-6902	CONTRACT SVCS-ELECTRONICS	3,925.00
Total	3,925.00	Total	3,925.00		

**Reason and Justification for Request:**  
 BUDGET AMENDMENT TO APPROPRIATE ELECTRONICS MANAGEMENT FUNDS RECEIVED ON FEBRUARY 20, 2014 FOR THE YEAR 2014. THIS IS A NEW GRANT PROGRAM TO HELP OFFSET THE COSTS OF ELECTRONICS RECYCLING.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	<i>2/21/2014</i>	<i>Martha H. Martin</i>	<i>2/21/2014</i>
Budget Officer Approval	Date		
<i>Michael W. Jarman</i>	<i>2/22/14</i>		
Board Approval (When Applicable)	Date	Date of Minutes	

BUDGET ORDINANCE AMENDMENT: GENERAL FUND:  
FINANCE/EMERGENCY SERVICES: \$4,082. INCREASE



**LENOIR COUNTY, NORTH CAROLINA**  
**BUDGET AMENDMENT REQUEST**

FY 2013 - 2014  
Appropriations

Budget Amendment # \_\_\_\_\_  
Date Approved \_\_\_\_\_

Distribution - Finance Office:

FUND GENERAL FUND	DEPARTMENT FINANCE/EMERGENCY SERVICES DEPARTMENT	LINE ITEM DESCRIPTION VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>		Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>	
<b>REVENUES</b>		<b>EXPENDITURES</b>	
Account # and Title	Amount	Account # and Title	Amount
<u>INCREASE</u> 10-3842-8500 INSURANCE-MISCELLANEOUS	4,082.00	<u>INCREASE</u> 10-4332-3530 MAINT/REPAIR-VEHICLES	4,082.00
Total	4,082.00	Total	4,082.00
<b>Reason and Justification for Request:</b> TO BUDGET INSURANCE PROCEEDS RECEIVED FROM AUTO-OWNERS INSURANCE COMPANY ON 02/13/2014 IN THE AMOUNT OF \$4,081.16. THIS IS TO COVER COST OF REPAIRS TO THE 2010 FORD ECONOLINE E-350 AMBULANCE STRUCK BY A CITIZEN ON 12/12/2013.			
Department Head Approval <i>Martha H. Martin</i>		Finance Officer Approval <i>Martha H. Martin</i>	
Date 2/13/2014		Date 2/13/2014	
Budget Officer Approval <i>M. Jarman</i>		Date 2/13/14	
Board Approval ( When Applicable)		Date of Minutes	

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 03/03/14 **ITEM NO.** 6

**RESOLUTION:** Authorizing the Extension of Color Copier/Printer Lease for 25 months: CopyPro: \$8,875.

**SUBJECT AREA:** Purchases / Bids

**ACTION REQUESTED:** To authorize the Board of Elections' Director to execute a 25 month lease extension agreement for a color copier/printer with CopyPro, at a total cost of \$8,875 (\$355 per month).

**HISTORY / BACKGROUND:** The Board of Elections leases a color copier / printer from CopyPro. The current lease agreement expires in March 2014. All of the Board of Election's staff prints to this equipment and make copies when needed. The Board of Elections utilizes color copies during all elections for booklets and training material for the precinct workers. Other County departments that do not have a color copier use this equipment to make color copies when needed. CopyPro has agreed to a 25 month lease extension, that will coincide with the County bidding out all copying equipment in March of 2016. The Board of Elections will receive a new unit at a reduced monthly lease rate for the 25 month extension. Extension of this lease agreement for 25 months, at a reduced rate per month, will generate savings of \$4,761.

**EVALUATION:** The Board of Elections currently leases a color copier / printer from CopyPro. The lease expires in March 2014. CopyPro will extend the lease for 25 months to coincide with the County's RFP for all copying equipment in March 2016. CopyPro will provide the Board of Elections with a new unit at a reduced rate for the 25 month extension period. The reduced rate will generate a savings of \$4,761 to the County.



**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 03/03/14 **ITEM NO.** 7

**RESOLUTION:** Approve Presentation of Badge and Service Weapon to Retiring Sergeant Nelson Ray Blizzard

**SUBJECT AREA:** Personnel

**ACTION REQUESTED:** The Board is requested to authorize the Sheriff to present to retiring Sergeant Nelson Ray Blizzard, his Lenoir County Sheriff's Office badge and Glock .45 caliber service weapon pursuant to state law and past county practices.

**HISTORY/BACKGROUND:** Sergeant Nelson Blizzard began his law enforcement career with the Lenoir County Sheriff's Office on October 16, 1979. North Carolina retirement rules state that an officer must have 30 years of credible service or be age 55 with at least 15 years of credible service to retire. Sergeant Blizzard has served Lenoir County and its citizens for over 33 years until his retirement, which became effective February 28, 2014.

North Carolina General Statute 20-187.2 provides for the presentation of an officer's badge upon his retirement and also provides for the governing body, in its discretion, to present the retiring officer with his service weapon after he receives a handgun permit. Sergeant Blizzard has obtained a pistol purchase permit to allow legal transfer of this firearm.

A number of law enforcement officers retire each year in various state and local jurisdictions within North Carolina. In these instances, the officers have been presented with their badge and service weapon.

**EVALUATION:** In keeping with the North Carolina General Statutes and local government practices, it is recommended that Sergeant Nelson Blizzard be presented with his badge and Glock .45 caliber service weapon (serial number NMA059).

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval

  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Lenoir County Sheriff is authorized to present to Sergeant Nelson Ray Blizzard his Lenoir County Sheriff's Office badge and Glock .45 caliber service weapon.

Funding Account #:

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_

Davis \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman

03/03/14  
Date

\_\_\_\_\_  
ATTEST

03/03/14  
Date

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 03/03/14 **ITEM NO.** 8

**RESOLUTION:** Approve Purchase of Canine Car Insert and Heat Systems for Vehicles: Ray Allen Manufacturing: \$7,328.64

**SUBJECT AREA:** Purchases / Bids

**ACTION REQUESTED:** The Board is requested to authorize the Sheriff to execute a purchase order with Ray Allen Manufacturing for the purchase of one (1) canine car kennel for a 2014 Ford SUV, and five (5) heat systems with fans for canine vehicles at a total cost of \$7,328.64.

**HISTORY/BACKGROUND:** The Lenoir County Sheriff's Office now has five (5) trained canines as part of their office to assist in investigations and tracking. Two of these canines were purchased in 2013. The vehicles used by canine deputies must have an insert to house the canine in the vehicle. Four of the vehicles currently have inserts. This year, the board previously authorized the purchase of a 2014 Ford Interceptor SUV to be used as a canine vehicle. This will require the purchase of an insert for that vehicle.

In addition, these vehicles have a possibility of mechanical malfunctions that could occur which may cause extreme heat or cold. These types of malfunctions have occurred before with Lenoir County vehicles. These malfunctions could injure the canine if exposed to extreme heat for a prolonged amount of time. The Sheriff wishes to purchase heat alert systems that will equip the canine deputy with a belt sensor to keep them informed of the inside temperature of the vehicle which could save the canine from any harm. In addition, these heat systems will notify the deputy of temperature changes to the vehicle, roll the windows down, activate the emergency lights and turn on a fan system.

**EVALUATION:** The Lenoir County Sheriff's Office needs to purchase a canine insert for a newly purchased vehicle to allow for safe transportation of the canine. In addition, the investment in the canines at approximately \$14,000 each, requires a temperature alert system to allow for the safety of the animal and protection of the county investment in these canines. These heat alert systems are used by most law enforcement agencies with canines. These systems will be installed on the one new vehicle and the current four canine vehicles that are in use by the Lenoir County Sheriff's Office. These items will be purchased with Federal Asset Forfeiture funds.

Approval of this resolution will allow for the encumbrance of Federal Asset Forfeiture funds and payment to Ray Allen Manufacturing upon receipt of the canine vehicle items.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

  
\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Lenoir County Sheriff is authorized to execute a purchase order with Ray Allen Manufacturing for the purchase one (1) one canine kennel insert and five (5) heat alert systems with fans at a total cost of \$7,328.64.

