

LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA
MONDAY, APRIL 4, 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: Jim McLain, Past Exalted Ruler, Kinston Elks Lodge #740
 Update on the Kinston Veteran's Home

- | | |
|---|-----------------|
| 1. Items from Chairman/Commissioners: 5 Min. | Board |
| 2. Items from County Manager: 5 Min. | Jarman |
| CONSENT AGENDA: 10 Min. | ACTION |
| 3. Approval of Minutes: Regular Board Meeting: March 21, 2011 | Green/Jarman |
| 4. Resolution Approving the Releases and Refunds to the Individuals Listed Herein | Parrish/Martin |
| 5. Budget Ordinance Amendment: General Fund: Health: \$1,450.00 Increase | Huff/Martin |
| 6. Budget Ordinance Amendment: Non-Departmental: \$2,180.00 Increase | Martin |
| 7. Budget Ordinance Amendment: General Fund: DSS: \$3,650.00 Increase | Moore |
| END OF CONSENT AGENDA | |
| BUDGET ORDINANCE/RESOLUTIONS/PROCLAMATIONS: 25 Min. | |
| 8. Proclamation Declaring April "Child Abuse Prevention Month" | Kosinkski/Sutto |
| 9. Proclamation Declaring April 12, 2011 "Caswell Development Center Day" | Graham |
| 10. Proclamation Declaring April 10-16, 2011 "Public Safety Communicators" Week | Dail |
| 11. Resolution Approving Conveyance of Real Property for Arnold Family Road CDBG Project to the North Carolina Department of Transportation | Griffin /Martin |
| 12. Resolution Requesting the Establishment of fees for Rabies Vaccinations | Huff/Martin |
| 13. Resolution Authorizing Emergency Repair of a D6R Dozer, by Riley's Welding Service, in the Amount of \$2,987.50. | Miller/Hollowe |

14. Resolution to authorize the Acceptance of Exceptional Children's Assistance Center (ECAC) Financial Support in Recognition as the Southeastern Center for Parent As Teachers Educational Program, and Authorize the Cooperative Extension Director, Tammy Kelly to Execute the Contract. Kelly

15. Resolution to Authorize Lenoir County Cooperative Extension to Continue to Manage and Facilitate the Seniors Health Insurance Information Program (SHIIP) and Authorize Tammy Kelly, County Extension Director, to Execute the Contract in the Amount of \$3,490. Kelly

16. Resolution Approving Contract for Intensive Outpatient, Regular Outpatient and Individual Counseling: Acumen Counseling Associates, LLC: \$20,000. Early

17. Resolution to Approve To Approve Contract for Preparation of Central Cost Allocation Plan and EMS Medicaid Reimbursement Report for Periods Ending June 30, 2011, 2012 and 2013: Maximus, Inc. Hollowell/Martin

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

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

ADJOURN

TO: Chairman and Members of the Board

FROM: Mike Jarman, County Manager

DATE: April 4, 2011

SUBJECT: Items of Interest

1. Email: March 17, 2011: Fredrick J. Balboni, Jr.
Re: Thank You
2. Email: March 17, 2011: Todd McGee North Carolina Association of County Commissioners
NCACC Schedules for April
3. Letter: Eastern Carolina Workforce Development Board
Re: Appointments
4. Letter of Proposal: Robert Griffin
Re: Proposal to provide legal services for 2011 Redistricting
5. Bids on Property
6. Notice of Citizens Informational Workshop
Re: For the Purposed Replacement of Bridge #'s 42,43,26, and 28

From: <mjarman@co.lenoir.nc.us>
To: mjarman@co.lenoir.nc.us
Date sent: Thu, 31 Mar 2011 09:00:51 -0400
Subject: (Fwd) RE: Thank You
Priority: normal

From: "Frederick J. Balboni, Jr"
<fbalboni@balbonicg.com>
To: <mjarman@co.lenoir.nc.us>
Subject: RE: Thank You
Date sent: Thu, 17 Mar 2011 13:01:46 -0400

Hi Mike-

Sorry it took a bit to get back to you!

