

LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA
MONDAY, MARCH 7, 2011 – 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: None

1. **Items from Chairman/Commissioners: 5 Min.**
2. **Items from County Manager: 5 Min.**

Board
Jarman

CONSENT AGENDA: 10 Min.

ACTION
Green/Jarman

3. Approval of Minutes: Regular Board Meeting: February 21, 2011
4. Resolution Approving the Release and Refunds to the Individuals Listed Herein

Parrish/Martin

END OF CONSENT AGENDA

BUDGET ORDINANCE/RESOLUTIONS: 25 Min.

5. Resolution to Acknowledge and Recognize the Retirement of Jack Jones From Lenoir County Department of Social Services

Board

6. Ordinance Amendment to the Lenoir County Animal Control Ordinance Adopted July 6, 1992

Huff

7. Resolution Approving Declaring Property as Surplus and Authorizing the Sale of Surplus property by Auction

Martin/Jarman

8. Resolution Authorizing Contract for an ATM License Agreement with: Premier ATM Services, LLC

Parrish/Martin

9. Resolution Authorizing the Execution of an Addendum to the Sales Tax Audit Contracted Dated October 18, 2004 with Tax Reduction Specialist: Sales Tax Re-allocation Audit

Martin/Hollowell

10. Budget Resolution Approving Purchase Order for CDS: \$23,058

Bryan/Martin

11. Budget Ordinance Amendment: General Fund: Finance/Governing Body/Human Resources: \$40,072: Increase

Martin/Jarman

12. Resolution Approving Extension of Existing Copier Lease: Carraway Office Solutions, INC. (Daughety's Office Equipment)

Hollowell/Martin

13. Resolution Approving Citizens to Boards, Commissioners, Etc. **5 Min.**

Green

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

ADJOURN

DATE: March 7, 2011

Items from Chairman/ Commissioners

- Resolution from Commissioner Eric Rouse
- Transportation Committee



Eric S. Rouse
Lenoir County Commissioner
District 2

2856 Alton Phillips Road
Kinston, NC 28504

Phone: 252-523-3558
Fax: 252-523-2641

RESOLUTION ON THE HIGHWAY 70 MEDIAN PROJECT

WHEREAS, we the Lenoir County Commissioners understand and gratefully acknowledge that the North Carolina Department of Transportation in this Division has already made every attempt to help accommodate the businesses that will be affected along the highway 70 median project between highways 258 south and 58 to alleviate or greatly reduce their economic loss, and

WHEREAS, we the Lenoir County Commissioners understand that these are difficult economic times and it is in the best interest of our citizens to be supportive of our local businesses and their attempts to stay profitable and retain full employment for our citizens; and

WHEREAS, it is apparent to this Board of Commissioners that the highway 70 median project between highways 258 south and 58 in Lenoir County continues to be controversial; and

WHEREAS, citizens of the County are fearful of losing ease of access to the business frequented and located along the highway 70 median project between highways 258 south and 58.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners for the County of Lenoir as follows:

We the Lenoir County Commissioners request to the North Carolina Department of Transportation that the median project between highways 258 south and 58 in Lenoir County not continue forward because of its potential economic impact on the community and affected business.

TO: Chairman and Members of the Board
FROM: Mike Jarman, County Manager
DATE: March 7, 2011
SUBJECT: Items of Interest

1. Letter of Appreciation
2. Notice: Youth Town Hall Meeting presented by The Kinston-Lenoir County Chamber of Commerce: April 2, 2011

Date sent: Tue, 01 Mar 2011 17:35:25 -0500
From: "Bill Ellis" <Bill.Ellis@ci.kinston.nc.us>
To: "mjarman@co.lenoir.nc.us" <mjarman@co.lenoir.nc.us>
Subject: Fwd: THANK YOU !!!!

>>> "McCarthy, Christine A" <Christine.McCarthy@emoryhealthcare.org> 3/1/2011 3:06 PM >>>
Hello Jenny and Bill,

As a Mom of one of the Plebe's on Navy's baseball team, i just wanted to send along a HUGE and heartfelt thank you to you and all in Kinston who obviously put SO MUCH work into making this past weekend's "Freedom Classic" such an awesome event !! It was so special to see all the Vets out dressed and carrying flags, to see Servicemen honored on and off the field, Cub Scouts and families displaying that magnificent flag, the AMAZING Bagpiper, the wonderful singers – that woman on Sunday was TERRIFIC and of course the little one was the best !! The dinner and speakers on Saturday night were both unforgettable and of course the spirit all of your friends and neighbors brought to the event was infectious and smile inducing :) I had a wonderful , wonderful visit to Kinston , NC and will not soon forget how happy i was to see my son, all his teammates and families, and his AF comrades so well taken care of and celebrated !!!

Please pass along my sincere appreciation to all who did SO VERY MUCH !!!!! I will forever fondly remember my visit with you all and certainly hope to be back next year !!

Big hugs,

Chris

Christine McCarthy, MS, APRN-BC
Associate Director, Clinical Coordinator
Emory Breast Center
Ste C2004J/Bldg C
1365 Clifton Rd. NE
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Please Save the Date

The Teens and Kids Who Care Leadership Academy
invite you to participate in a

Youth Town Hall Meeting

Area students are learning leadership skills and will be preparing questions for this panel discussion.

April 2 from 10:30 to 1:30 (lunch is included)

More information with location and event details to come.

The **Teens and Kids Who Care** Program provides training, educational opportunities and a student recognition program designed to empower Lenoir County youth. Our overall objective is to provide leadership opportunities, knowledge and skill building to empower youth to make positive life choices during the ages in which many important life decisions are affected by peer pressure and negative behaviors such as teen pregnancy, teen violence, gang membership and drug and alcohol abuse. The **Teens and Kids Who Care** Program includes a **Saturday Service & Leadership Academy** which began on Saturday, January 29, 2011. Our overall goal is to annually groom at least 50 Black, White and Latino youth between the ages of 11 and 18 for future civic, social and professional leadership and decision-making by accomplishing the following objectives:

- Expose students to life skill development training
- Begin forming networks of influence by establishing positive peer groups among youth and,
- Provide structured meaningful environments and experience for students to “practice” the leadership and influence skills learned.
- Provide numerous opportunities and support for youth to design and lead service projects in their community.

*This project is funded through NC General Assembly Dropout Prevention Grant,
and the NC Department of Administration Martin Luther King Commission mini grant.
Partnership for Children of Lenoir and Greene Counties is the sponsoring agency.*

*The Kinston-Lenoir County Chamber of Commerce and Lenoir County Education Foundation providing
assistance for the Youth Town Hall meeting.*

Laura Lee Sylvester, President
Kinston-Lenoir County Chamber of Commerce
252-527-1131
301 N. Queen St., Kinston, NC 28502
www.kinstonchamber.com



MINUTES
LENOIR COUNTY BOARD OF COMMISSIONERS
February 21, 2011

The Lenoir County Board of Commissioners met in open session at 4:00 pm on Monday, February 21, 2011 in the Board of Commissioners Main Meeting Room in the Lenoir County Courthouse at 130 S. Queen St., Kinston, NC.

Members present: Chairman George Graham, Vice-Chairman Reuben Davis and Commissioners, Jackie Brown, Mac Daughety, Tommy Pharo, and Eric Rouse

Members Absent: Linda Rouse Sutton upon a motion to excuse Ms. Sutton by Ms. Brown and a second by Mr. Graham, Ms. Sutton was excused.

Also present were: Michael Jarman, County Manager, Martha Martin, Finance Officer, Robert Griffin, County Attorney, Latanya L. Green, Clerk to the Board(Interim), and members of the general public and news media.

Chairman Graham called the meeting to order at approximately 4:00 pm. Ms. Brown offered the invocation and Mr. Graham led the audience in the pledge of allegiance.

PUBLIC INFORMATION

Presentation of the N.C. 11 North Corridor Study, by Alex Rickard, Eastern Carolina RPO. Mr. Rickard stated in 2004 the North Carolina Department of Transportation (NCDOT), Department of Commerce (NCDOC), and Department of Environment and Natural Resources (NCDENR) came together and created the Strategic Highway Corridor initiative. The primary purpose of this initiative is to provide a network of high-speed, safe, reliable highways connecting economic generators and creating greater mobility across the State. The Strategic Highway Corridor plan identifies NC 11 North as a future freeway facility. The US 264 Southwest By-pass in Pitt County will provide a freeway facility from US 264 west of Greenville to NC 11 south of Ayden. The NC 11/ 55 Connector project in Lenoir County will provide a full controlled freeway facility from the NC 11/NC 55 intersection northeast of Kinston to US 70. Once the two projects are complete the last uncontrolled section of the corridor will be the 12-mile stretch between Ayden and northeastern Kinston. It is this 12-mile potential bottleneck that is the focus of this study. Presentations related to this project will be made to Governing Boards of Pitt and Lenoir County, Ayden, Grifton and Kinston. The presentations will outline the project's need and background, and will include the Conceptual Improvement Maps depicting the conceptual corridor improvements created by the Work Group, RPO and NCDOT Division 2 staff. The workshops will solicit the public's input regarding the conceptual corridor improvements and answer their questions. Mr. Rickard stated that the physical improvements to NC 11 will be accomplished by one or more projects being added to and funded by the State's Transportation Improvement Program (STIP). The project is expected to take about twenty years to complete.

Presentation of 2010-2011 Secondary Roads Program, by Preston Hunter, District Engineer. Mr. Hunter presented a listing of unpaved secondary roads showing the priorities and the roads for which right of way is unavailable. This program is a combination of the Highway Fund and the Trust Fund Allocation. Upon a motion by Mr. Davis and a second by Mr. Daughety the Board approved the resolution to support the Secondary Roads Program.