Funding Account #: \$7,328.64

**AMENDMENTS**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_

Davis \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman      03/03/14  
Date

\_\_\_\_\_  
ATTEST      03/03/14  
Date

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 03/03/14 **ITEM NO.** 9

**RESOLUTION:** Approve Addition of One (1) Part-Time Processing Clerk for Sheriff's Office

**SUBJECT AREA:** Personnel

**ACTION REQUESTED:** The Board is requested to authorize the creation of one part-time processing clerk position for the Lenoir County Sheriff's Office Records Division.

**HISTORY/BACKGROUND:** The Lenoir County Sheriff's Office currently has two full time processing clerk's in addition to two full time telecommunicator's that are tasked with many responsibilities including review of the records management system, processing pistol purchase permits, processing concealed carry permits, processing civil processes along with many other support and administrative duties.

The concealed carry process is a lengthy and time consuming process, where each part of the process has been divided among the current records division employees. Since 2005, Lenoir County citizens have steadily increased in obtaining concealed carry permits, which is demonstrated in the attached chart. There have been no new positions added to deal with this substantial increase. The workload for additional concealed carry permits has been burdened on the existing employees, causing other duties to be extended and wait times for the approval or denial of permits to increase. The Sheriff wishes to add one (1) part-time processing clerk position to the records division to take over the duties of the concealed carry process to make for quicker, more efficient service to the citizens of Lenoir County who have applied for or renewed a concealed carry permit.

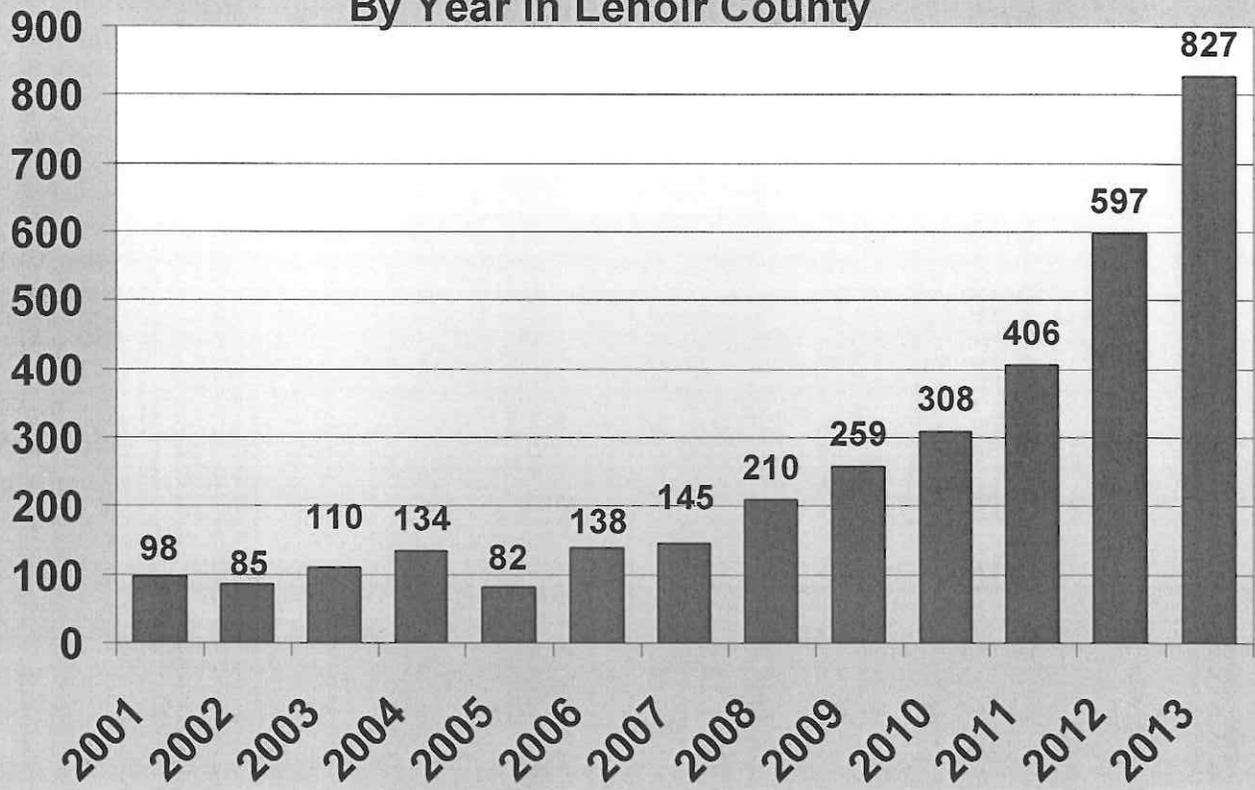
**EVALUATION:** Based upon the 909% increase in applications for Concealed Carry permits since 2005, the Sheriff needs to add one part time processing clerk to handle the current workload that is associated with the concealed carry permit applications. This will allow the current records staff to focus on their other job assignments to better serve the citizens and the administrative requirements of the Sheriff's Office.

The current fee for obtaining a **new** Concealed Carry Permit is \$100. Of this fee, \$20 is set aside for notarizing forms and fingerprinting the applicant. According to North Carolina General Statute 14-415.19, the County Finance Officer must remit \$45 of the remaining \$80 to the North Carolina Department of Justice for Federal and State criminal history records. The remaining \$35 can only be used by the Sheriff to pay the costs of administering this program or for other law enforcement purposes.

The current fee for **renewing** a Concealed Carry Permit is \$85. Of this fee, \$10 is set aside for notarizing forms and \$40 must be submitted to the North Carolina Department of Justice for Federal and State criminal history records. By statute, the remaining \$35 of this renewal fee may only be used by the Sheriff.



**Carry Concealed Weapon Permits  
Issued and Renewed  
By Year in Lenoir County**



**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 3/3/14 **ITEM NO.** 10

**RESOLUTION:** Approve Purchase of Various Special Response Team Equipment: Lawmens, Inc.: \$52,787.06

**SUBJECT AREA:** Purchases / Bids

**ACTION REQUESTED:** The Board is requested to authorize the Sheriff to execute a purchase order with Lawmen's Inc., for the purchase of various Special Response Team equipment needed to replace, update or assist with emergency operations at a total cost of \$52,787.06.

**HISTORY/BACKGROUND:** The Lenoir County Sheriff's Office Special Response Team (SRT) is the elite team of the Sheriff's Office that is called upon to handle high-risk situations including hostage rescue, barricaded subjects, high risk warrants, active shooters, high risk court security and other hostile situations. Since its inception in late 1990's, deputies initially had to purchase their own equipment. Over time, the Sheriff's Office and the County have been able to purchase advanced equipment to assist in their operations. Some of this equipment has been taken out of service due to normal wear or has exceeded its expiration date. There are additional pieces of equipment that are needed to effectively work in conjunction with current equipment in use. With these needs, the Sheriff wishes to update or purchase equipment that would better protect the citizens of this County and assist in protecting the SRT deputies during their operations.