Your words are kind and you are quite welcome! West is delighted to be developing its business further in Lenoir County. We are thrilled at the dynamic partnership we enjoy with Lenoir County. I would be remiss if I did not state for the record that the services Mark Pope provides to Lenoir County are unmatched. My position requires that I deal with people in Mark's position all across America and I can honestly say that he is the crême of the crop and the County is certainly fortunate to have him looking out for its interests and those of its citizens. Both he and Donna Phillips from the North Carolina Department of Commerce are clearly the A - Team of economic developers!

If you ever need anything from me please do not hesitate to contact me.

Warm regards,

Fred Balboni

From: **Todd McGee <todd.mcgee@ncacc.org>**
To: **"mjarman@co.lenoir.nc.us" <mjarman@co.lenoir.nc.us>**
Date sent: **Thu, 17 Mar 2011 14:29:03 -0400**
Subject: **NCACC E-News Update: NCACC schedules 5 district meetings for April**



NCACC schedules five district meetings for April

- Click [here](#) to download a registration form.

Charter schools, lottery funds, housing of prisoners – these and many other issues impacting counties are being debated by the North Carolina General Assembly now, and those discussions will continue as the state budget is developed in April and early May. The NCACC is coming "on the road" with additional information about these discussions and with instructions on advocating the counties' positions with your Legislators during this critical period of time.

Many non-budget issues of importance to counties are also being discussed, such as annexation reform, workers' compensation reform, changes to the open records laws and other employment-related legislation, and it is important for you to be aware of these issues as you talk with your legislators. Our upcoming series of district meetings, held during National County Government Month, will also give you an opportunity to tell us about issues of concern in your counties and the challenges you are dealing with as you prepare your budgets.

A complimentary dinner will be provided at each location, and there is no fee to attend. However, pre-registration is necessary to assure that we have adequate food and beverage service.

Dates and locations are as follows:

NCACC District Meetings: 2011 Schedule			
Date	Day	County	Venue
April 6	Wednesday	Buncombe	DoubleTree Biltmore Hotel, Asheville
April 7	Thursday	Wilkes	Holiday Inn Express, Wilkesboro
April 14	Thursday	Randolph	Banquet Centre, Asheboro
April 20	Wednesday	Cumberland	Crown Coliseum, Fayetteville
April 21	Thursday	Martin	Eastern Agricultural Center, Williamston

Two NCACC partners have stepped up to help sponsor the meetings to enable the Association to recoup the expenses that would typically be covered by the registration fee. These sponsors are:

Community Eye Care, an endorsed benefits provider of the Association, has agreed to serve as a co-sponsor for all five meetings. The Community Eye Care vision plan enables employees and their dependents to substantially reduce their expenditures for routine eye care, and the plan entails no cost for the county. The CEC plan actually represents a savings for employees, not an extra cost.



Local Government Federal Credit Union has agreed to serve as a co-sponsor for all five



From: **Todd McGee <todd.mcgee@ncacc.org>**
To: **"mjarman@co.lenoir.nc.us" <mjarman@co.lenoir.nc.us>**
Date sent: **Mon, 28 Mar 2011 13:14:16 -0400**
Subject: **NCACC to reschedule its April 21 District Meeting in Martin County**

Michael,

The NCACC must reschedule its April 21 District Meeting in Martin County due to a conflict with the Mid-East Commission's annual banquet, which is also scheduled for the evening of April 21. The NCACC is considering pushing the meeting back to the following Wednesday, April 27. We hope to secure the same facility (Senator Bob Martin Eastern Agricultural Facility), but we won't know for sure if it is available on the 27th until another day or two. In the meantime, if you are aware of any other potential conflicts on April 27, please let me know as soon as you can. We will send out the new date and time once it is finalized.

Thanks, and we apologize for any inconvenience.