ITEMS FROM THE CHAIRMAN/COMMISSIONERS

Mr. Graham asked that an item from the Health Department be considered – this was a Budget Amendment in the amount of \$16,000.00, to be used in planning activities related to the Pandemic Flu Plan or Epidemiologic Response Plan. Upon a motion by Ms. Brown and a second by Mr. Pharo, the Budget Amendment was approved by common consent. There were no items from Mr. Graham, but he stated that Mr. Rouse had asked to present a Resolution to review and approve House Bill 5, which Mr. Rouse asked Mr. Griffin to read. After the Resolution on House Bill 5 was read, Mr. Rouse stated this has been a long fight. We have been elected to support everyone, not just the citizens of our county. We send out troops to foreign countries to fight for liberty and then tyranny is practiced right here in North Carolina. This law is legal but it does not make it right. Hitler sanctioned killing a bunch of people and it was not right. At one time slavery was legal and that was not right. We as Commissioners were elected to represent the people and do what is in their best interest. These people moved to the county years ago living peacefully and paid their taxes. To allow these people to be annexed and for them to face an uncertain future where they can't afford the new taxes, with the service they are getting not any better than what they already have, and a sewer service substandard from what the city has granted to other annexed areas is not right. Mr. Rouse stated he would like for everyone to come together and do what is right for the people. The question that is asked is "Is this legal"? Some will say this is not legal and that House Bill five cannot repeal a local power. Mr. Rouse argues the fact it can be repealed. Power is derived from the state. The state gives the power and the state can take it away. Our representative is saying that citizens are pleading for help and do not want this forced annexation. Consider how it would feel if this were happening to you. Any personal convictions don't matter, we're talking about our citizens. What you are voting on is legal. This is the way the people of North Carolina set things up when this state was created. They decided that the state at any time can repeal anything. They grant the city a charter but they grant us more power and they can take it away. It is perfectly legal we have an opportunity to support our voters who have fought long and hard for this with lots of money. The public is in support of repealing this. Mr. Graham thanked Mr. Rouse for the time he took in studying this matter. Mr. Graham stated he does not agree with everything said, but he only has one vote also. Mr. Graham questioned whether we want the authority to mandate to another government agency and he too does not support forced annexation. There is a program that was reported in the February 21, 2011 newspaper where The Association of County Commissioners and League of Municipalities stated they will advance this argument further and machinery is in place in the capitol and legislature to make some changes in this bill or policy this year, based on what was stated in the news. We want to do what is right but we must be careful how we tread in someone else's affairs. We do not want the city or the state to come to the Commissioners trying to undo what has already been done that is legally correct. Mr. Rouse stated we do not have the power, we are asking for support in letting the state legislative body know that we do not think forced annexation is right and it is in the state's power to repeal this. One of the questions is, "Is this morally right"? The second question is "does House Bill 5 give the State the power to repeal forced annexation"? Mr. Rouse stated this is very close to slavery. We are taking someone who has no voice and enslaving them to pay their bills. An example of this would be not paying your taxes and them having your property sold. It is not fair, this is a moral issue. As Americans and as human beings we should feel obligated to support North Carolinians as our forefathers set and established the laws set forth in House Bill 5, and the appeal process. We need to support this to

let our representatives and senators know we support them so they will work with us in the future. Mr. Graham stated they will work with us because they are elected to represent Lenoir County and we are challenged with the responsibility of doing the right thing. We will treat another government with respect and dignity by not trying to get in their business. If five members on a Kinston City Council voted to take legal action and this was done legally, then to have another body dismantle what was done, can be viewed as being disrespectful to the City. Mr. Rouse stated this is like a sibling argument with the city. The father has all the power to take it away. Mr. Pharo stated we are elected by the people of the county and the people have spoken and said they are against forced annexation. We work for the people, and although many public hearings have been held, they had no voice in this annexation. There are 48 states that do not allow forced annexation and we need to be number 49. Mr. Davis asked how many cities in this country could survive if they did not have the authority to annex. Mr. Davis stated he is not in support of forced annexation in the Falling Creek Area and is not in favor of taking the City's legal right to grow their territory and survive as a municipality – what would this do in the future, would we be taking away the City's ability to annex?. Mr. Rouse stated that Hillcrest, one of the wealthier neighborhoods, asked to be annexed by the City. Voluntary annexation is fine, but involuntary annexation is where the issue lies. He also said that legally, this is the way the citizens of North Carolina had established the system whereby the State has the power to issue and take away. We were not elected to represent the citizens of the City, but we do represent them as Lenoir County citizens. Our loyalty is to the citizens of Lenoir County, and we owe it to them to listen to their cries for help they have given over the years.. Mr. Davis again asked if they voted in favor of House Bill 5, would it not take away the City's ability to annex in the future, since no one would volunteer to be annexed? Mr. Rouse stated that he knew a citizen that had asked the City to consider him for annexation, because of the benefits that would be afforded. Mr. Pharo again stated that 48 states do not allow involuntary annexation, and those states do not have a problem with growth. Mr. Davis said that the County is not in the annexation business, but he does not want to restrict the City of Kinston or any other municipality from future growth. Mr. Daughety stated that forced annexation does not restrict the city from future growth, this would restrict them from forcing future annexation. If the city can only grow through forced annexation then they have more problems they need to worry about besides forced annexation. There are six counties that allow forced annexation and there must be something the other 94 see that we don't. If you live in the section that is being annexed and then you are forced to pay county and city taxes, that is taxation without representation. These people are being forced to pay taxes they did not vote on and taxed anyway. This goes back to the British and Colonist and how we got here. If the city can annex when they want and impose this on people against their will, this violates the Constitution of the United States. If there is an issue with the City of Kinston with growth then they need to address it in a different way, and hopefully with the things that the county is doing with the roads, GTP, and Spirit there will be plenty of growth in the city and county with plenty of chances to resolve this issue. Even though in the end it will be meaningless because there will be a resolution state wide to outlaw this, Mr. Daughety states he would vote to support House Bill 5. Mr. Jarman asked the commissioners to support one of multiple bills that opposes or reforms annexation, without going over a local Board. Mr. Rouse said we are not over riding anyone, we are saying we support the state. Mr. Jarman asked could we say statewide. Mr. Rouse said it will probably come down the road, but his first concern is Lenoir County. Mr. Pharo stated to his understanding there is not a bill statewide, there are several bills like House Bill 5, this is one of the few. Mr. Daughety

stated there is one in Lexington in process, but there is not a formal bill yet, to do this statewide. Mr. Graham stated that Kinston is a part of Lenoir County, and Kinston is the capitol of Lenoir County, so as Kinston goes the county goes. It is our responsibility to support, assist and help Kinston and we can't serve one district and forget about the other. Mr. Barker was asked to speak as a member of the City Council, to walk through the process and he was asked if it bothered him to have another body rescind the City's action. Mr. Barker stated there was some debate at the House Committee on annexation, but there has been no definitive answer yet. In terms of having another body come in and overturn a decision, he said it was like the analogy given earlier of the father child relationship with the father saying it is okay to do this and then the child being grounded for doing it. He said he was in a funny position, since as a council member he voted against forced annexation and he agreed substantial annexation reform is needed. He feels he is in an awkward position, because it is hard to defend the forced annexation process, even though it was done legally, and so far, has been upheld in the court system. For Mr. Barker there is no debate even though it passed with a 3-2 vote, and there is a law on the books giving that power to cities, and he is not aware of any limitations. Mr. Barker stated he is not in support of forced annexation and that is what he stated to the House Committee. Mr. Barker stated he felt it is best to have a resolution opposing forced annexation. Mr. Rouse asked if Mr. Barker agreed the State has the power to repeal this ordinance. Mr. Barker answered, the state granted the ability to have that ordinance. Mr. Daughety told the group that Rep. LaRoque was in the audience and would like to address the Board. Rep. LaRoque stated he would like to address some of the comments that had been made. First was that this annexation is not complete until the last court is heard and ruled. The majority of the annexations in North Carolina are voluntary not involuntary, and if they lose the current right to involuntary annex there will still be annexations. Rep. LaRoque stated he hopes to have a bill within two to four weeks, that will oppose all forced annexations.. Rep. LaRoque stated that the citizens were told to contact their legislators and they did, and asked the Board for help in supporting the people. The vast majority of Lenoir County is opposed to forced annexation. Rep. LaRoque asked the Board to support this House Bill 5, and stated the board's vote will not have an effect on whether House Bill 5 passes, but that it sends a clear, convincing message to the citizens as to where you stand on the issue. Kinston has 22,000 people and 34,000 live outside the city and he has not met anyone that is opposed to House Bill 5, yet there are people that are opposed to forced annexation. He states that all annexations are not handled legally, and that there have been three violations of statutes. One of those violations is the splitting of tracts - Tommy Lee admitted under oath that tracts had been split on Daly Waldrop Road, and one at Galaxy Mobile Home Park. Had the tracts not been split, the density level would have fallen under the legal statutory limit needed for annexation. The second violation was the sewer plant. You have to abide by the sewer plan that is in place at the time of the annexation approval. The last annexation of Hillcrest, gave the citizens there 10 years of free sewer and maintenance, and 5 years at half rate, before being charged full price. This was not done for the Falling Creek citizens, who will have to pay \$2,500 for their sewer bunker. The vote today will send a clear message where we stand, if this annexation were popular, it would have passed by more than a 3-2 vote. The reason why this is going through the House Finance Committee is so we can abide by House rules and so the City of Kinston will not have the legal right to sue. Rep. LaRoque also wanted to address the Resolution that opposed Senate Bill 13 – a bill that both he and Senator Brent Jackson voted for and support. He stated there has been a lot of misleading talk about Senate Bill 13, and he has been negotiating with the governor's folks to help them feel more comfortable about it. Senate