**EVALUATION:** The Sheriff desires to better equip the SRT through the purchase of needed equipment to better assist in their operations. There are currently 12 operators on the Special Response Team. Based upon the number of SRT operators, most of the equipment must be purchased to outfit each deputy. The following equipment is needed to accomplish this goal:

- (1) Operator Emergency Medical Pack for each operator to assist with trauma injuries. We have unfortunately experienced situations where hostile and aggressive persons have harmed or attempted to harm deputies. SRT deputies currently have no medical packs.  
\$69.99 each x 12 = \$839.88
- (2) Combat Gauze Quik Clot – This special gauze is used to assist in controlling bleeding of injured persons who have been injured as a result of gunfire or any other traumatic injury.  
\$43.00 each x 12 = \$516.00
- (3) SRT Reactor Gloves for each operator to protect hands during flash bang deployment and for general protection during breaching situations. SRT deputies currently have no issued gloves. They have had to purchase with personal money and most do not meet specifications for law enforcement.  
\$25.00 each x 12 = \$300.00

- (4) Oakley Ballistic Glasses to protect eyes from gunfire that meets military standards. Protective eye wear is required for live fire training and SRT operations. SRT deputies have no issued protective eye wear issued to them. They have had to purchase with personal money no one has any ballistic eye protection.  
\$76.47 each x 12 = \$917.64
- (5) Contractor Cap for general protection when not wearing the ballistic helmet.  
\$14.99 each x 12 = \$179.88
- (6) Ballistic Resistant Helmet to protect the head. SRT currently uses helmets from 1984 that were acquired through federal surplus that have expired. New helmets meet current military specifications for bullet resistant protection.  
\$685.00 each x 12 = \$8,220.00
- (7) SRT Uniform Shirts. SRT currently has one uniform shirt that is four years old. These uniforms have suffered normal wear and need to be replaced.  
\$42.99 each x 12 = \$515.88
- (8) SRT Uniform Pants. SRT currently has one uniform pant that is four years old. These uniforms have suffered normal wear and need to be replaced.  
\$36.00 each x 12 = \$432.00
- (9) SRT All-weather parka coats. SRT currently has no adverse weather coats to protect during inclement weather. During many missions including rain and cold temperatures, SRT deputies have had no weather protection that is suitable in tactical environments.  
\$197.78 each x 12 = \$2,373.36
- (10) PEQ-15 Aiming Laser with infrared. These are used in conjunction with the Night Vision equipment that this Board approved four years ago. This infrared light allows the deputy to have ample infrared light and a laser pointer to illuminate a possible target. Currently SRT has no infrared light source when using rifles or shotguns with night vision equipment to assist with acquiring a target.  
\$1,334.47 each x 12 = \$16,013.64
- (11) Liberator II Tactical Headset. SRT deputies are currently issued headsets that allow for silent radio communication. These headsets that are in use were issued approximately 10 years ago. Many of these have broken and are not able to be used any more. SRT is in need of dual ear headsets that have noise canceling protection to protect their hearing from gunfire and flash bangs during live fire training and active operations. Exterior gun fire reaches 150 decibels. This dramatically increases when in a closed environment like the interior of a building or house. Permanent hearing loss occurs at 160 decibels. To protect the hearing of our SRT deputies, these headsets are optimal to allow for hearing your environment during operations and protect hearing.  
\$795.00 each x 12 = \$9,540.00
- (12) 5.56 MM Rifle with 10 inch barrel– SRT currently has two 10 inch rifles in service, but two more are needed to conduct entry operations into building and residences. Standard rifles are 14-16 inches and are too long to safely move to close quarter environments. Only requesting 2 additional rifles.  
\$1,280 each x 2 = \$2,560.00

- (13) Remington 870P Shotgun short barrel – SRT currently has two Remington shotgun short barrels in service. These weapons are the desired weapon to handle close quarter environments and are used for many scenarios including breaching, gas deployment and less lethal rounds. Normal shotguns are 18 – 20 inches in length and these are 12 inches. Only requesting 2 additional shotguns.  
\$589.70 each x 2 = \$1,179.40
- (14) Pelican Protection Case – This board approved the purchase of night vision equipment for each operator at approximately \$6,000 each. This equipment has been transported on the SRT equipment truck since its purchase. It has been found that this equipment has not been used to its potential due to its being in one location rather than spread among the trained SRT deputies. Pelican cases should be purchased to safely transport this equipment and allow it to be with the deputy to whom it is assigned.  
80.61 each x 12 = \$ 967.32
- (15) SureFire Helmet Lights with infrared – These lights will be used in conjunction with the previously purchased night vision equipment. This will be used when deputies are required to use handguns with night vision instead of rifles.  
\$139.99 each x 12 = \$1,679.88
- (16) Surefire Shotgun Forearm Light – These lights will be used on the newly acquired Remington shotguns if approved.  
\$375.00 each x 12 = \$750.00
- (17) Haley Inforce Lights with LED moment controls for each SRT deputy assigned a rifle.  
107.80 each x 8 = \$862.40
- (18) Combined Tactical Systems Training and Restock of flash bangs, chemical munitions and less lethal rounds. Currently, there are two deputies trained as instructors for these specialized ammunitions. Both of these deputies' certifications expire this year. This certification course will certify two deputies for three additional years and allow for the purchase of 24 flash bangs, door breaching rounds, bean bag rounds and stinger grenades.  
Total for training and equipment - \$2,580.60
- (19) Additional equipment that is needed to outfit rifles and shotguns that includes rail mounting systems for lights and slings, slings for the firearms and front forearm grips.  
Total for all weapon equipment - \$2,359.18

**TOTAL FOR ALL EQUIPMENT: \$52,787.06**

The entire equipment list shall be purchased with federal asset forfeiture seized drug funds. Using these funds relieves the taxpayers of this financial burden, which would have been required if these funds were not available.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

*mws*  
\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Lenoir County Sheriff is authorized to execute a purchase order in the amount of \$52,787.06 with Lawmen's Inc., for the purchase of the various Special Response Team equipment requested in this resolution.

Funding Account #: 15-4316-2900 \$52,787.06

**AMENDMENTS**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_

Davis \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman 03/03/14  
Date

\_\_\_\_\_  
ATTEST 03/03/14  
Date



**GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE**

**WHEREAS**, the laws of the State of North Carolina (the "State") authorize Lenoir County, North Carolina (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Tax Lease (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

**RESOLVED**, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons");

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons; and

that the undersigned's certification of the Authorized Persons' signatures shall be binding on the Governmental Entity.

I, \_\_\_\_\_, \_\_\_\_\_ of Lenoir County, North Carolina, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked. Finally, I also certify that the signatures above are the signatures of the officers authorized to sign for the Governmental Entity as a result of these resolutions.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

COPY

INTRODUCED BY: Michael W. Jarman, County Manager DATE: 2/3/14 ITEM NO.: 10

**RESOLUTION:** Approving a Sixty (60) Month Lease Agreement for an 826H Landfill Caterpillar Compactor DCA3: Gregory Poole (Washington, NC): \$10,601.86 per Month

**SUBJECT AREA:** Purchases/Bids

**ACTION REQUESTED:** The Board is requested to approve a sixty month lease agreement for an 826H Landfill Caterpillar Compactor DCA3 with Gregory Poole of Washington NC in the amount of \$10,601.86 per month and authorize the Lenoir County Landfill Director to execute the necessary paperwork on behalf of the County for the agreement.

**HISTORY / BACKGROUND:** The Lenoir County Landfill operates a MSW (Municipal Solid Waste) Transfer Station and a C&D (Construction and Demolition) cell. A landfill employee operates the compactor to compact construction materials. The landfill owns a seven year old TREX 400 Compactor. The TREX is the only piece of equipment the landfill has available to compact the construction and demolition materials and it is operated a total of 44 hours per week. The repair cost and down time for the TREX 400 has become a major concern to the Landfill Director. If the TREX 400 is down, operations at the C&D site stop and the construction materials cannot be packed. This would result in violations and fines from the State Inspectors. The Landfill Director evaluated purchasing a new compactor or leasing with maintenance included. Leasing is the preferable option. Pricing is from the state contract.

**EVALUATION:** The Lenoir County Landfill is in need of a second Compactor for compacting materials at the C&D site. The TREX 400 owned by the landfill has experienced an increase in repairs. A second Compactor is needed to share the hours of operations and allow time for repairs and preventative maintenance. The Landfill Director has searched for months for a new compactor and has determined leasing a compactor to be the most efficient for the County. Under the lease agreement, all PM's as well as all repairs will be performed by Gregory Poole at no additional cost to the county. Leasing with maintenance included will save the Landfill in repairs and routine maintenance costs.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval

MWJ   
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that a sixty month lease agreement for a 826H Landfill Caterpillar Compactor DCA3 from Gregory Poole, of Washington NC, in the amount of \$10,601.86 per month is approved and be it further resolved the Lenoir County Landfill Director is authorized to execute the necessary paperwork on behalf of the County for the agreement.