Todd McGee
Communications Director
(919) 715-7336



March 21, 2011

George W. Graham, Jr., Chairman
Lenoir County Chief Elected Official
419 Duggins Drive
Kinston, NC 28501

Dear Mr. Graham:

As you are aware, chief elected officials continue to have a central role in the administration of workforce investment activities. Specifically, chief elected officials are responsible for appointing members to the local Workforce Development Board to represent their counties' workforce needs.

We are requesting that the Lenoir County Board of Commissioners make two appointments one representing the Private Sector and one representing Economic Development to the Eastern Carolina Workforce Development Board, Inc. for a two-year appointment, beginning July 1, 2011 and expiring June 30, 2013.

"Private Sector" is defined as: Owners of business concerns, chief executives or chief operating officers of non-governmental employers, or other private sector executives who have a substantial management or policy responsibility.

Please feel free to call me at (252) 636-6901 if you have any questions. Thank you for your continued support.

Sincerely,

A handwritten signature in cursive script that reads "Tammy Childers".

Tammy Childers
Executive Director

cc: Mr. Michael Jarman, Lenoir County Manager

1341 South Glenburnie Road • New Bern, NC 28562
(252)636-6901 voice (252)638-3569 fax email:admin@ecwdb.org
An Equal Opportunity/Affirmative Action Employer

GRIFFIN & GRIFFIN
ATTORNEYS AT LAW
P. O. Box 3062
KINSTON, N. C. 28502-3062

THOMAS B. GRIFFIN (RETIRED)
ROBERT W. GRIFFIN

OFFICES AT
213 E. GORDON STREET
(252) 523-5145
FAX (252) 523-4364

March 25, 2011

Mr. Mike Jarman
Lenoir County Manager
P O Box 3289
Kinston, NC 28502-3289

Re: Proposal to provide legal services for 2011 Redistricting

Dear Mr. Jarman:

Our firm hereby submits its proposal to provide legal services to the Lenoir County Board of Commissioners for 2011 Redistricting at the rate of \$150.00 per hour, not to exceed \$14,500.00. This will include creation of multiple alternative redistricting plans from which the board can choose. I will be available to meet with board members and any citizens to review and refine alternative ideas which they may have about their own variations on alternative plans to assure that they meet legal requirements. All plans shall meet applicable legal requirements of one person-one vote court rulings and the 1965 Voting Rights Act.

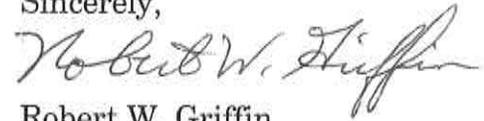
We will publicize the alternative plans through the news media and the county web site. Following a public hearing for citizen comment and adoption of a plan by the board, we shall prepare a Section 5 preclearance package for submission to the U.S. Justice Department, as required by law and work with the Justice Department to answer their questions and concerns.

As we handled Lenoir County's 1978, 1981, 1991, and 2001 redistricting, we believe we are able to provide the greatest amount of redistricting expertise at the least total expenditure by the county, because of our intimate familiarity with the geography and population distribution of Lenoir County gained by a lifetime of living and working in this area.

As the amount of time required to complete redistricting can be affected by the extent to which the board may desire to revise and modify the redistricting proposals to accommodate various interests, we reserve the right to revisit our proposal, if our billings should exceed the maximum projected.

We look forward to working with you to complete the redistricting process.

Sincerely,

A handwritten signature in black ink that reads "Robert W. Griffin". The signature is written in a cursive style with a large, prominent initial "R".