Bill 13 does take funds from the One NC Fund and the JDIG Fund, \$8 million. This has been offered back to the Governor to assist in balancing the budget. Sixty-seven million dollars will be taken from the Golden Leaf Fund, one year's payment, which still leaves them with \$600,000,000, plus interest. This gives the Governor \$400 million to help balance the budget for next year. Some of the makeup (\$829 million) will come down to the County Level for buying school buses and paying workers comp if these funds are not made available. Rep. LaRoque stated he does not want to do this, because it will raise local property taxes and asked the Board to table it or vote it down. I think today when it comes to Senate Bill 13, and Senator Jackson and I talked this afternoon, I think it is best if you either table it, or vote it down, because the message you are going to send to both of us, who fully support it, is that you are not going to be supportive of us, and both of us believe and know a lot about that bill, and what's in it and negotiated on it, and I think it is the wrong move for you to vote in favor of that today. Mr. Pharo asked if this kills any current monies set aside for current projects? Rep. LaRoque stated that any promise that has been made to a company for money will still be there and the governor has also been told that any job opportunities will be addressed. The Board thanked Mr. LaRoque for his comments. Mr. Graham stated that annexation laws are in the process of being modernized and to let it flow through the North Carolina Association of County Commissioners and the League of Municipalities, since we have lobbyists there. Mr. Graham asked to table this until next meeting to see if any new bills are out and to allow Ms. Sutton have her input. There are some who will be for and some against. It is how some things are interpreted and processed, and all Board members old and new want to do what is right for Lenoir County. A motion to vote for the resolution to support House Bill 5 was made by Mr. Rouse and seconded by Mr. Pharo. Mr Graham asked to call the vote, which was Rouse-yes, Davis-no, Graham-no, Pharo-yes, Brown-no, and Daughety-yes. Since the vote was split, the item was tabled.

ITEMS FROM THE COUNTY MANAGER

Item No. 2 was items from the County Manager. Mr. Jarman stated deposits were accepted in the past on Quinerly Street for a \$500 bid and Blount Street for a \$1,200 bid. The persons making these deposits have forfeited their rights to the property. Other interested parties have bid \$500 for Quinerly Street and \$1,200 for Blount Street. Mr. Jarman asked the Board to decline a bid for W. Washington St. in the amount of \$1,250. and approve the bids for Quinerly and Blount Streets. Upon a motion by Mr. Davis and a second by Mr. Graham the Board unanimously approved. Mr. Jarman stated the Governor's proposed budget will take lottery money allocated for debt service. It will cost the County 1 million dollars a year to cover the lost revenue. The corporate tax rate will be cut from 6.9 to 4.9. Also, the Corporate ADM Tax, used for the Public School Building Capital Fund will be eliminated. This will cost the County \$350,000 to \$500,000 a year. These monies are used to replace boilers, roof, etc. Mr. Jarman stated laws are vague on school funding. School bus replacement could become a County responsibility. This would cost \$650,000 a year. The county would also assume responsibility for workers comp for local college employees and Lenoir County Public School employees. The budget also calls for the County to be liable if an accident happens with school buses.

Upon a motion by Ms. Brown and a second by Ms. Sutton, the Board unanimously approved the Consent Agenda

3. Approval of Minutes: Regular Board Meeting: February 07, 2011

4. Budget Ordinance Amendment: General Fund: Finance/Sheriff's Department \$1,751: Increase

PROCLAMATION/BUDGET ORDINACE/RESOULTIONS

Item No. 5 was a Resolution approving acceptance of a Community Sparkplug Grant in the amount of \$3,000 to support healthy food and cooking demonstrations at the Lenoir County Farmer's Market. The Lenoir County Farmer's Market provides community access to local foods and produce. The mission of Community Sparkplug projects is to promote and encourage healthy eating and increased physical activity. The goal of the project is to encourage local citizens to feel comfortable using more fruits and vegetables in their diet. Upon a motion by Ms. Brown and a second by Mr. Daughety Item No 5 was unanimously approved.

Item No. 6 was a Resolution approving Ernie Everett Site Prep, Inc. for Bulldozer, Tractors and Leveling of 11,000 Cubic Yards of Dirt from Sanderson Farms Processing Plant for the Future Lenoir County Soccer Complex. The purchase order is in the amount of \$9,000 for the leveling and erosion control fencing for 11,000 cubic yards of dirt. Sanderson Farms donated 11,000 cubic yards of top soil to the Kinston/Lenoir County Parks and Recreation Department for the soccer complex. Upon a motion by Mr. Pharo and a second by Mr. Daughety Item No. 6 was unanimously approved.

Item No. 7 was as Resolution to approve a purchase order for 135 copies of Microsoft Office Access Database Software at a Price of \$16,697. Microsoft Office Access database software will allow the Department of Social Services to create databases internally to organize the large amount of information within our agency saving time and money. Other Departments of Social Services in our State use this software to gather and organize tremendous amounts of data while saving administrative time and creating valuable agency forms and reports. For example, the software is used to create automated monthly day sheets that are the basis for DSS reimbursement. The database this software offers will eliminate the need to maintain paper forms, reduce administrative time spent keying days sheets into the state system and allow the agency accounting unit to oversee reimbursement coding. Wilson and other counties share their program designs for free and this would allow us to implement various time saving systems immediately. Upon a motion by Mr. Pharo and a second by Ms. Brown Item No. 5 unanimously approved.

Item No. 8A was a Resolution authorizing acceptance of a Grant from the North Carolina Department of Juvenile Justice and Delinquency Prevention (DJJDP) to provide funding for the Lenoir County Youth Based Positive Behavior Support Program. The State of North Carolina has received funding from the American Recovery and Reinvestment Act of 2009. The North Carolina Department of Juvenile Justice and Delinquency Prevention (DJJDP) accessed approximately \$5 million of this funding through a grant applied for by the Governor's Crime Commission (GCC). DJJDP gave access to these monies to each of the local Juvenile Crime Prevention Councils (JCPC) in the State. These funds were slated for 3 project areas, Gang Assessment, Evidence Based Practices/Programs, and Gang Assessment/Evidence Based

Practices/Programs. The Lenoir County Schools will administer the grant. The schools have agreed to support the grant with in-kind funds and provide an office area for the position created by the grant funds. Upon a motion by Ms. Brown and a second by Mr. Daughety Item No 8A was unanimously approved.

Item No. 8B was a Budget Ordinance Amendment: General Fund: Process Funds: \$50,000: Increase. This amendment is used to appropriate fund from the NC Department of Juvenile Justice Prevention Program (DJJPP). This grant will provide funding for Lenoir county youth based on positive behavior support. The funded is being received through the Governor's Crime Commission and is part of the area funding of 2009. This is a pass through grant with the funds being paid to the Lenoir County Public Schools. Ms. Croom stated this program will help reduce disciplinary actions at Rochelle Middle school. There has been a decrease of 85%, increase in parent contacts. Upon a motion by Ms. Brown and a second by Mr. Daughety Item No. 8B was unanimously approved.

Item No. 9 was a Budget Ordinance Amendment: General Fund: Emergency Telephone Fund: Emergency Medical Services: \$70,000: Mr. Dail stated that this amendment is to reverse the Budget Amendment G-34. The money should not have been moved out of the fund balance of fund 24, per the instructions received at the video conference on February 11, 2011. Upon a motion by Ms. Brown and a second by Mr. Daughety Item No. 9 was unanimously approved.

Item No. 10 was a Budget Ordinance Amendment: Community Development Block Grant: Hwy 70 Industrial Park Water Project: \$179,579.44: Decrease. Ms. Martin stated the amendment is to de-obligate grant funds from the Rural Center – NC Economic Infrastructure Program in the amount of \$179,579.44. The County administered this grant on behalf of the City of Kinston to increase and improve the water lines and improve water presses. This is to provide a more reliable source of water service. The improvements are necessary to be able to serve the Smithfield Plant, West Pharmaceuticals, Sanderson Farms and the new Shell Building. This grant was used with a CDBG-ED Grant and a local match from the City of Kinston. The project did not cost as much as had been anticipated, so the remaining unexpended funds had to be de-obligated. Upon a motion by Ms. Brown and a second by Mr. Daughety, Item No. 10 was unanimously approved.

Item No. 11 was a Budget Ordinance Amendment: Solid Waste: Landfill: \$522,785: Increase. Ms. Martin stated this is a mid-year budget amendment to more accurately reflect actual revenues, expenditures, and projections for the remainder of the fiscal year for the solid waste fund. Upon a motion by Mr. Davis and a second by Mr. Pharo, Item No. 11 was unanimously approved.

Item No. 12A was a Resolution appointing J. Mac Daughety and B.J. Murphy as the US 70 Corridor Commission Subcommittee members. Mr. Daughety stated that the Mayor's relations with the city council are stressful at this time. The city questioned the replacement of Brian Lucas. All the other counties have one member. The bigger problem is that Mr. Murphy is not a voting member. It was suggested that both be appointed in the event one member has to resign. Mr. Daughey stated it is fine with both he and Mr. Murphy being on the committee. Mr. Daughery stated he will get input from the City at the joint meeting on 2/22/11. Upon a motion

by Mr. Davis and a second by Mr. Pharo the Board unanimously approved Mr. Daughety to be the appointment to the subcommittee and to table the appointment of Mr. Murphy.

Item No. 12B was Resolution endorsing improvements at Mt. Vernon Park Drive and US 70. Approximately 3 years ago the Lenoir County Board of Commissioners recommended the removal of the traffic signal located at Mount Vernon Park Drive and U.S.70. This recommendation did not follow the normal procedures and thus was not addressed by the Lenoir County Transportation Committee. As a result, the issue put the City of Kinston in the position of hearing citizens concerns about the removal. Over the past few months, the City of Kinston has turned to the Transportation Committee for a recommendation. Last month, the Transportation Committee heard data from DOT Safety Engineer, Haywood Daugherty, who provided the committee with four possible options to improve the intersection. At the February 16, 2011 meeting of the Transportation Committee, City of Kinston Manager, Scott Stevens, offered a recommendation to consider a Smart Street Design for the intersection. The Smart Street Design was Option 3 of the 4 options presented by DOT.