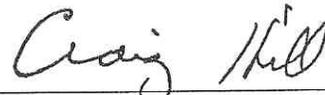
AMENDMENTS:

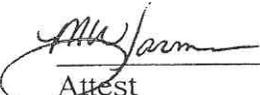
MOVED Sutton SECOND Brown

APPROVED  DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_

Davis \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

  
\_\_\_\_\_  
Craig Hill, Chairman      2/3/14  
Date

  
\_\_\_\_\_  
Attest      02/03/14  
Date

Tax Lease  
Transaction Number 2180037

**1. PARTIES**

LESSOR ("we", "us" or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION  
2120 West End Ave  
Nashville, TN 37203

LESSEE ("you" or "your"):

LENOIR COUNTY, NORTH CAROLINA  
2949 Hodges Farm Road  
LaGrange, NC 28551

In reliance on your selection of the equipment described below/on Schedule A (each, a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

**2. DESCRIPTION OF THE UNITS**

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	MONTHLY RENT This is due per period, as stated below in Section 4.	MAX ANNUAL HOURS/ MILEAGE Maximum annual usage of Unit (see Application Survey).	DELIVERY DATE Enter date machine was delivered to you.
New 826H	AWF00823	\$10,600	1500	

LOCATION OF UNITS: 2949 Hodges Farm Road LaGrange, NC 28551

You acknowledge that the Units described above were delivered to you in good working condition and that you accepted them on the date indicated.

The Application Survey ("Application Survey") submitted by you to us for each Unit is made a part of and incorporated into this Lease.

**TERMS AND CONDITIONS**

- 3. **Lease Term** The Lease Term will start on the date we sign the Lease and will continue for 60 months, unless earlier terminated or canceled as permitted herein.
- 4. **Rent** You will pay us the Monthly Rent beginning One month after the date we sign this Lease and on the same date of each month thereafter for the entire Lease Term. Monthly Rent will be due without demand. You will also pay us all other amounts payable under the terms of this Lease and under any other document executed in connection with this Lease, including each Application Survey (the "Lease Documents") ("Other Payments", and together with the Monthly Rent, collectively, the "Rent"). You will pay the Rent to us at P.O. BOX 13834 Newark, NJ 071880834 or such other location that we designate in writing. **You agree this Lease constitutes a non-cancelable net lease. You also agree that your duties and liabilities under this Lease and the other Lease Documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier (as defined below), the manufacturer of each Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Lease.**
- 5. **Late Charges** If we do not receive a Rent payment on the date it is due, you will pay us, on demand, a late payment charge equal to five percent (5%) of the late Rent payment.

- 6. **Disclaimer of Warranties** You have selected each Unit based upon your own judgment. You understand that we are not the manufacturer or the seller of the Units. WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LEASE OR TO ANY UNIT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH UNIT IS LEASED "AS IS, WHERE IS." WE MAKE NO WARRANTIES AS TO THE QUALITY OF MATERIALS OR WORKMANSHIP OR THAT THE MATERIALS OR WORKMANSHIP COMPLY WITH THE TERMS OF ANY PURCHASE ORDER OR AGREEMENT. WE EXPRESSLY DISCLAIM, AND YOU WAIVE ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY UNIT OR THIS LEASE, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY THAT ANY UNIT IS MERCHANTABILITY; (B) ANY IMPLIED WARRANTY THAT ANY UNIT IS FIT FOR A PARTICULAR PURPOSE; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT; AND (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY UNIT, FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO ANY UNIT, FOR ANY LIABILITY TO ANY THIRD PARTY, OR FOR ANY OTHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING STRICT OR ABSOLUTE LIABILITY IN TORT. Nothing in this Lease takes away any rights you may have against any other parties (such as the Supplier or the manufacturer of any Unit). You agree to pursue only these third parties for any and all claims concerning any Unit except as to ownership and title. You are entitled to all the promises and

warranties made by the Supplier to us with respect to the Units, and you may contact the Supplier in order to receive a description of those promises and warranties.

**7. Possession, Use, and Maintenance** (a) At your own expense, you will use and keep the Units in good operating order and condition and at least in accordance with Supplier's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws and regulations, including the rules or limits on idling, fleet average or site based exhaust emissions, or operational limitations, for which you have sole responsibility for compliance. (b) You will not abandon a Unit. (c) You will not sublease a Unit or permit the use of a Unit by anyone other than you. (d) You will not change the use of a Unit from that specified in the Application Survey, without our prior written consent. (e) You will not change the Location of a Unit from that specified above without providing us with prompt written notice of such change. (f) You will not remove a Unit from the United States. (g) You will not sell, assign, transfer, create or allow to exist a lien, claim, security interest, or encumbrance on any of your rights under this Lease or with respect to a Unit. Each Unit is and will remain personal property regardless of its use or manner of attachment to realty. We have the right (but not the obligation) to inspect each Unit and its maintenance records. We also have the right to observe the use of each Unit and determine its hours of usage. You will not alter a Unit or affix any accessory or equipment to a Unit if doing so will impair its originally intended function or use or reduce its value. You will not make any "non-severable" addition (as defined for federal income tax purposes) to a Unit without our prior written consent. If added to a Unit, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Unit; and (iii) parts that cannot be detached from the Unit without interfering with the operation of the Unit or adversely affecting the value or utility the Unit would have had without the addition. All such parts will be deemed incorporated in the Unit and will be subject to the terms of this Lease as if originally leased under this Lease. If an Event of Default has occurred and is continuing, all parts, accessories, and equipment affixed to a Unit will become our property.

**8. Taxes** Rent includes all taxes arising from, or due in connection with, this Lease or the Units. You will pay when due, or promptly reimburse us for payment of, all taxes (other than our federal, state, or local net income taxes) imposed on a Unit, or the Rent. You will also pay or reimburse us for all (i) license and registration fees, (ii) fines, penalties, interest, or additions to any tax, (iii) charges similar to those stated in clauses (i) and (ii) that are imposed in connection with the ownership, possession, use, or lease of a Unit from the time we purchase the Unit until it is returned to us or purchased by you. You will remain responsible for the payment, or reimbursement of, any such charges, regardless of when we receive notice of the charge. You will prepare and file, in a manner satisfactory to us, all reports or returns required with respect to a Unit. You will reimburse us in full for any amounts that we pay or advance without regard to early payment discounts. We may estimate the amount of, and bill you periodically in advance for, any charge. You will be responsible, however, for any difference between the estimated amount and the actual amount. Except as provided in this section, you agree that we are entitled to receive any and all federal, state, or local tax credits and benefits, if any, applicable to a Unit. We are entitled to income tax depreciation deduction for each Unit based on the use as described in the Application Survey.

**9. Tax Indemnity** This Lease is entered into on the basis that we are entitled to claim certain depreciation deductions on the Units in accordance with Section 168(a) of the Internal Revenue Code of 1986, as amended, (the "Code") based upon the applicable depreciation method and recovery period specified in Code Sections 168(b) and (c), and to similar state and local income tax deductions (collectively, the "Tax Benefits"). Our classification of a Unit under Code Section 168(e), our determination of the applicable depreciation method and recovery period, and our claim for an entitlement to the Tax Benefits are based solely upon your representations in Section 7 and the applicable Application Survey. If we do not receive nor retain all of the Tax Benefits anticipated with respect to any Unit (a "Tax Loss"), because (a) of a change in the US federal income tax rate, (b) you move any Unit outside the United States, or (c) you use any Unit for a different purpose than stated in the applicable Application Survey; you will pay us, within thirty (30) days after we provide you written notice of such Tax Loss, an amount which, in our opinion, will cause our net after-tax

rate of return over the Lease Term in respect to the Unit to equal the net after-tax rate of return we would have realized if such Tax Loss had not occurred. For purposes of this section, we may be included in any affiliated group (within the meaning of Section 1504 of the Code) of which we are a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