Robert W. Griffin

D:\Client Files\Lenoir County\Redistricting 2011\Proposal-Let1.wpd ^{Rwg}

Action Required		Record Number	Street #	Street Name	Town	Anything on Property	How Acquired	Taxes Owed	Foreclosure Costs	Tax Value	Previous Bid	Current Bid	Recommendation
47.	Picture	15813	211	W. Washington	LaGrange	Yes	Tax Foreclosure	\$ 10,897.50		\$ 16,161.00		\$ 12,000.00	

NOTICE OF A CITIZENS INFORMATIONAL WORKSHOP
FOR THE PROPOSED REPLACEMENT OF BRIDGE NOS. 42, 43, 26 AND 28
ON US 70 BUSINESS (QUEEN STREET) OVER THE NEUSE RIVER AND THE
NEUSE RIVER OVERFLOW IN KINSTON

T.I.P. B-4565

Lenoir County

The North Carolina Department of Transportation (NCDOT) will hold the above Citizens Informational Workshop on Thursday, April 28, 2011, between the hours of 4:30 p.m. and 7:30 p.m. at the Kinston-Lenoir County Visitors & Information Center located at 101 East New Bern Road, Kinston, 28504.

The Citizens Informational Workshop will be informal, open-house style public meeting where citizens can come by anytime between the above-mentioned hours. Maps showing the bridges and will be displayed and NCDOT will be available to answer any questions. The opportunity to submit written comments will be provided and is encouraged. Please note: there will be no formal presentation.

NCDOT proposes to replace Bridge Nos. 42, 43, 26, and 28 on US 70 Business (Queen Street) over the Neuse River and Neuse River overflow. These bridges are in need of replacement due to their deteriorating condition. They will be replaced in their existing location. The NCDOT is in the process of deciding between detouring all traffic offsite during construction versus maintaining all traffic onsite during construction and is seeking public input to weigh into that decision.

Anyone desiring additional information prior to the workshop may contact Mr. John Williams, Project Engineer, Project Development and Environmental Analysis Branch, Bridge Unit, by phone: (919) 707-6178 or by email: jlwilliams@ncdot.gov.

NCDOT will provide auxiliary aids and services under the Americans with Disabilities Act for disabled persons who wish to participate in this workshop. Anyone requiring special services should contact Mr. Williams as early as possible so that arrangements can be made.

**MINUTES
LENOIR COUNTY BOARD OF COMMISSIONERS
March 21, 2011**

The Lenoir County Board of Commissioners met in open session at 4:00 p.m. on Monday, Monday March 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, Linda Rouse Sutton, Tommy Pharo, and Eric Rouse

Members Absent: None

Also present were: Tommy Hollowell, Assistant 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 p.m. Ms. Brown offered the invocation and Mr. Graham led the audience in the pledge of allegiance.

Mr. Graham apologized for the limited space and he stated the Commissioners room has not been enlarged for many years. Most of the people in attendance were there for two specific reasons. Mr. Graham stated we will rearrange the agenda and put the hot issue at the very front of the meeting, in order to make space. First, there were two issues that needed to be addressed that were relative to the meeting.

PUBLIC INFORMATION

Ms. Kay Johnson Director of Membership Services at the Kinston-Lenoir County Chamber of Commerce presented the Board with the Youth Town Hall Invitation for April 2, 2011 at 10:30 a.m. Ms. Johnson stated she was representing Ms. Laura Lee Sylvester, whom could not attend, due to a death in the family. Ms. Johnson stated to her knowledge all the Board members had received an invitation and she hoped that all the Board members would be on the panel. Mr. Jarman asked for clarity on the invitation, because everyone was not aware that elected officials were being asked to serve on a panel at the last meeting. Ms. Johnson stated the Commissioners and the City Council are being invited to be part of the leadership academy. There are fifty youth that have been working since January 29 to learn more about civic responsibilities and how the Board can be mentors to them. Ms. Sylvester will be back in town this week and will answer any questions. Mr. Rouse stated he will be out of town at that time and unable to attend. Mr. Jarman stated the Board received a copy of the invitation at the last meeting, but it was not clear that they were asking the Commissioners to be panelist. Ms. Johnson thanked everyone and stated she looked forward to working with them. Mr. Jarman asked the Board to address Item No. 4, since issues with the chamber were being addressed.