The design would call for:

- The removal of the eastbound traffic control heads,
- Allow a traffic light controlled eastbound leftover into Mount Vernon Park that also allows for a U-turn onto the westbound lanes,
- Keep the westbound traffic control heads,
- Eliminating the left turn at the intersection for westbound traffic and only allowing right turns out of Mount Vernon Park.

A resident of the Mount Vernon Park community also spoke to the committee and recommended that the light be left as is, but if altered, he accepted Option 3 as described above as the best alternative. Upon a motion by Mr. Davis and a second by Mr. Pharo the Board unanimously approved

Item No. 13 was a Resolution to add Forrest Hill Road to the state road system. Upon a motion by Mr. Pharo and a second by Mr. Graham, the Board unanimously approved.

Item No 14 was a resolution to support Economic Incentives being targeted by Senate Bill 13. Mr. Pope stated the funds help to promote local business projects. This money was set aside for tier one stressed tobacco dependent counties. Mr. Pope stated we do not need to take away important incentives. Thirteen counties have passed resolutions to support Economic Incentives. Mr. Daughety stated; Senator Jackson will help Lenoir County with any issues or concerns. He is in favor of economic development, but we must work on the budget shortfall. They are attempting to utilize interest from the Golden Leaf Fund and the fund will still have over 600 million dollars in it. Projects west of I-95 should not get precedence. Mr. Rouse stated no projects are going to be neglected because money is available. Mr. Jarman stated the Golden Leaf was payments from tobacco companies and is not tax dollars. It is money set aside for economic development. Mr. Daughety stated some money is tax money. Mr. Graham stated lots of things are happening on a state and federal level. Let the state and feds handle their issues

and, we can handle what is in Lenoir County. Mr. Daughety stated he wished we did not have these types of resolutions. Upon a motion by Mr. Rouse and a second by Mr. Daughety it was asked that Item No. 14 be tabled.

APPOINTMENTS

Item No. 15 was a Resolution Approving Citizens to Boards, Commissions, Etc. Upon a motion by Ms. Brown and a second by Mr. Daughety, William S. Harvey, III D.D.S. was appointed to the Lenoir County Board of Health.

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
Lenoir County Board of Health 2 nd Appearance	William S. Harvey, III DDS (Appointment)	February 2014

CURRENT VACANCIES:

- Lenoir County Health Board – (1) Veterinarian, (1) Optometrist, (1) Pharmacist, (1) Dentist**
- Lenoir County Planning Board – Districts One (1), Four (4) and Alternate**
- Grifton Planning Board – One (1) Vacancy**
- CJPP – Three (3) Vacancies**
- Kinston Board of Adjustment – Two (2) ETJ Members; (1) Primary – (1) Alternate**

PUBLIC HEARING

Item No. 16A was a public hearing on the proposed Lenoir County Community Transportation Program Application. Upon a motion by Mr. Daughety and a second by Ms. Brown, the public hearing opened at 6:00 p.m. Mr. Joey Bryan, Transit Director, addressed the Board. Mr. Bryan stated The N.C. Department of Transportation initiated the Community Transportation Program (CTP) to enhance the provision of rural human service and general public transportation in counties and to meet the community transportation needs. The CTP grant application includes approximately \$262,423 for administrative funding and \$87,000 for capital funding. The Transportation Department is currently approved for grant funding of one full-time Assistant Director’s position @ 100%, one full-time Administrative Assistant’s position @ 100%, one Part-Time Secretary @ 25%, and one Grant Writer/Safety Officer position funded @ 100%. The administrative portion of the grant application for FY 2011-2012 includes salaries, fringes and other operating expenditures for all administrative positions at the approved NCDOT/PTD participation percentages. NCDOT/PTD will participate in the administrative funding at an 85 percent level for each position resulting in a 15 percent local match requirement; capital is 90 percent NCDOT/PTD and a 10 percent local match. The capital portion of the grant application for FY 2011-2012 includes replacing two (2) Center Aisle Vehicles with Lift. The Transportation Department will endeavor to secure the necessary local funding requirements

through transit revenues before requesting county funding. The floor was open for public comments. There were no comments made by the public. Upon a motion by Mr. Rouse and a second by Mr. Daughety, the public hearing closed at 6:10 p.m.

Item No. 16B was a Resolution Approving the Community Transportation Program Grant Application for FY 2011-2012: \$262,423 Administration: \$87,000 Capital. Upon a motion by Mr. Rouse and a second by Mr. Daughety, Item No. 16B was unanimously approved.

CLOSED SESSION

Upon a motion by Mr. Graham and a second by Mr. Davis, and unanimous approval, closed session was entered at approximately 6:10 pm. and the following cited: Number five (4) To discuss matters relating to the location or expansion of industries or other business in the area served by Lenoir County.

Upon motion to close by Ms. Brown and a second Mr. Daughety and unanimous approval, the Board moved out of closed session at approximately 6:33 p.m. The meeting recessed at 6:40 p.m.

Respectfully submitted,

Latanya Green (Interim)
Clerk to the Board

Reviewed By

Michael W. Jarman
County Manager

INTRODUCED By: Michael W. Jarman, County Manager Date: 03/07/2011 ITEM NO.: 4

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

Year	Name	Account	Amount	Reason
2010	WILLIAMS CYNTHIA	13560	105.03	ADJUSTED VALUE
2010	JOHNSON HARRIS	15376	371.78	ADJUSTED VALUE
2010	JOHNSON HARRIS	15376	371.78	ADJUSTED VALUE
2010	JOHNSON HARRIS	15376	371.78	ADJUSTED VALUE
2010	GASKINS MICHELLE	9531	191.37	ADJUSTED VALUE
2009	ROBERTS PAMELA	55548	127.72	CORRECTED LISTING
2010	GREEN CURTIS	195	410.22	LEGAL EXEMPTION
2010	WEST CATHERINE	3563	181.54	DOUBLE LISTED
2005	COLLIER LLOYD	5159	260.38	CORRECTED LISTING
2009	ROMERO OSCAR	1211	153.16	DOUBLE LISTED
2010	ROMERO OSCAR	1211	162.61	DOUBLE LISTED
2010	HANCOCK LARRY	11082	127.62	LISTED IN OTHER CTY
2009	JAYE CHARLES	15110	203.00	CORRECTED LISTING
2010	JAYE CHARLES	15110	191.91	CORRECTED LISTING
2008	HUSSEY SHERWOOD	47321	101.37	CORRECTED LISTING
2007	HUSSEY SHERWOOD	47321	130.93	CORRECTED LISTING
2006	HUSSEY SHERWOOD	47321	159.36	CORRECTED LISTING
2010	AGSTAR FINANCIAL SERV.	69530	469.65	ADJUSTED VALUE
2010	AGSTAR FINANCIAL SERV.	69530	469.65	ADJUSTED VALUE
2010	AGSTAR FINANCIAL SERV.	69530	469.56	ADJUSTED VALUE
2008	HAM SABRINA	39517	179.64	CORRECTED LISTING
2009	HAM SABRINA	39517	129.25	CORRECTED LISTING
2010	HAM SABRINA	39517	140.97	CORRECTED LISTING
2008	AYDELOTTE SHERRARD	62116	192.68	DOUBLE LISTED
2008	AYDELOTTE SHERRARD	62116	215.08	DOUBLE LISTED
2008	AYDELOTTE SHERRARD	62116	162.21	DOUBLE LISTED
2010	PNC EQUIPMENT	12605	207.65	ADJUSTED VALUE
2010	PNC EQUIPMENT	12605	270.46	ADJUSTED VALUE
2010	PNC EQUIPMENT	12605	270.46	ADJUSTED VALUE

2010	PNC EQUIPMENT	12605	270.46	ADJUSTED VALUE
2010	PNC EQUIPMENT	12605	270.46	ADJUSTED VALUE
2010	PNC EQUIPMENT	12605	270.46	ADJUSTED VALUE
2010	PNC EQUIPMENT	12605	270.46	ADJUSTED VALUE
2010	PNC EQUIPMENT	12605	270.46	ADJUSTED VALUE
2010	PNC EQUIPMENT	12605	270.46	ADJUSTED VALUE
2010	PNC EQUIPMENT	12605	270.46	ADJUSTED VALUE
2010	PNC EQUIPMENT	12605	270.46	ADJUSTED VALUE
2010	PNC EQUIPMENT	12605	270.46	ADJUSTED VALUE
2010	PNC EQUIPMENT	12605	270.46	ADJUSTED VALUE
2010	PRIDGEN DAVID	23567	157.81	ADJUSTED VALUE
2010	EBRIGHT ROBERT	55018	458.92	ADJUSTED VALUE

Refunds

Year	Name	Account	Amount	Reason
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MANAGER'S RECOMMENDATION:

Respectfully Recommend Approval

MWJ
INITIALS

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman 03/07/11
Date

ATTEST Date

A RESOLUTION HONORING
Jack Jones

WHEREAS, the Lenoir County Board of Commissioners wishes to proudly acknowledge and to publicly recognize employees retiring from the Lenoir County Department of Social Services; and,

WHEREAS, Mr. Jack Jones was employed by the Lenoir County Board of Social Services as the Director on June 1, 1989; and,

WHEREAS, Mr. Jack Jones has dedicated his professional career at Lenoir County Department of Social Services to public service and to the citizens of Lenoir County; and,

WHEREAS, Mr. Jack Jones submitted his notice of retirement from the Lenoir County Department of Social Services effective March 1, 2011; and,

WHEREAS, Mr. Jack Jones will retire with almost 22 years of service from the Lenoir County Department of Social Services; and,

WHEREAS, The Board of Commissioners of Lenoir County is grateful for the fine services rendered by this outstanding citizen.