**10. Loss or Damage** (a) You bear the risk of loss or damage to a Unit from the time we purchase the Unit (or from the beginning of the Lease Term, if earlier) until the Unit is returned to us or purchased by you in accordance with this Lease. Should any loss or damage occur, you will not be released from your obligations under the Lease or any other Lease Document. (b) You will provide prompt, written notice to us of any Total Loss (as defined below) or any material damage to any Unit. Any such notice will include any damage reports provided to any governmental authority, an insurer, or the Supplier, and any documents pertaining to the repair of such damage, including copies of work orders and all invoices for related charges. (c) Without limiting any other term in this Lease, you will promptly repair all damage that does not constitute a Total Loss, to restore the Unit to the condition required by this Lease. (d) A Unit has incurred a "Total Loss" upon: (i) the disappearance, theft or destruction or any other total loss of such Unit; (ii) damage to the Unit that is uneconomical to repair; or (iii) the condemnation, confiscation, or other taking of title to or use of a Unit or the imposition of any lien on such Unit by any governmental authority. On the next Rent due date following a Total Loss (a "Loss Payment Date"), you will pay us the Monthly Rent due on that date plus the Casualty Loss Value of the Unit with respect to which the Total Loss has occurred (the "Lost Units"), together with any Other Payments due with respect to the Lost Units. Until such payment is made, you will continue to pay us the Monthly Rent on the due dates set forth in Section 4. Upon making the full payment required on the Loss Payment Date, your obligation to pay future Monthly Rent on the Lost Units will terminate, but you will remain liable for all Monthly Rent and all Other Payments on any remaining Units. Furthermore, upon receipt of the full payment required on the Loss Payment Date, we convey to you all of our right, title, and interest in the Lost Units, "AS IS WHERE IS", but subject to the requirements of any third party insurance carrier in order to settle an insurance claim. "Residual Value" means the future fair market value of a Unit at the end of the Lease Term (determined at Lease inception). "Casualty Loss Value" means the sum of: (i) all amounts then due under this Lease with respect to the Lost Units (including all Other Payments then owing and unpaid); (ii) the discounted present value of all unpaid future Rent for the Lost Units; and (iii) the discounted present value of the Lost Unit's Residual Value as determined by us. If the Total Loss occurs after the final Rent due date of the Lease Term, the Casualty Loss Value will be determined as of the last Monthly Rent due date during the Lease Term. (e) We are not required to pursue any claim against any person in connection with a Total Loss or other loss or damage. (f) If we receive a payment under an insurance policy required under this Lease in connection with any Total Loss or other loss or damage to a Unit, and such payment is both unconditional and indefeasible, then provided you have complied with the applicable provisions of this section, we will either (i) if the payment results from a Total Loss, send you proceeds up to an amount equal to the Casualty Loss Value you previously paid us, or credit the proceeds against any amounts you owe us or (ii) if the payment results from repairs made pursuant to Section 10(c), send you proceeds up to an amount equal to the amount of your actually incurred costs of repair.

**11. Waiver and Indemnity** You release and agree to indemnify, defend, and keep harmless, us (including any assignee of ours) and our directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all Claims (defined below) (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). To meet this obligation, you will pay, on a net after-tax basis, or otherwise discharge such Claims, when and as they become due. We will give you prompt notice of a Claim. You are entitled to control the defense of or to settle a Claim, so long as: (a) no Event of Default has occurred and is then continuing; (b) you are financially capable of satisfying your obligations under this section; and (c) we approve your proposed defense counsel. "Claims" means all claims, allegations, judgments, settlements, suits, actions, damages (whether incidental, consequential or direct), demands (for compensation, indemnification, reimbursement or otherwise), losses, penalties, fines, liabilities (including strict liability), and charges that we incur or for which we are or may be responsible, in the nature of interest, liens, and costs (including attorneys' fees and disbursements and any other legal or non-legal expenses of investigation or defense

of any Claim, whether or not the Claim is ultimately defeated, or enforcing the rights, remedies, or indemnities provided for hereunder, or otherwise available at law or in equity to us), of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, by or against any person. Claims include any of the foregoing arising from: (i) a Lease Document; (ii) a Unit, including the contents and any regulated or hazardous substances at any time contained in a Unit or emitted from a Unit, (iii) the premises at which any Unit may be located from time to time; (iv) the ordering, acquisition, delivery, installation, or rejection of a Unit; (v) the possession of a Unit or any property to which the Unit may be attached from time to time; (vi) the maintenance, use, condition, ownership or operation of any Unit, during the Lease Term; (vii) the existence of a latent or other defect (whether or not discoverable by you or us) with respect to a Unit; (viii) any Claim in tort for negligence or strict liability in relation to a Unit; (ix) any Claim for patent, trademark or copyright infringement in relation to a Unit; (x) the Total Loss or damage, return, surrender, sale, or other disposition of any Unit or any part thereof; or (xi) any Claim involving or alleging environmental damage, or any criminal or terrorist act, relating in any way to a Unit. To the extent necessary under law or regulation, in order to eliminate liability for us, we transfer and you accept the transfer from us of any and all liability associated with exhaust emissions in connection with the Units. If any Claim is made against you or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. If the party receiving notice of the Claim fails to notify the other, however, your obligations are still in effect. You agree to be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by us or our directors, officers, employees, agents, or assigns in defending such claims or in enforcing this section. Under no condition or cause of action will we be liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages.

**12. Insurance** You, at your expense, must keep each Unit insured with a commercial insurance policy for our benefit. This insurance must include physical damage insurance that will protect each Unit against all risks for an amount at least equal to the then-applicable Casualty Loss Value. You will also maintain comprehensive general liability insurance (including product and broad form contractual liability) covering each Unit for at least \$1,000,000 combined coverage for bodily injury and property damage per occurrence. All insurance must be in a form and with companies approved by us. The physical damage insurance shall specify you as named insured and us as loss payee, and the general liability policy shall specify you as named insured and us as additional insured. The insurance shall be primary, without the right of contribution from any insurance carried by us. You must promptly notify us of any occurrence that may become the basis of a claim. You must also provide us with all requested pertinent data. Upon demand, you must promptly deliver to us evidence of insurance coverage.

**13. Events of Default** Each of the following is an event of default ("Event of Default"): (a) You fail to make a payment when due. (b) A representation or warranty made to us in connection with this Lease is incorrect or misleading. (c) You fail to observe or perform a covenant, agreement, or warranty and the failure continues for ten days after written notice to you. (d) A default occurs under any other agreement between you or a guarantor of this Lease (each a "Guarantor") and us or an affiliate of ours. (e) You, or a Guarantor, cease to do business, die, become insolvent, make an assignment for the benefit of creditors or file a petition or action under a bankruptcy, reorganization, insolvency or moratorium law, or a law for the relief of, or relating to, debtors. (f) Any filing of an involuntary petition under a bankruptcy statute against you or a Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of your properties or those of a Guarantor, unless the petition or appointment ceases to be in effect within thirty days after filing or appointment. (g) There is a material adverse change in your, or a Guarantor's, financial condition, business operations or prospects. (h) There is a termination, breach, or repudiation of a Guarantor's guaranty.

**14. Remedies** (a) If an Event of Default occurs, we will have the rights and remedies provided by this Lease and under the Uniform Commercial Code ("UCC") and any other law. Among these rights and remedies are to: (i) proceed at law or in equity, to enforce specifically your performance or to recover damages; (ii) declare this Lease in default, and cancel this Lease or otherwise terminate your right to use any Unit and your other rights, but not your obligations, (iii) require you to assemble Units and make them available to us at a place we designate; (iv) enter premises where a Unit may be located and take

immediate possession of such Unit and remove (or disable in place) such Unit (and any unattached parts) without notice, liability, or legal process; (v) use your premises for storage without liability; (vi) sell or lease any of the Units, whether or not in our possession, at public or private sale, with or without notice to you, and apply or retain the net proceeds of such disposition in accordance with this Lease; (vii) enforce any or all of the preceding remedies with respect to any related collateral, and apply any deposit or other cash collateral, or any proceeds of any such collateral, at any time to reduce any amounts you owe us; (viii) demand and recover from you all Liquidated Damages (as defined below) and all Other Payments whenever they are due; and (ix) if we financed your obligations under a warranty agreement such as an Equipment Protection Plan, Customer Service Agreement, or similar agreement, we may cancel the agreement on your behalf and receive the refund of the fees that we financed but had not received from you as of the date of the Event of Default. As used herein, "Liquidated Damages" means the liquidated damages (all of which, you hereby acknowledge, are damages to be paid in lieu of future Monthly Rent and expected Residual Values and are reasonable in light of the anticipated harm arising by reason of an Event of Default, and are not a penalty) described in the first sentence of parts (i) or (ii) of Section 14(b) below, depending upon the recovery and disposition of the Units.