Item No. 4 was a Resolution declaring the month of April 2011, "Think Lenoir County". Mr. Scott Crocker, Chairman of the Business and Tourism Committee for the Kinston-Lenoir County Chamber of Commerce, presented the Board with a resolution. He stated the project started a few years ago to help encourage citizens to shop local. It shows community loyalty to

our business owners and keeps the sales tax here in the County. Mr. Pharo stated he serves on the committee. They work very hard and are doing a great job. Mr. Jarman advised the Board to take action on this by approving the resolution declaring April 2011 as "Think Lenoir County Month". Upon a motion by Mr. Pharo and a second by Ms. Sutton Item No. 4, was unanimously approved.

Mr. Graham stated the Board wished to acknowledge Ms. Rachel Delaney, who recently crowned NC State Junior Miss. Mr. Pharo stated she was the first in many categories and that qualified her to participate in the state finals. She was a finalist in the categories of fitness, interviews, and self expression. She will compete in September in Mobile, Alabama as North Carolina's representative. Ms. Delaney thanked everyone for their support and stated it has been an amazing experience. She asked the County and the City to continue to support the Junior Miss program.

ITEMS FROM THE CHAIRMAN/COMMISSIONERS

Mr. Graham stated this is not part of the public hearing, and there are people present to speak. At the last meeting, Mr. Bob Smith asked to speak and was able to at a later time in the meeting. We want to give everyone the opportunity to do so in regard to the Hwy 70 Median project and Mr. Graham asked for anyone, who wanted to speak, to please sign in. Mr. Graham stated since it was Mr. Rouse's proposal so he would turn it over to him. Mr. Rouse addressed the Board with a Resolution regarding the Hwy 70 Median project that states 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. The 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 with their attempts to stay profitable and retain full employment for our citizens. 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. The citizens of the County are fearful of losing ease of access to the businesses frequented and located along the Highway 70 Median project between Highways 258 South and 58. It was requested by the Lenoir County Board of Commissioners 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 negative economic impact on the community and affected businesses. Mr. Rouse stated a copy of this resolution has been sent to the NCDOT, the Governor, and the Legislative Representatives. This was brought up at the last Commissioners' meeting and it was to be forwarded to the Transportation Committee to be voted on, but they did not have a quorum, so it is being brought back up. Mr. Rouse stated he wanted to hear from the people who were present concerning their views, and asked if any letters had been received. Mr. Jarman stated he received two letters, one from a Mr. Wilder and one from Mr. Barrus, and they were forwarded to the Transportation Committee. Mr. Rouse asked if there were any for the resolution, and Mr. Jarman stated both letters were for the resolution, and there may have been one more but it was addressed to Economic Development. Mr. Rouse stated as an addendum to