THEREFORE BE IT RESOLVED, this the 7th Day of March in the Year 2011 of our Lord, that the Lenoir County Board of Commissioners recognizes Mr. Jack Jones for his efforts, commitment and compassion that he has so freely given to the citizens of Lenoir County and further resolved that a copy of this Resolution be transmitted to Mr. Jack Jones by the Clerk to the Board of Commissioners of Lenoir County.

BOARD OF COMMISSIONERS OF LENOIR COUNTY

BY: _____
Mr. George W. Graham, Jr., Chairman

ATTEST: _____
Clerk to the Board of Lenoir County Commissioners

DATE: _____

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 3/7/2011 **ITEM NO.:** 6

ORDINANCE: Amendment to Lenoir County Animal Control Ordinance

SUBJECT AREA: Legal

ACTION REQUESTED: The Board is requested to approve an amendment to the Lenoir County Animal Control Ordinance.

HISTORY / BACKGROUND: The Lenoir County Board of Commissioners adopted an Animal Control Ordinance on July 6, 1992. NCGS 67-4.1 requires the county authority responsible for animal control to be responsible for determining when a dog is a "Potentially Dangerous Dog" and shall designate a separate Board to hear any appeal. Specifically, Article VIII – Procedure for Enforcement, of the Lenoir County Animal Control Ordinance, shall be amended to add a new section entitled "**F**" to contain the following language: "**As provided in NCGS 67-4.1, the Lenoir County Board of Commissioners appoints the Health Director as the person to be responsible for determining when a dog is a "Potentially Dangerous Dog" and designates the Board of Health to hear any appeal. A quorum of the Board of Health shall be sufficient to hear the appeal.**"

EVALUATION: Approval of this resolution will amend the Lenoir County Animal Control Ordinance adopted July 6, 1992 to comply with NCGS 67-4.1.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

Initials 

RESOLUTION: NOW THEREFORE BE IT ORDAINED by the Lenoir County Board of Commissioners that the Lenoir County Animal Control Ordinance as adopted, July 6, 1992 is hereby amended to add Section "F" to Article VIII, as follows: **"As provided in NCGS 67-4.1, the Lenoir County Board of Commissioners appoints the Health Director as the person to be responsible for determining when a dog is a "Potentially Dangerous Dog" and designates the Board of Health to hear any appeal. A quorum of the Board of Health shall be sufficient to hear the appeal"**, and be it further ordained that this amendment to the Lenoir County Animal Control Ordinance shall become effective upon adoption, March 7, 2011.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Daughety _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman Date

ATTEST Date

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 3/07/11 **ITEM NO.** 7

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>
15813	211 W. Washington St., LaGrange
25129	2680 Wallace Family Road

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

GMWJ
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 _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman 03/07/11
Date

ATTEST Date

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 3/7/2011 **ITEM NO.** 8

RESOLUTION: Authorizing Contract for an ATM License Agreement with: Premier ATM Services, LLC

Subject Area: Legal

Action Requested:

Approval of a Resolution authorizing the Tax Department to enter into a contract with Premier ATM Services, LLC to place an ATM machine in the County Administration Building.

HISTORY/BACKGROUND:

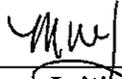
North Carolina general statutes requires the Tax Department to send a list of unpaid motor vehicle taxes that are four (4) months delinquent to DMV each month. DMV places a block on the renewal of the license tags for those vehicles, until the taxes have been paid. The Tax Department requires that the payment for blocked tags be made with cash, and often times the taxpayer has to drive to a bank or ATM, as there is not one within easy walking distance of the Administration Building. The Register of Deeds office also requires cash for certain transactions: copies of birth, death, and marriage certificates, along with marriage license.

EVALUATION:

A survey of Tax Departments in North Carolina that have an ATM available for their taxpayers resulted in all positive responses. The ATM owner provides all maintenance for the machine, and is responsible for restocking the machine. Lenoir County would only have to provide electricity and an internet connection, which we already have in place. The county would receive a portion of each \$3.00 transaction fee. Considering that there are no set-up costs involved, and the convenience that it would provide the taxpayers of Lenoir County, as well as the customers of the Register of Deeds, the Tax Office and the Register of Deeds would very much like to offer this service to the public.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.



Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the Tax Department enter into a contract with Premier ATM Services, LLC to place an ATM machine in the County Administration Building.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman 03/07/11
Date

ATTEST Date

Premier ATM Services, LLC

1611 Castle Hayne Rd Building "B" Wilmington, NC 28401

ATM LICENSE AGREEMENT

This ATM License Agreement ("this Agreement") is entered into this _____ day of _____, 2011, by and between Lenoir County, dba, Office of Tax Administrator ("you" or "Customer"), with its principal place of business at 101 N. Queen St Drawer 3289 Kinston, NC28502 and Premier ATM Services ("we", "us" or "ATM Owner") with its principal place of business at 1611 Castle Hayne Rd., Wilmington, NC 28401 mailing address: 1611 Castle Hayne Rd., Building B. Wilmington, NC 28401. In consideration of the promises and covenants contained herein, you and we hereby agree as follows:

1. LICENSED SITE.

- (a) You shall license to us and otherwise allow us to use in accordance with the terms of this Agreement a portion (the "Licensed Site") of the properties listed on Exhibit A attached hereto (the "Location"). You agree the Licensed Site shall be sufficient in area to permit easy installation, maintenance and service of and reasonable customer access to an automatic teller machine (ATM).
- (b) The exact location of the Licensed Site in each of the properties listed on Exhibit A shall be an area mutually acceptable to you and us.
- (c) You agree that we shall have the right to quiet enjoyment of the Licensed Site. You agree that neither you nor anyone claiming through you has any right, title or interest in the ATM or any cash in the ATM. You further agree that at no time will you, your employees or agents place any merchandise or advertisement on top or in front of the ATM machine. You agree to maintain the area around the ATM so that it is clean, safe, accessible and visible to the general public. You agree that the ATM shall at all times remain available for use by your customers and employees during Location's normal business hours for the term of this Agreement.
- (d) You represent that you are the owner of the Location or you hold a lease or option to renew the lease for the Location of equal or greater lengths than the term of this Agreement or that you have authority to place an ATM at said Location. Should you sell the business and/or the Location, then this Agreement shall be transferred to and be binding upon the new owners for the remaining term of this Agreement.
- (e) In the event the Customer transfers or moves its business from the Location, Customer shall notify ATM Owner not less than thirty (30) days prior to any such event. In such event, this Agreement shall be automatically deemed amended to apply to Customer's new Location for the remaining term of this Agreement.
- (f) You agree to protect the ATM from theft, misuse or damage.
- (g) You agree to maintain and to provide us with evidence upon request of appropriate liability insurance with ATM Owner named as an additional insured protecting the parties from any injuries or damages claimed or sustained by any person using or attempting to use the ATM.
- (h) You agree to maintain and to provide us with evidence upon request of casualty insurance for full replacement value covering the ATM for damage due to fire, flood, vandalism, theft and other perils and naming ATM Owner as loss payee.
- (i) You agree that you will not permit the removal of the ATM from the Location, nor allow the placement of any other ATM or cash back device on the premises, nor allow any other entity to process ATM transactions during the term of this Agreement, except as authorized by ATM Owner in writing.
- (j) You are responsible for any personal property tax incurred by you in connection with the ATM placement(s) at the Licensed Site and the Location during the term of this Agreement.

2. **EXCLUSIVE LICENSE.** You agree that during the term of this Agreement and any renewal thereof, that ATM Owner is the sole owner of the ATM and we shall have the exclusive right to own, install and operate ATM's at the Licensed Site in each of the properties listed on Exhibit A. You agree that you will not own, install or operate any other ATM's at any of the properties listed on Exhibit A.
3. **TERM OF AGREEMENT.** This Agreement shall be effective for a term of five (1) years from date hereof, unless sooner terminated, renewed or extended as herein provided. ATM Owner has the right, at its election, to remove the ATM at any time and to terminate this Agreement when the ATM transactions have fallen below a minimum that would sustain profitable operation of that ATM.
4. **RENEWAL TERM.** This Agreement shall automatically renew every one (1) years on its anniversary date for a term of another one (1) years, unless, not less than 90 days prior to such date of renewal, either party sends written notice of their intention that the Agreement should expire on such anniversary date and not renew. Unless specifically agreed to otherwise in writing, there shall be no more than two such one (1) year renewal terms, and this Agreement shall expire at the end of the two such one (1) year renewal terms, if it has not been sooner terminated as herein provided. All of the terms and conditions of this Agreement shall continue in full force and effect during any such renewal term.
5. **HOLDING OVER.** If we should holdover after the expiration of the original or any renewal term, such tenancy shall be from month to month and all of the terms and conditions of this Agreement shall continue in full force and effect during any such holdover tenancy.
6. **USE OF LICENSED SITE.**