(b) If an Event of Default occurs and:

(i) we recover a Unit and dispose of it by a lease or elect not to dispose of the Unit after recovery, you will pay us on demand an amount equal to the *sum* of (A) any accrued and unpaid Rent as of the date we recover the Unit, *plus* (B) the present value as of such date of the total Monthly Rent for the then remaining Lease Term, *minus* (C) either (1) the present value, as of the commencement date of any substantially similar re-lease of the Unit, of the re-lease rent payable to us for the period, commencing on such commencement date, which is comparable to the then remaining Lease Term or (2) the present value of the "market rent" for such Unit (as computed pursuant to Article 2A of the UCC ("Article 2A")) in the continental United States as of the date on which we have a reasonable opportunity to remarket the Unit for the period, commencing on such date, which is comparable to the then remaining Lease Term, as applicable; provided, however, you acknowledge that if we are unable after a reasonable effort to dispose of the Unit at a reasonable price and pursuant to other reasonable terms, or the circumstances reasonably indicate that such an effort will be unavailing, the "market rent" in such event will be deemed to be \$0.00, but in the event that we do eventually re-lease or otherwise dispose of the Unit, we will apply the net proceeds of such disposition, to the extent received in good and indefeasible funds, as a credit or reimbursement, as applicable, in a manner consistent with the terms of this Lease and the applicable provisions of Article 2A. Any amounts discounted to present value, shall be discounted at the rate of three percent (3%) per annum, compounded annually;

(ii) you fail to return a Unit in the manner and condition required by this Lease, or we recover and sell the Unit, you will pay to us on demand an amount calculated as the Casualty Loss Value of the Unit (determined as of the next Monthly Rent payment date after the date of the Event of Default), together with all costs and expenses (as defined below), *less* a credit for any disposition proceeds, if applicable pursuant to the application provisions in the next sentence. If we demand the Liquidated Damages under this part (ii) and recover and sell the Unit, we will apply any proceeds received in good and indefeasible funds: first, to pay all costs and expenses not already paid; second, to pay us an amount equal to any unpaid Rent due and payable, together with the Liquidated Damage amounts specified in this part (ii), to the extent not previously paid; third, to pay us any interest accruing on the amounts covered by the preceding clauses, plus late charges, from and after the date the same becomes due, through the date of payment; fourth, to pay us an amount equal to any remaining obligations that you owe us under this Lease.

The remedies provided to us are cumulative and in addition to all other remedies at law or in equity. You will remain liable for any deficiency and we will retain any excess after our exercise of these remedies. To the extent you are entitled to a refund from us, you agree we have the right to offset any obligation that you have with us or our affiliates with such refund.

**15. Return of Unit** On expiration of the Lease Term or if we demand possession of a Unit pursuant to the terms of the Lease, you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 7 and the applicable Application Survey. You will deliver the Unit, at our option, (a) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (b) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 7 and the applicable Application Survey, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. You are obligated to pay holdover rent in the amount equal to 1/30th of the Monthly Rent plus any other costs and expenses for each day following the end of the Lease Term on any Unit that is not returned or purchased pursuant to the terms of this Lease.

**16. Your Assurances and Representations** Each of us intends that: (i) this Lease constitutes a true "lease" and a "finance lease" as such terms are defined in Article 2A and not a sale or retention of a security interest; (ii) you have selected the "Supplier" (as defined in Article 2A) and have directed us to purchase each Unit (excluding any Additional Collateral) from this Supplier; (iii) you were informed, before your execution of this Lease and are hereby informed in writing that you are entitled under Article 2A to the promises and warranties, including those of any third party, provided to us by the Supplier in connection with or as part of the purchase of the Units, and that you may communicate directly with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations on remedies relating thereto; and (iv) we are and shall remain the owner of each Unit (unless sold by us pursuant to any Lease Document), and you shall not acquire any right, title or interest in or to such Unit except the right to use it in accordance with the terms hereof.

You represent and warrant to us that: (a) You will use each Unit for business purposes only and not for personal, family or household use. (b) You will provide all financial information and reporting as we may reasonably require. (c) All credit, financial and other information submitted by you or on your behalf to us in connection with this Lease is and shall be true, correct and complete. (d) You will not change your name, principal place of business or primary residence and, if you are a business entity, your state of formation or form of business organization (including by merger, consolidation, reincorporation or restructure) without prior written notice to us. (e) We may share any of your information provided by you, or gathered by us, with any affiliate of ours that has or may extend credit to you. (f) You will not assign this Lease or any right or obligation under it without our prior written consent.

You agree, at your expense, to do any act and execute, acknowledge, authorize, deliver, file, register, and record any documents that we deem desirable in our reasonable discretion to protect our title or rights in a Unit and our rights and benefits under this Lease. You hereby irrevocably appoint us as your attorney-in-fact for the signing and filing of such documents and authorize us to delegate these limited powers.

You will not remove, disable, or impair any Unit monitoring system such as Cat® Product Link, if the Unit is equipped with such system. You agree to permit Caterpillar Inc. or its subsidiaries or affiliates, including us (collectively "Caterpillar") and Caterpillar dealers to access data concerning the Unit, its condition, and its operation transmitted from the monitoring system. The information may be used: (1) to administer, implement, and enforce the terms of this Lease, (2) to recover the Unit if necessary, and (3) to improve Caterpillar's products and services. You agree that information transmitted may include, among other things, the serial number, VIN, location, and operational and other data, including but not limited to fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

**17. Assignment; Counterparts** We may assign, sell or encumber all or any part of this Lease, the Rent, and the Units with or without notice to you. THE RIGHTS OF ANY SUCH ASSIGNEE WILL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM OR SET OFF WHICH YOU MAY HAVE AGAINST US. If requested by us, you will assist us in the assignment of any of our rights under this Lease. If requested by us, you will also sign a notice of assignment in a form approved by us. If notified by us, you will make all payments due under this Lease to the party designated in the notice without offset or deduction. In connection with any potential or actual assignment, you consent to the sharing of your credit file information, including personal information relating to your principals, with any potential assignee. Upon any assignment by us of our rights under this Lease, and except as may otherwise be provided herein, all references in this Lease to "Lessor", "we", "us", and "our" will mean the assignee. This Lease is for the benefit of, and is binding upon, your and our respective successors and assigns. Though multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged, and certified by us on the signature page as the original will constitute original chattel paper. A photocopy or facsimile of this Lease will be legally admissible under the "best evidence rule." A signed copy of this Lease and any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered. You are hereby notified that we may assign our rights (but not our obligations) under this Lease and in the Units to CF Exchange, LLC, a qualified intermediary, as part of a 1031 exchange.

**18. Effect of Waiver; Entire Agreement; Notices;**

**Applicable Law** Our delay or omission in exercising any right or remedy will not impair such right or remedy. A delay or omission by us will not be construed as a waiver of any Event of Default. Any waiver or consent by us must be in writing. This Lease and the Lease Documents completely state our and your rights and supersedes all prior agreements with respect to a Unit. All notices must be in writing, addressed to the other party at the address stated on the front of this Lease or at such other address as may be furnished in writing. This Lease is governed by and construed under the laws of the State of Tennessee, without giving effect to the conflict-of-laws principles. You consent to the jurisdiction of any state or federal court located within the State of Tennessee. **THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS LEASE, THE OBLIGATIONS, OR THE UNITS.**

**19. No Agency; Modification of Lease; Miscellaneous**

No person or entity, including, without limitation, the supplier or the manufacturer of the Units, is authorized to act as our agent regarding this Lease. No waiver, modification, or change in this Lease will bind us unless provided by us in writing. Oral agreements are not binding. You agree that we may correct patent errors in this Lease and the Lease Documents and fill in blanks including for example correcting or filling in serial numbers, VIN numbers, and dates. Headings in this Lease are inserted for convenience only. Headings do not affect the meaning or interpretation of this Lease. If a provision of this Lease is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Lease is deemed to be usurious, the payment obligation shall be amended and limited to the maximum lawful amount. All obligations under this Lease survive the expiration or termination of the Lease if necessary to give full effect to the terms of this Lease.