this he will be leaving at 7:00 p.m. to attend a meeting at the City Council to ask them to adopt a similar resolution. Mr. Rouse asked for the citizens who came to speak. Ms. Susie Jenkins, owner of the Kinstonian Family Buffet, stated to her knowledge, everyone except Mr. Pharo has eaten at her restaurant. Ms. Jenkins stated that if they go through with this Median Project, this would kill her business and asked the Board to reassess their decision to vote against this. She stated that she has a poor business and serves poor and elderly people. The elderly customers would not be able to survive a turn around and there will be wrecks. Citizens can access businesses easily now and with the median they will not be able to, especially with beach traffic. Ms. Jenkins stated she was told by the DOT she would be out of business for about four months while the project is being completed. Ms. Jenkins asked how will a 70 year old elderly person be able to get to her business and how the County will lose out on sales and employee taxes that she pays. Ms. Jenkins stated she was told that she would be contacted, and has not heard from anyone, but has spoke to everyone on the Board except Mr. Davis and Mr. Rouse, who are against this. Ms. Jenkins begged the Board if they thought anything of Lenoir County, not to do this and if it is not broken, don't fix it. Ms. Jenkins stated she has been in business for many years and she appreciated everyone's business and that people 70 years old will not be able to figure out how to use the turn around. Mr. Pharo stated he is also against this and Ms Jenkins stated that she read where Mr. Daughety was for the Median Project. Mr. Daughety stated it was incorrect and at no point was he for the project and he has been an advocate on what is best for the business owners on that strip. Mr. Daughety also stated he has never told anyone that he supports the Median Project. Mr. Graham called Mr. Pearson, owner of Pearsons and Bert's Surf Shop, to address the board. He stated they his wife has been calling about this matter up until this point, and she is also available to speak. Mr. Pearson said he had been blackmailed by the DOT because there were three (3) large trees in front of his business that made it impossible to see the business sign when approaching it and was told he could not cut them down because they belong to the Highway Commission. When the Median Project came up he was told by the DOT that if he voted for the Median Project they would then cut the trees down and he felt that it was blackmail. Mr. Graham called Mr. Russell Rhodes to approach the board and he asked for all of the citizens, who were opposed to the Median project, to stand. Mr. Rhodes then stated these are the people who pay sales tax and asked the Board to support the resolution as a whole. There were resolutions to support this project, but it still left the business in harm's way. A lot of the business owners did not contact the Board early in the process because they expected the Commissioners to represent them. Mr. Rhodes stated this is the time to stand up and support Mr. Rouse's resolution. Mr. Graham called Mr. Bob Smith to approach the Board. He thanked the Commissioners for serving the County. Mr. Smith stated Hwy 70 is a very valuable asset to Lenoir County. Putting up barriers to easy access to their business, Mr. Smith states he is against. These are challenging times we live in. Today is an opportunity to support small businesses. Mr. Smith stated, this week he read in the paper that the Economic Development Director was addressing concerns about local industry incentives coming our way and the individual quoted this in the newspaper. Those who are not in favor of the Median have been said to be jumping to conclusions. Mr. Smith stated he has been in business on Hwy 70 for thirty-two (32) years, and feels it is a profitable asset. These people are his neighbors, from his shop to LaGrange, and he did not appreciate their opinions being labeled like that. The DOT said Lenoir County is unfocused, uncooperative, and difficult to work with, and they are amazed at the instability per the newspaper. Mr. Smith stated this was a compliment and they were speaking for business owners on Hwy 70. Mr. Smith stated he was called special interest. He

stated this is his livelihood and was wondering why the hurry to limit the access on Hwy 70. His question was answered at the Transportation Committee meeting that he attended. He stated he enjoyed the meeting, and saw the words U.S. 70 Corridor Commission who are the individuals that want to bypass Kinston quickly. Their desire is to bypass Kinston on the way to Morehead, then Raleigh. Mr. Smith then read information he received at the meeting stating the U.S. 70 Corridor Commission unanimously approved seeking funding for sections that have no medians between Garner and Morehead City. Mr. Smith stated he had twenty (20) years of experience dealing with Transportation about the bypass and was told they would not prosper, questions were asked and then they went on to someone else. A consultant named Kimberly Horn spoke with Mr. Smith and told him that he was thinking the wrong way. She said not to think locally, think regionally, and Mr. Smith stated based on the Census, Lenoir County has not seen it in numbers. There are people in Raleigh already working on how to put another spin on things, and that is invalid. This is an opportunity to support small business and he too does not support the Median Project. Ms. Alban Barrus stated he has property on Hwy 70 that he leases, and it will not be leased for long, if they cannot access it. There are ready mixed concrete trucks that have to get in, and with the median, they will not be able to and they won't have any choice but to move. Mr. Barrus stated the main office is in the back of the building and you can't do business if people can't get in and if this happens, he will possibly lose two tenants. Mr. Graham asked Mr. Griffin for his legal advice, because it was voted that this be referred to the Transportation Committee and in return they report back to the Board with a recommendation. Mr. Griffin confirmed it was voted to refer it to the Transportation Committee. Mr. Jarman stated on page two of the March 7, 2011 minutes it reads: Mr. Graham asked if this is a motion by Mr. Daughety and a second by Ms Sutton and Mr. Griffin stated the superseding motion is Mr. Daughety's motion to refer this to the Transportation Committee, and upon agreement the motion was carried. Ms. Brown stated it was not voted on at the Transportation Committee meeting because there was not a quorum. Mr. Graham asked when the next meeting was and Mr. Daughety, stated as the acting Chairman, the meeting is scheduled for April 13, 2011 at 8:30am. Mr. Daughety stated he has contacted all the voting members to make sure they will be present to deal with this, and other issues, and the plan is to take it up then. Mr. Graham stated procedures have been set and procedurally we should follow them. Mr. Rouse stated he respectfully disagreed and this should be voted on and we need to show these business owners support by forwarding this on. Ms. Sutton stated we need to look at not just the issue, this is a protocol we have in place. Mr. Rouse stated if one of the committees fails to meet we cannot hold this up if this happens again. Ms. Sutton stated, if we send this to them and if then they make a recommendation, it will make this stronger, and if anyone has any questions they can be answered. Ms. Sutton stated it is not a matter of anyone on this council saying they are against Hwy 70, we are saying we don't have that authority. Ms. Sutton stated she supports them 100%. They pay taxes that the county needs. For people to say they are stopping this is wrong. Mr. Rouse stated as elected officials, we need to support the citizens, it was sent down to the committee and not voted on. Mr. Daughety asked Mr. Rouse if there was a time limit set on this, which was not indicated. Ms. Sutton stated that to have this thrown on them without knowing anything about it is wrong. Mr. Daughety stated there is no one here that is against this. Mr. Graham then asked Mr. Laroque, whom was in the audience, to stop giving influence to members on the Board about how to vote and he does not go to his meetings influencing what is being voted on while it is in session, and to please show some courtesy. Mr. Daughety stated there are procedures in place that we have to honor. It was voted on at the last meeting for a