- a. ATM Owner agrees that we shall use the Licensed Site solely for the purpose of installing, maintaining, servicing and operating an ATM and such improvements or equipment as ATM Owner reasonably deems necessary to support, protect or secure the ATM. Any changes to the Licensed Site after initial installation of the ATM shall require the Customer's written consent, which consent shall not be unreasonably withheld and shall be deemed to have been given if you have not responded to our written request for consent within ten business days of such request having been given.
 - b. You agree that ATM Owner, our agents, contractors, courier service and employees shall have the nonexclusive and non-revocable right without any charge or fee to use Customer's property at all times including, without limitation, the parking facilities, driveways, sidewalks, concourses and other means of access to the ATM, the Location and the Licensed Site for purposes on ingress or egress, parking of motor vehicles, installation, maintenance, service, removal, replacement or operation of the ATM and for any other purpose necessary or incidental to the installation, maintenance, service, removal, replacement or operation of the ATM or the enforcement or termination of this Agreement. Reasonable consideration on protecting parking and store access for customer priority is to be exercised by ATM Owner.
7. SECURITY. ATM Owner agrees that from time to time we shall provide to you a written list setting forth such of our employees, agents, contractors or courier service who are authorized to maintain or service the ATM (Authorized Persons). You agree that at no charge, your security personnel, if on the premises, will assist and accompany such Authorized Persons when they are on Customer's property in connection with the maintenance and servicing of the ATM. You are requested and authorized to refuse access to the Licensed Site by persons other than such Authorized Persons who request admittance for the stated purpose of maintenance or service of ATM.
8. ELECTRICAL AND TELEPHONE LINES. For each ATM you agree that you will provide and maintain at your expense a dedicated phone line. You agree to provide (1) operating electrical power outlet (110v) with isolated ground within 2 feet of the ATM. In addition you agree to pay all ongoing electrical charges in connection with the operation of such ATM's.
9. REPAIRS. ATM Owner agrees, at our expense, to keep the interior and exterior of the ATM in the Licensed Site in good order and repair, reasonable wear and tear and casualty excepted.
10. ALTERATIONS. You agree that we may make any alterations, changes or improvements in the Licensed Site that may be necessary for the secure and proper installation of the ATM with your prior written consent, which may not be unreasonably withheld and shall be deemed given if you have not responded to our written request therefore within ten business days of such request having been given. ATM Owner agrees that we shall make all such alterations, additions or improvements in a good and workmanlike manner and in accordance with all valid applicable requirements of municipal or governmental authorities.
11. SIGNS. At our expense, we shall have the right to provide directional and informational signs regarding the ATM. The exact location of such signs shall be determined from time to time by the mutual consent of you and ATM Owner which consent may not be unreasonably withheld by you. You agree that ATM Owner will remove all signs for the Licensed Site at the expiration or termination of the Agreement.
12. TERMINATION. Subject to the following conditions and notwithstanding anything contained in this Agreement to the contrary, ATM Owner (the "Terminating Party") may terminate this Agreement as to any or all properties listed on Exhibit A hereto (the "Terminated Sites") at any time:
 - (a) ATM Owner shall send no less than 30 days written notification (the "Termination Notice") to the other party indicating hereto our intent to terminate this Agreement as to the properties specified in the Termination Notice and specifying the effective date of such termination (the "Termination Date"). We may remove our ATMs from any or all Licensed Sites on or promptly following the Termination Date.
 - (b) ATM Owner may terminate this Agreement without notice in the event there exists a threat of harm or actual harm to the ATM, including, without limitation, any breach of security resulting in a loss or imminent loss of or damage to the ATM or its contents. Upon such termination, ATM Owner shall have the right to immediately remove the ATM from any Licensed Site that is subject to this summary termination or to remove the ATM within a reasonable time period after such a termination.
 - (c) In addition, either party may terminate this Agreement immediately by written notice as to any or all Licensed Sites (i) upon the issuance of any order, rule or regulation of any regulatory agency or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on either party, prohibiting any or all of the transactions contemplated in this Agreement or (ii) if a party becomes a party to any legal action that could reasonably be expected to have a material adverse effect on the other party. Further, ATM Owner may terminate this Agreement immediately by written notice if our then-existing ISO relationship is terminated or modified in any manner affecting the ATM or our ability to perform under this Agreement, provided we may suspend our performance hereunder for a reasonable time in order to enable us to become a qualified ISO.
 - (d) ATM Owner may continue to operate the ATM's in the Terminated Sites until the Termination Date; provided that we may suspend operations if Customer defaults in the performance of any obligation hereunder.
 - (e) Until the date of removal of the ATM's from the Terminated Sites, all terms of this Agreement shall remain in full force and effect with respect to such Terminated Sites.
 - (f) Should this Agreement be terminated or breached by you or terminated in accordance with subsection (b) above, prior to the end of the initial term or subsequent terms, you agree to pay a one time termination fee equal to average monthly income generated by ATM(s), less the average monthly amount paid to you for transaction fees or surcharge fees based on the last (6) full calendar months of operation or \$100.00 per month per ATM(s), whichever is greater, multiplied by the number of months remaining on the Agreement.

13. **ASSIGNMENT.** ATM Owner shall have the right, without first obtaining prior written consent from you, to assign this Agreement, and any interest therein, to delegate our duties hereunder and to sublet the Licensed Site, or any portion thereof, for use as provided in this Agreement.
14. **SURRENDER AT END OF TERM.** We agree to peaceably and quietly surrender and yield up to you the Licensed Site upon the termination or expiration of this Agreement and any renewal term, in good order and condition.
15. **SUBORDINATION.** This Agreement is and shall be subject and subordinate to all ground and underlying leases and to all mortgages or deeds of trust which may now or hereafter be secured upon the building and/or the property on which it is located and to all renewals, modifications, consolidations, replacements, and extensions thereof. This clause shall be self-operative, and no further instrument of subordination shall be required; however, in confirmation of such subordination, we will execute and deliver to you within 30 days after your written request, any certificate that you may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the party holding an instrument to which this Agreement shall be subordinate shall have the right to recognize and preserve this Agreement in the event of any foreclosure sale or possessor action and, in such case this Agreement shall continue in full force and effect at the option of such party and we will execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such continuation.
16. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without regard to conflicts of law principles thereof.
17. **CHOICE OF VENUE.** The venue for all disputes arising out of this Agreement shall be New Hanover County, North Carolina.
18. **NOTICES.** Any notices required to have been given in connection with this Agreement shall be deemed to have been given when sent, postage prepaid, certified mail, return receipt requested or delivered by messenger to the parties at the addresses appearing on page 1 of this Agreement or to such other address as either party may specify in writing to the other party. Such written notice shall be effective as of the date of mailing if mailed to you or as of the date of delivery if by messenger.
19. **FEES.** If agreed to by the parties, by the parties initialing Exhibit B attached hereto, ATM Owner shall pay Customer for each surcharged transaction made on the ATM, as set forth in Exhibit B. For purposes of this Agreement, a surcharged transaction is defined as any cash withdrawal made at the ATM from a cardholder's account when a surcharge fee is collected. ATM Owner may increase or decrease the amount of the fee payable to Customer upon 30 days prior notice upon demonstration of a change in direct transaction costs payable to third party processing providers or a change in transaction fee revenue due to a change in network rule or other law or regulation which affects fees payable to ATM owners or network operators.
20. **MISCELLANEOUS.**
- (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives, assigns (as permitted by this Agreement) and successors.
 - (b) If one or more provisions of this Agreement should be or be declared to be illegal, invalid, or unenforceable in any respect under any applicable present or future laws or government regulations, the legality, validity and enforceability of the rest of this Agreement shall not be affected or impaired thereby, provide however, that if this entire Agreement shall be or be declared to be illegal, invalid or unenforceable, the parties agree that this Agreement shall thereafter be immediately terminated without liability to either party.
 - (c) If any regulatory agency now or hereafter in existence shall disapprove or fail to approve the location and operation of an ATM on the Licensed Site or any aspect of our performance as required to satisfy this Agreement or if any such regulatory agency shall direct us to discontinue providing the services hereunder, the parties agree that this Agreement shall thereafter be immediately terminated without liability to either party.
 - (d) This Agreement constitutes the entire understanding in respect of the subject matter hereof, and all prior negotiations, agreements and representations are merged herein. This Agreement may not be modified except in writing signed by an authorized person of each party.
 - (e) This Agreement may be executed in multiple counterparts and at different times, each of which shall be considered an original and all of which, taken together, shall be considered one original.
 - (g) Time is of the essence of this Agreement.

21 **ARBITRATION.** Any controversy or dispute arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Administrator") and this Arbitration provision. The location of any arbitration shall be New Hanover County, North Carolina. To start an arbitration, the party desiring to take action must give written notice to the other party of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, the claim, dispute, controversy or action shall be resolved by arbitration under this Arbitration provision and the applicable rules of the Administrator then in effect. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for any appeal right under the Federal Arbitration Act, 9 U.S.C. §§1 *et seq.* (the "FAA"). This Arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory and incidental damages (but in no event shall the arbitrator award punitive damages), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration provision and the Administrator's rules. Notwithstanding the foregoing, the following claims or proceedings will not be subject to this Arbitration provision: (1) any action by ATM Owner to assert, collect, protect, realize upon or obtain possession of goods (including any

ATM) in any bankruptcy proceeding; (2) any non-judicial repossession of the goods placed under this Agreement (including any ATM) or other action to obtain summary possession of the ATM and any other property or rights related to the ATM; and (3) any action insofar as it seeks provisional or ancillary remedies in connection with any of the foregoing.

IN WITNESS WHEREOF, _____ and ATM Owner have caused the Agreement to be executed by their duly authorized representative in multiple originals and it shall be effective as the date set forth above.