**By signing this Lease, you certify that you have read this Lease and all the other Lease Documents, including each Application Survey.**

**SIGNATURES**

LESSOR      **CATERPILLAR FINANCIAL SERVICES CORPORATION**

LESSEE      **LENOIR COUNTY, North Carolina**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 03/03/2014 **ITEM NO.** 12

**RESOLUTION:** Resolution Declaring Property as Surplus and Authorizing the Sale of the Surplus Property by Auction

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:** The Board is requested to declare property as surplus and authorize the sale of the surplus property through the negotiated offer and upset bid process in accordance with procedures set forth in NC General Statute 160A-269.

**HISTORY/BACKGROUND:** The County has acquired various properties over a period of time mainly through tax foreclosures. Some of these properties have structures on them and some are vacant lots. These properties add no value to the operations of the County.

**EVALUATION:** The County owns various properties that are of no useful value to the County. In accordance with procedures set forth in N.C. General Statute 160A-269, County Administration is requesting the approval of the Board to sell the following listed properties through the negotiated offer and upset bid process. The sale of these properties will return them to private owners and add them once again to the tax scrolls.

<u>Tax Department Record Number</u>	<u>Property Description</u>
10908	818 Tower Hill Road, Kinston
22282	Vacant Lot Hwy 70 East, Kinston

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

*MWJ*  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** By the Lenoir County Board of Commissioners that County owned property listed in this resolution be declared as surplus and authorize the County Manager to sell the property through the negotiated offer and upset bid process in accordance with N.C. General Statute 160A-269.

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS \_\_\_\_\_

Yea Votes: Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_

Davis \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Date

**A RESOLUTION OF THE COUNTY COMMISSIONERS OF LENOIR COUNTY  
AUTHORIZING THE FILING OF AN APPLICATION TO BORROW TRUST FUNDS  
FROM NORTH CAROLINA'S EASTERN REGION**

WHEREAS, The County of Lenoir is located within North Carolina's Eastern Region as established by N.C.G.S. 158-30 et seq.; and

WHEREAS, The County of Lenoir is the beneficial owner of a certain share of the Trust Funds collected within the North Carolina's Eastern Region and administered by the North Carolina's Eastern Region Development Commission; and

WHEREAS, The County of Lenoir desires to submit an application for a loan from the Trust Funds administered by North Carolina's Eastern Region in the amount of \$576,923.08 with a one-time, one percent (1%) fee in the amount of \$5,769.23 and zero percent (0%) interest rate for a period of 59 months; and

WHEREAS, These funds are designated only for economic development purposes, including the provision of land, buildings, facilities, programs, information and data systems, or infrastructure required to promote business or industry in the County; and

WHEREAS, These funds will be used to upgrade the sewer system in the Hwy 70 West Industrial Park.

NOW THEREFORE BE IT RESOLVED that the Lenoir County Board of Commissioners approves the filing of an application to borrow Trust Funds from the North Carolina's Eastern Region

Adopted this the \_\_\_\_\_ day of March, 2014

\_\_\_\_\_  
Craig Hill  
Chairman, Board of Commissioners

\_\_\_\_\_  
Martha H. Martin  
Clerk to the Board

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 03/03/14 **ITEM NO.:** 14

**RESOLUTION:** Approving Citizens to Boards, Commissions, Etc.

**SUBJECT AREA:** Boards and Commissions

**ACTION REQUESTED:** Officially and publicly appoint various applicants to various vacancies on boards, commissions, task forces, etc.

**HISTORY / BACKGROUND:** The County Manager/County Clerk advertises vacancies on boards, commissions, committees, task forces, etc. The County Manager/County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply on their own free will.

**EVALUATION:**

The following Boards currently have existing vacancies/expiring terms.

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
US 70 Corridor Commission	John Craft Mac Daughety Brian Lucas Mark Pope <b>1<sup>st</sup> Appearance</b>	December 2014
Lenoir Memorial Hospital Board of Directors	Clifton Harrison (Primary) Holton Harrison (Alternate) <b>1<sup>st</sup> Appearance</b>	March 2018

**CURRENT VACANCIES:**

- Lenoir County Health Board – (1) Optometrist
- Lenoir County Planning Board – Districts One (1), Four (1)
- Kinston-Lenoir County Public Library Board
- US Corridor Commission

**MANAGER'S RECOMMENDATION:**

  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the following appointments are made:

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
US 70 Corridor Commission	John Craft Mac Daughety Brian Lucas Mark Pope <b>1<sup>st</sup> Appearance</b>	December 2014
Lenoir Memorial Hospital Board of Directors	Clifton Harrison (Primary) Holton Harrison (Alternate) 1st Appearance	March 2018

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECOND \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS \_\_\_\_\_

YEA VOTES: Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Davis \_\_\_\_\_

Daughety \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman

03/03/14  
Date

\_\_\_\_\_  
ATTEST

03/03/14  
Date



January 28, 2014

Mr. Craig Hill, Chairman  
Lenoir County Board of Commissioners  
PO Box 3289  
Kinston, NC 28502

Dear Mr. Hill:

The Lenoir Memorial Hospital Board of Directors met last evening and approved the following nominees for consideration by the Lenoir County Commissioners for reappointment to our Board of Directors:

- Clifton Harrison – primary
- Holton Harrison – alternate

The Lenoir County Commissioners appointed Mr. Harrison to the LMH Board in March of 2010. He has served one full four-year term, and is now eligible for another four-year term.

I am enclosing copies of justifications for the above nominees in compliance with the “Guidelines for Selection of Nominees” (copy attached).

If we can provide additional information, please let us know.

Sincerely,

A handwritten signature in black ink that reads "Gary E. Black".

Gary E. Black  
President and CEO

GEB:dl

## CLIFTON O. HARRISON

Clifton Harrison was born on January 26, 1939 in Lenoir County. He and his wife, Joyce, reside at 102 South Charles Street in LaGrange, NC. They have four daughters: Donna, Kim, Lisa, and Kathy.

Mr. Harrison attended Lenoir County Public Schools and received a bachelors' degree in Business Administration from East Carolina University.

Mr. Harrison retired from DuPont after 30 years of service. His role there was Planning/Marketing Coordinator. He is currently chairman of the DuPont Retirees Association. Mr. Harrison continues to be active as a realtor/broker and is owner and operator of Harrison Realty in LaGrange.

Mr. Harrison is also active in community and civic affairs. He is past-president of the LaGrange Rotary Club and the LaGrange Elementary School PTA, and was a member of the LaGrange Jaycees. He is currently serving as LaGrange Town Councilman.

Mr. Harrison and his family are active members of LaGrange First Free Will Baptist Church, where he serves as a deacon.

Mr. Harrison was appointed to the Lenoir Memorial Hospital Board of Directors in March of 2010, and his first four-year term will expire in January 2014. He has been an active member of the Board, serving on the Facility Committee, Quality Assurance Committee, Retirement Committee, and Compliance Committee. He is eligible to serve an additional four-year term.

## **B. HOLTON HARRISON**

B. Holton Harrison is a native of Lenoir County and resides in LaGrange, North Carolina. He graduated from East Carolina University with a Bachelor's Degree in Business Administration. He also obtained a Master's Degree in Education from the University of North Carolina at Chapel Hill.

Mr. Harrison's work experience includes approximately thirty years in the field of education. He served as Principal at several schools in Lenoir County and retired as Principal of Frink Middle School.