change in leadership with the Transportation Committee because the process was not being followed. We have very good people on the committee that have been appointed to help make these decisions, and if we vote on this we are being hypocritical by not following the standard. No one said they are in favor of this project. Mr. Rouse stated we can politically wrangle this and he is just doing what the people have asked him to do. Ms. Brown stated she didn't understand why we would defer from this recommendation just because of the situation, and there are some recommendations that have been brought up two or three times. Mr. Daughety stated to his understanding at the earliest the DOT said the median will happen is May. Mr. Smith stated it would have not come up if he had not been at the Transportation Committee meeting, it was voted to have a discussion since there was not a quorum, and he was also asked to read the resolution. Mr. Daughety stated he gave him his copy of the resolution from the last Commissioners' Meeting. Ms. Sutton stated they are not the ones that make the decisions and Mr. Smith stated he looked forward to a decision. Mr. Graham stated that Mr. Rouse made a motion, he asked for a second, and Mr. Pharo then made a second. The debate had been on whether or not this goes back to the Transportation Committee or override and make a decision. Mr. Davis stated it bothers him that the people who are appointed were not in attendance to make a decision at the last Transportation Committee meeting and then it was brought back up. Mr. Graham then asked for a call to the question with a yes-Rouse, no-Sutton, yes-Davis, no-Graham, yes-Pharo, no-Brown, no-Daughety. Motion carried to refer this back to the Transportation Committee.

ITEMS FROM THE COUNTY MANAGER

Item No. 2 was items from the County Manager: Mr. Jarman presented the Board with an email from Neil Lassiter at the North Carolina Department of Transportation in reference to Commissioner Brown's request for a signal at J.P. Harrison Blvd., and Tower Hill Rd. Mr. Jarman stated they had responded and stated there is a study taking place. Mr. Jarman asked the board to review the Minutes from the Kinston-Lenoir County Parks and Recreation meeting. Mr. Jarman asked the Board to check their calendar and decide on a date for the Joint Meeting with the City Council either March 28 or March 30, 2011 at 5:30pm at the conference room in the Tax Building. Mr. Daughety stated there is going to be a public hearing on the Bridges at 6:00pm on March 28 at the Visitors Center. Mr. Jarman stated if March 30, 2011 will not work he will ask for alternate dates and the Board agreed. Mr. Jarman stated he will continue to give updates on what is happening in regard to the State's Budget and with the County being able to house misdemeanants, and stated it will cost about \$800,000, but it is still in discussion. Mr. Graham asked if we are paying for juveniles and Mr. Jarman stated there is an increase in cost when they are here.