Premier ATM Services

X _____
Customers Signature

X _____
Authorized Signature

Customers Printed Name

Customers Title

Title

EXHIBIT A

ATTACHMENT TO ATM AGREEMENT
DATED _____

AUTOMATIC TELLER MACHINE LOCATION(S)

Site/Location # AddressCity, State, Zip Phone # ATM Phone

1. 101 N. Queen Street Drawer 3289 Kinston, NC 28502 _____

2. _____

3. _____

4. _____

5. _____

Customer

Premier ATM Services

Date

Date

EXHIBIT B

ATTACHMENT TO ATM LICENSE AGREEMENT
DATED: _____

Premier ATM Services shall pay no later than 20 days after the end of each month (or partial month) for the immediately ended month, the following surcharge for each successful surcharged transaction:

Transactions

Revenue Sharing: 1 – All..... \$ 1.25 for each successful surcharged transaction

Remarks: The surcharge amount will be \$3.00 for each successful withdraw transaction _____

NOTE: NO PAYMENT SHALL BE MADE FOR ACCOUNT INQUIRES OR BALANCE TRANSFERS.

Customer

Date

Premier ATM Services

Date

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 3/7/11 **ITEM NO.** 9

RESOLUTION: Authorizing Execution of an Addendum to the Sales Tax Audit Contract Dated October 18, 2004 with Tax Reduction Specialists: Sales Tax Re-allocation Audit

SUBJECT AREA: Financial

ACTION REQUESTED: The Board is requested to authorize the County Manager to execute an addendum to the contract with Tax Reduction Specialists (a division of Utilities Reduction Specialists, Inc.) to conduct a sales tax re-allocation analysis audit of sales and use tax refund claims for Lenoir County for tax filing periods from December 31, 2010 through December 31, 2011.

HISTORY/BACKGROUND: Utilities Reduction Specialists, Inc., was established in 1991 in Clemmons, North Carolina, with an objective to audit telecommunication and energy bills for billing errors. Utilities Reduction Specialists, Inc., acquired Tax Reduction Specialists in 2001. Tax Reduction Specialists focuses specifically on minimizing client's tax liabilities, conducting sales tax re-allocation audits, and securing refunds. Utility Reduction Specialists, Inc., has worked with 107 city and county governments in 4 states and has conducted sales tax re-allocation audits for 60 counties in North Carolina. Lenoir County contracted with Tax Reduction Specialists in October 2002 to audit the sales and use tax refund claims for tax filings in 1999 through June 2002. This time frame was significant because a three (3) year statute of limitations applies to requests for tax refunds and Lenoir County would not have been able to apply for any sales tax refunds for filings through June 1999. The County extended the contract with Tax Reduction Specialists on October 18, 2004 to include sales tax filings through December 31, 2003, on February 7, 2005 to include sales tax filings through December 31, 2006, on March 5, 2007 to include sales tax filings through December 31, 2007, on February 18, 2008 to include sales tax findings through December 31, 2008, on October 6, 2008 to include sales tax findings through December 31, 2009, and on February 15, 2010 to include sales tax findings through December 31, 2010. The requested addendum will extend the contract with Tax Reduction Specialists to include sales tax filings through December 31, 2011.

A sales tax re-allocation audit involves identifying the actual county that received credit for the county sales tax on the original sale of merchandise and verifying that the sales tax is credited to the correct county by the N.C. Department of Revenue. Conducting a re-allocation audit is the **only** way that a county can obtain a refund for improperly reported sales tax. The State of North Carolina **will not** do this for a county.

Tax Reduction Specialists, in the original agreement, was compensated 25% of the amount of the sales tax refund obtained by Lenoir County as a result of the sales tax re-allocation audit. Under subsequent addendums and the proposed addendum, the County compensates Tax Reduction Specialists at a reduced rate of **20%** of the sales tax refund obtained by the County. If the county does not receive a refund, there will be no fee for the services of Tax Reduction Specialists. The County does not have the staff or the expertise to do this work in-house.

EVALUATION: Execution of this agreement will provide Lenoir County with the assurance that it has properly received credit for sales tax re-allocations from the North Carolina Department of Revenue for filings through December 31, 2011 and secure any refunds due to the County for improperly filed or credited sales tax revenues. To date, the audit performed by Tax Reduction Specialists has produced a direct benefit to Lenoir County of \$431,456 in additional sales tax revenues that were allocated incorrectly by the State of North Carolina. Tax Reduction Specialists has estimated an additional benefit to the County of \$1,485 through the tax filing period ending December 31, 2010 and additional revenues for filings through December 31, 2011.

Approval of this resolution will allow Tax Reduction Specialists to continue their audit of prior sales tax filings and continue to audit sales tax filings through December 31, 2011.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.


INITIALS

RESOLUTION: NOW THEREFORE BE IT RESOLVED that the Board authorizes acceptance of the Addendum to the contract between Lenoir County and Tax Reduction Specialists, a division of Utilities Reduction Specialists, Inc., and be it further resolved that the County Manager is authorized to execute the attached agreement, which is incorporated and made part of this resolution by reference.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman 03/07/11
Date

ATTEST Date

**ADDENDUM TO SALES TAX CONTRACT
DATED OCTOBER 18TH, 2004
BETWEEN
LENOIR COUNTY, NORTH CAROLINA
AND
TAX REDUCTION SPECIALISTS
(A division of Utilities Reduction Specialists, Inc.)**

This addendum hereby authorizes Tax Reduction Specialists (TRS) to audit sales and use taxes for Lenoir County through the tax period ending December 31, 2011. TRS will not audit tax periods ending after this date unless it receives written approval by the County. This audit will be conducted under the same terms and conditions as the original contract.

The fee for any tax refunds, credits or additional tax revenues recovered for Lenoir County as a whole for tax periods ending after December 2003, will be 20% of said refunds, credits, or revenues and will be invoiced only after receipt of same by the County.

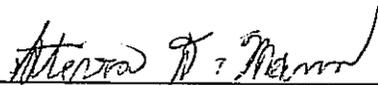
APPROVED FOR LENOIR COUNTY

_____, 2011
(Signature)

(Title)

ATTEST:

APPROVED FOR TAX REDUCTION SPECIALISTS


_____, 2011
Steven D. Mann, President

ATTEST:



INTRODUCED BY: Michael Jarman, County Manager **DATE:** 03/01/11 **ITEM NO.** 10

RESOLUTION: Budget Resolution Approving Purchase Order for CDS: \$23,058.

SUBJECT AREA: Financial

ACTION REQUESTED:

The Board is requested to authorize the MIS Director to execute a purchase order for \$23,058 to CDS for Office Small Business 2010 Software.

HISTORY/BACKGROUND:

The MIS Department budgeted funds in the 2010/11 budget to purchase 122 copies of Office Small Business 2010 to be installed on all computers in the county that had not already been upgraded in the previous year. This upgrade is mandatory and is needed throughout the county to ensure intra-agency communication as well as compatibility with various State management information systems.

EVALUATION:

This purchase order is necessary in order to accomplish the day to day work activities at all county agencies.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval


INITIALS

RESOLUTION: NOW, THEREFORE BE IT RESOLVED the Lenoir County Board of Commissioners approves a purchase order for CDS to purchase 122 copies of Office Small Business 2010: \$23,058.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman 03/07/11
Date

ATTEST Date



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2010 - 2011
 Appropriations

Budget Amendment # _____
 Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		FINANCE/GOVERNING BODY/HUMAN RESOURCES		VARIOUS	
Check One Box New Appropriation: <input type="checkbox"/> Line Item Transfer: <input type="checkbox"/>			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>		
REVENUES			EXPENDITURES		
Account # and Title	Amount	Account # and Title	Amount		
		<u>DECREASE</u>			
		10-4130-1260	SALARIES & WAGES-PART TIME	-7,070.00	
		10-4130-1810	EMPLOYER-FICA	-439.00	
		10-4130-1811	EMPLOYER-MEDICARE	-103.00	
		10-4130-6900	CONTRACTED SERVICES	-20,500.00	
<u>INCREASE</u>					
10-3991-9910	FUND BALANCE APPROPRIATED	40,072.00			
		<u>INCREASE</u>			
10-4135-1210	SALARIES & WAGES	22,090.00			
10-4135-1260	SALARIES & WAGES-PART TIME	19,920.00			
10-4135-1810	EMPLOYER-FICA	2,605.00			
10-4135-1811	EMPLOYER-MEDICARE	290.00			
10-4135-1820	EMPLOYER-RETIREMENT	1,425.00			
10-4135-1830	EMPLOYER-INSURANCE	3,769.00			
10-4135-1870	EMPLOYER-401-K	1,105.00			
10-4135-2600	OFFICE SUPPLIES	750.00			
10-4135-3110	TRAVEL	375.00			
10-4135-3210	TELEPHONE	600.00			
10-4135-3250	POSTAGE	675.00			
10-4135-5999	CAPITAL ITEMS <\$5,000	2,580.00			
10-4135-6900	CONTRACTED SERVICES	12,000.00			
Total	40,072.00	Total	40,072.00		

REASON AND JUSTIFICATION FOR REQUEST:
 TO TRANSFER AND APPROPRIATE FUNDS FOR THE INITIALIZATION OF THE HUMAN RESOURCES DEPARTMENT.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Maria H. Martin</i>	3/1/11	<i>Maria H. Martin</i>	3/1/11
Budget Officer Approval	Date		
<i>Michael W. Jarm</i>	3/4/11		
Board Approval (When Applicable)	Date	Date of Minutes	

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 03/07/11 **ITEM NO.** 12

RESOLUTION: Approving Extension of Existing Copier Lease: Carraway Office Solutions, Inc. (Daughety's Office Equipment).

SUBJECT AREA: Purchases / Bids

ACTION REQUESTED

The Board is requested to approve a five (5) year extension to the existing County copier lease agreement with Carraway Office Solutions, Inc. (Daughety's Office Equipment of Kinston, N.C.), and authorize the County Manager to execute the agreement.