Mr. Harrison and his wife, Mary Margaret, live in LaGrange. They have two children, two grandchildren, and one great grandchild.

Mr. Harrison has been active in community affairs. He is a member of the LaGrange Rotary Club and was named Rotarian of the Year in 1996. He is a former member of the LaGrange Chamber of Commerce and was awarded their Citizen of the Year Award in 1995. He has also been involved with the Boys Scouts of America and the LaGrange Christmas Parade Committee. Mr. Harrison has also served as a member of the LaGrange Town Council, the LaGrange Redevelopment Foundation Board, and the Lenoir County Junior Miss Committee. He currently serves on the LaGrange Arts Council Board. He is also an active member of the Community Baptist Church in LaGrange, where he serves as a deacon and trustee.

Mr. Harrison served as a member of the Lenoir Memorial Hospital Board of Directors for two four- year terms, from April of 1994 through January of 2002. During his tenure on the board, Mr. Harrison served on the Retirement Committee, the Quality Assurance Committee, and the Bio-Ethics Committee.

**TO:** Chairman and Members of the Board  
**FROM:** Mike Jarman, County Manager  
**DATE:** March 3, 2014  
**SUBJECT:** Items of Interest

1. Education Summit: Monday, March 17, 2014, 5:30 pm: Lenoir County Public School's Boardroom
2. NCACC: February 25, 2014: Email: Economic Development Task Force Symposium  
NCACC Legislative Update: District Meetings
3. Sales Tax: FY 2013-14



Lenoir County  
Local Government

Mike Jarman <mjarman@co.lenoir.nc.us>

## NCACC E-News Update: Economic Development Task Force to host listening tour, symposium

1 message

NCACC <ncacc@ncacc.org>

Tue, Feb 25, 2014 at 3:47 PM

To: "mjarman@co.lenoir.nc.us" <mjarman@co.lenoir.nc.us>



### NCACC Economic Development Task Force announces listening tour, symposium

The Association's Economic Development Task Force is engaging in March and April in efforts to provide all 100 counties with opportunities to share their experiences with economic development in their counties and regions, and voice their opinions on how policy should be shaped at the state level to ensure county governments can most effectively help grow their local economies. A series of four economic development "listening tour" stops in March and early April will showcase successful county economic development endeavors – including examples of partnerships between neighboring counties and between a county and the state of using a county's inherent resources and traditional economy to spur new business and regional anchors. Counties are encouraged to bring their regional partners and experiences – good and bad – with economic development and recruitment.

Each tour stop will begin at 3 p.m. and end no later than 5 p.m. There is no charge to attend, but registration is requested. Tour stops are as follows:

- Thursday, March 6 – Vance County
- Tuesday, March 11 – Lenoir County
- Tuesday, March 18 – Henderson County
- TBA – Cleveland County

The task force is also hosting an Economic Development Symposium on April 29-30 to bring county officials together with industry experts and business leaders for a day-and-a-half of learning and interaction. Facilitated

sessions will not only provide a look into what business leaders and economic development consultants consider paramount when they are looking to start, grow, expand or relocate a business or industry, but also a forum for county officials to share their thoughts on what's needed to create local economic growth – and what policies inhibit growth and need to be eliminated. There is a \$35 registration fee for the Symposium, which will be held at the Quorum Center in Raleigh. Registration will be made available soon.

## Register now for 2014 District Meetings

Each spring, the NCACC hosts a series of District Meetings throughout the state. The meetings are an integral part of the NCACC's grassroots advocacy program and offer county commissioners and management staff an opportunity to learn about the latest legislative developments in Raleigh, to network with officials from other counties, and to learn about the latest NCACC programs and services. There is no cost to attend the meetings, which begin at 5:30 p.m. and include dinner. There is no registration fee to attend, thanks to the generosity of our sponsors, but you must register in advance so that we will have an accurate count for meals. The 2014 District Meetings will be held at the following locations:

- March 26 – Moore County
- March 27 – Rockingham County
- April 2 – Haywood County
- April 3 – Catawba County
- April 9 – Bertie County
- April 10 – Onslow County
- [Click here to register for a district meeting.](#)

## Save the Dates for 2014 County Assembly Day and Annual Conference

The NCACC will host its annual County Assembly Day on Wednesday, May 28, at the Quorum Center in Raleigh. Speaker of the House Thom Tillis and Senate President Pro Tem Phil Berger have been invited to speak, and NCACC staff will provide an update on key county legislative issues, including efforts to increase the lottery appropriation to counties for school construction needs. The event will begin at 9:30 a.m. After lunch, attendees will visit the N.C. General Assembly. County officials are encouraged to arrange for meetings with their legislative members during the afternoon. The NCACC's annual reception to honor members of the General Assembly will begin that evening at 5:30 p.m. Registration information will be posted soon but please mark the date on your calendar now and plan to attend. The NCACC Board of Directors voted to waive the registration fee for county commissioners for this year.

The NCACC's 106<sup>th</sup> Annual Conference will be held Aug. 14-17 in Buncombe County. The Annual Conference is the NCACC's premier educational and networking event. Registration will open in May, but please mark the dates on your calendar now and make your plans to attend.



Lenoir County  
Local Government

Mike Jannan <mjarman@co.lenoir.nc.us>

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## NCACC Legislative Update video

1 message

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**Todd McGee** <todd.mcgee@ncacc.org>  
To: County Clerks <countyclerks@ncacc.org>  
Cc: County Managers <CountyManagers@ncacc.org>

Mon, Feb 24, 2014 at 8:31 AM

Clerks and managers,

Below is a link to the latest legislative update video from the NCACC. We would like for you to play this at your first Board meeting in March as a kickoff to our preparations for the district meetings and the 2014 short session.

<http://www.youtube.com/watch?v=eDbhnkMxySA&feature=youtu.be>

If you need it in another format, please let me know. We can make a version for download if need be.

Thanks,

Todd McGee

Public Relations Director

North Carolina Association of County  
Commissioners

Phone (919) 715-7336 | Fax (919) 733-1065

[www.ncacc.org](http://www.ncacc.org)

[www.welcometoyourcounty.org](http://www.welcometoyourcounty.org)



# SALES TAX FY 2013-14

MONTH	DATE RECEIVED	% OF FISCAL YEAR	ARTICLE 39 *1%	ARTICLE 40 *1/2%	ARTICLE 42 *1/2%	ARTICLE 44 **1/2%	TOTAL
JULY 2013 ***	15-Sep	0.00%	-336,340	-156,043	-74,059	-118	-566,560
AUGUST	15-Oct	8.33%	327,479	142,921	75,458	1,697	547,555
SEPTEMBER	15-Nov	16.66%	323,103	138,804	76,768	-431	538,244
OCTOBER	15-Dec	25.00%	312,255	139,964	70,341	1,384	523,944
NOVEMBER	15-Jan	33.33%	269,551	119,091	61,730	664	451,036
DECEMBER	15-Feb	41.66%	321,189	143,961	72,195	843	538,188
JANUARY	15-Mar	50.00%					0
FEBRUARY	15-Apr	58.33%					0
MARCH	15-May	66.66%					0
APRIL	15-Jun	75.00%					0
MAY	15-Jul	83.33%					0
JUNE	15-Aug	91.66%					0
JULY 2014	15-Sep	100.00%					0
TOTAL			1,553,577	684,741	356,492	4,157	2,598,967
BUDGET			3,750,000	1,600,000	800,000	0	6,150,000
% RECEIVED			41.43%	42.80%	44.56%	#DIV/0!	42.26%

\* NET OF SCHOOLS AND FIRE DISTRICTS

\*\* ALL TO GENERAL FUND

\*\*\* JULY 2013 SALES TAX REVENUES ARE TO BE RECORDED IN PRIOR YEAR SALES TAX REVENUES BY THE AUDITORS.

THIS IS AN AUDITING REQUIREMENT ISSUED BY THE OFFICE OF STATE TREASURER. SEE THE ATTACHED MEMO FOR FURTHER CLARIFICATION.