HISTORY/BACKGROUND

In May 2006, the County executed a five (5) year copier lease agreement with Carraway Office Solutions, Inc. (Daughety's Office Equipment) to provide the County with twelve (12) new digital copier/printers at a cost of \$1,471.26 per month. The integration of copiers to provide print services greatly lowered the County's cost of printing documents, because it eliminated the need for printer ink and toner cartridges at numerous print locations. Under the proposed five (5) year lease extension, Carraway Office Solutions, Inc. (Daughety's Office Equipment) will replace three (3) high usage machines with two (2) new 52 copy per minute units and one (1) new machine which will increase the speed of the downstairs jail unit from 16 to 30 copies per minute. These three (3) new units will be equipped with print/scan features and will also color scan. The lease extension also adds the print/scan feature to two (2) old units located at the Health Department. This lease extension represents a savings of \$500.14 per month to the County from the original lease.

EVALUATION:

The current five (5) year County copier lease with Carraway Office Solutions, Inc. (Daughety's Office Equipment) expires in May 2011. A five (5) year extension proposal from Carraway Office Solutions, Inc. (Daughety's Office Equipment) would replace three (3) high usage units, add print/scan features to two (2) old units at the Health Department, and save the County \$500.14 per month from the prior five (5) year copier lease.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.



RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners, that a proposal from Carraway Office Solutions, Inc. (Daughety's Office Equipment) for a five (5) year extension to the existing County copier lease agreement, in the amount of \$971.12 per month, be approved, and be it further resolved that the County Manager is authorized to execute the lease extension agreement.

AMENDMENTS:

MOVED _____ **SECONDED** _____

APPROVED _____ **DENIED** _____ **UNANIMOUS**

Yea Votes: **Graham** ___ **Davis** ___ **Brown** ___ **Daughety** ___ **Pharo** ___
Rouse ___ **Sutton** ___

George W. Graham, Jr., Chairman

Date

Attest

Date

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>
Board of Equalization and Review 1 st Appearance	Meredith-Leigh Craig (Re-Appointment)	March 2014
Board of Equalization and Review 1 st Appearance	Forrest Dawson (Re-Appointment)	March 2014
Board of Equalization and Review 1 st Appearance	William W. Whittington (Re-Appointment)	March 2014

CURRENT VACANCIES:

Lenoir County Health Board – (1) Veterinarian, (1) Optometrist, (1) Pharmacist

Lenoir County Planning Board – Districts One (1), Four (4) and Alternate

Grifton Planning Board – One (1) Vacancy

CJPP – Three (3) Vacancies

Kinston Board of Adjustment – Two (2) ETJ Members; (1) Primary – (1) Alternate

MANAGER'S RECOMMENDATION:

MWJ
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>
Board of Equalization and Review 1 st Appearance	Meredith-Leigh Craig (Re-Appointment)	March 2014
Board of Equalization and Review 1 st Appearance	Forrest Dawson (Re-Appointment)	March 2014
Board of Equalization and Review 1 st Appearance	William W. Whittington (Re-Appointment)	March 2014

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham, Jr., Chairman

03/07/11
Date

ATTEST

03/07/11
Date

APPLICATION FOR APPOINTMENT to LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

The Lenoir County Board of Commissioners believes that all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member of one of the County's advisory boards. If you want to be considered for appointment to an advisory board, please complete the Application below and mail it to the Lenoir County Clerk to the Board, P.O. Box 3289, Kinston, NC 28502, or fax to (252) 559-6454.

Advisory Board/Committee/Commission interested in:

Tax Department Board of Equalization and Review

(I understand that this application will be kept on the active file for two years only, and I, hereby, authorize Lenoir County to verify all information included in this application.)

* * * * *

Name: Meredith-Leigh Craig

Address: 1999 Country Squire Road

City/State/Zip: Kinston NC 28504

Telephone: (Home) 252-522-4235 (Work) 252-52319665

Occupation: Event Planner

Business Address: 3101 West Vernon Avenue

Age: (Optional): 36

Number hours available per month for this position: whatever needed

Training: whatever needed

Business and Civic Experience/Skills: Rotary International, Kinston Professional Women, Kinston Chamber member, NC Phi Beta Lambda Professional Division,

Other County Boards/Committees/Commissions presently serving on: None

Expiration date of Term: _____

Circle your voting precinct

- | | |
|---|--|
| K-1 (Carver Courts Recreation Center) | Institute (Institute Methodist Church) |
| K-2 (Old Plummer Daniel's Building) | Moseley Hill (Frink Middle School Gym) |
| K-3 (Fairfield Recreation Center) | Neuse (Agricultural Center) |
| K-4 (Northwest Elementary School) | Pink Hill 1 (Bethel Baptist Church) |
| K-5 (Spillman Baptist Church) | Pink Hill 2 (Pink Hill Rescue Station) |
| K-6 (Teachers Memorial School) | Sand Hill (Sand Hill VF Department) |
| K-7 (Emma Webb Recreation Center) | Southwest (Southwest VF Department) |
| K-8 (Holloway Recreation Center) | Trent 1 (Deep Run VF Department) |
| K-9 (Kinston Number 4 Fire Station) | Trent 2 (Mess Hill Ruitan Building) |
| Contentnea (Contentnea Ruitan Building) | <input checked="" type="checkbox"/> Vance (GTH Ed & Training CTR.) |
| Falling Creek (Banks Elementary School Gym) | Woodington (Woodington Middle School) |

CERTIFICATION

I certify that I have read and understand the 75% attendance requirement established in the Lenoir County Board Appointment Policy. I further certify, that I am aware, if my attendance drops below the 75% attendance requirements that I will be automatically removed from said Board appointment.

Meredith-Leigh Craig
Signature of Applicant

2-23-11
Date

To: D. Parrish

APPLICATION FOR APPOINTMENT

to

LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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Advisory Board/Committee/Commission interested in:

Tax Equalization & Review Board

(I understand that this application will be kept on the active file for two years only, and I, hereby, authorize Lenoir County to verify all information included in this application.)

Name: FORREST DAWSON

Address: 4393 HAROLD SUTTON ROAD

City/State/Zip: LAGRANGE N.C. 28551

Telephone: (Home) 252-566-4309 (Work) 919-920-6124

Occupation: SALES MANAGER

Business Address: P.O. Box 176 LAGRANGE, N.C. 28551

Age: (Optional): _____

Number hours available per month for this position: AS NEEDED

Training: AS NEEDED

Business and Civic Experience/Skills: MANAGE SALES FOR DHT MARKETING CO.

Other County Boards/Committees/Commissions presently serving on: NONE

Expiration date of Term: ~~AS NEEDED~~

Circle your voting precinct

- | | |
|---|---|
| K-1 (Carver Courts Recreation Center) | Institute (Institute Methodist Church) |
| K-2 (Old Plummer Daniel's Building) | <u>Moseley Hall (Frink Middle School Gym)</u> |
| K-3 (Fairfield Recreation Center) | Neuse (Agricultural Center) |
| K-4 (Northwest Elementary School) | Pink Hill 1 (Bethel Baptist Church) |
| K-5 (Spillman Baptist Church) | Pink Hill 2 (Pink Hill Rescue Station) |
| K-6 (Teachers Memorial School) | Sand Hill (Sand Hill VF Department) |
| K-7 (Emma Webb Recreation Center) | Southwest (Southwest VF Department) |
| K-8 (Holloway Recreation Center) | Trent 1 (Deep Run VF Department) |
| K-9 (Kinston Number 4 Fire Station) | Trent 2 (Moss Hill Ruitan Building) |
| Contentnea (Contentnea Ruitan Building) | Vance (GTP Ed & Training CTR.) |
| Falling Creek (Banks Elementary School Gym) | Woodington (Woodington Middle School) |

CERTIFICATION

I certify that I have read and understand the 75% attendance requirement established in the Lenoir County Board Appointment Policy. I further certify, that I am aware, if my attendance drops below the 75% attendance requirements that I will be automatically removed from said Board appointment.

Forrest Dawson
Signature of Applicant

Feb. 24, 2011
Date

Lenoir County Tax Dept: Fax # 527-4923

APPLICATION FOR APPOINTMENT

to LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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Advisory Board/Committee/Commission interested in:

BOARD OF EQUALIZATION AND REVIEW

(I understand that this application will be kept on the active file for two years only, and I, hereby, authorize Lenoir County to verify all information included in this application.)

Name: WILLIAM W. WHITTINGTON
Address: 847 WESTMINSTER LANE
City/State/Zip: KINSTON NC 28501
Telephone: (Home) 252-522-3265 (Work) 252-522-3191 X212
Occupation: FINANCIAL ADVISOR
Business Address: 2714 N. HERITAGE ST. P.O. BOX 1333
Age: (Optional): 80
Number hours available per month for this position: WHATEVER IS REQUIRED
Training: FORMER TAX ADMINISTRATOR / ASSESSOR
Business and Civic Experience/Skills: BANKING 35 YEARS ALL BOARD LIONS, DANCES ROTARY
Other County Boards/Committees/Commissions presently serving on: NONE
Expiration date of Term:

Circle your voting precinct

- K-1 (Carver Courts Recreation Center)
K-2 (Old Plummer Daniel's Building)
K-3 (Fairfield Recreation Center)
K-4 (Northwest Elementary School)
K-5 (Spillman Baptist Church)
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K-9 (Kinston Number 4 Fire Station)
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Falling Creek (Banks Elementary School Gym)
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Neuse (Agricultural Center)
Pink Hill 1 (Bethel Baptist Church)
Pink Hill 2 (Pink Hill Rescue Station)
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Trent 2 (Moss Hill Ruitan Building)
Vance (GTP Ed & Training CTR.)
Woodington (Woodington Middle School)

CERTIFICATION

I certify that I have read and understand the 75% attendance requirement established in the Lenoir County Board Appointment Policy. I further certify, that I am aware, if my attendance drops below the 75% attendance requirements that I will be automatically removed from said Board appointment.

Signature of Applicant

Date FEB 24 2011

Lenoir County Tax Dept: Fax # 527-4923