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: March 7, 2011

PROCLAMATION/BUDGET ORDINACE/RESOLUTIONS

Item No. 5 Resolution Authorizing the approval for the North Lenoir Fire Protection Association to expand its fire insurance district to all areas not incorporated in another fire insurance district within six miles of North Lenoir Station Number Three located on Kennedy Home Road. Mr. Dail stated Commissioners must approve changes in Fire Protection Districts in accordance with North Carolina General Statute 69-25.11. North Lenoir Fire Protection Association has met all requirements set by North Carolina General Statute 69-25.11 for the expansion of the Fire District and all appropriate documentation is on file at the Lenoir County Fire Marshal's Office. Upon a motion by Mr. Davis and a second by Ms. Sutton Item No. 5 was unanimously approved.

Item No. 6 Resolution Authorizing Emergency Repair of a D6R Dozer, by NC Industrial Equipment Inc.: \$22,000. Mr. Hollowell stated this resolution is to authorize the emergency repair of a D6R Dozer, by NC Industrial Equipment, Inc. of Oxford, NC, in the amount of \$22,000.00. (Based on reusable block, crank shaft and cylinder head). The D6R Dozer owned by the landfill is constantly moving dirt all over landfill. The dozer lost power and needed emergency repair. The landfill operations must continue; therefore, it was necessary to diagnose and repair the equipment as soon as possible. This unit was purchased in 2003 from Gregory Poole, Inc. at a cost of \$250,326.50. This is a specialized piece of equipment designed exclusively for landfill operations; therefore, the dealer was contacted to diagnose the problem. After several hours of tests, the problem was determined to be in the engine. (10,000 hours of service). Once the pins were taken out they found they needed to be repaired. This specialized piece of equipment was purchased in 2003. The Solid Waste Director requested bids for the repair from 5 vendors. NC Industrial Equipment of Oxford, NC, provided the lowest bid. A Summary of the bids follows:

ESTIMATE OF REPAIRS: Gregory Poole, Inc.	\$29,909.00
NC Industrial Equipment Co.	\$22,000.00
Carraway Truck Repair	Job Declined
Joyner's Truck Repair	Job Declined
Road Machinery	Job Declined

Approval of this resolution will allow for the emergency repair of the D6R Dozer, the encumbrance of funds and the payment of the repair bill. Upon a motion by Ms. Sutton and a second by Ms. Brown Item No. 1 was unanimously approved.

Item No. 7 Resolution authorizing Lenoir County Health Department to Execute a purchase order for Construction of the Registration Area by Jarman Construction Company, Inc.: \$23,400. The Board is asked to grant permission to Lenoir County Health Department to utilize

Aid to County funds- Essential Services for renovation of the Registration area per, the contractor's proposal.

Funding Source:

Aid to County Funds:

Essential Services- Dept. Supplies- 10-5110-2900-\$23,400.00

Mr. Huff stated the renovation is to improve effectiveness, accessibility, and quality of personal and population-based health services. This is to assure patient confidentiality and compliance with HIPPA requirements and to improve patient registration efficiency. This action is necessary to prove sufficient accounting of expenditures and to comply with applicable laws. This will also help patients get in and out faster and the staff will be cross trained. Upon a motion by Ms. Brown and a second by Ms. Sutton Item No. 7 was unanimously approved. Mr. Huff stated the dangerous dog hearing went well and people were interested in hearing about the modification to install a radio control for the dog. This will help confine the dog to the backyard. Mr. Graham asked how many animals does the Kennel hold at the animal shelter and Mr. Huff stated about 32. There are plans for a new shelter and they are looking at property that can be donated.

Item No. 8 was a Resolution Authorizing the Criminal Justice Partnership Program Day Reporting Center Application and Receipt of Funding from the Criminal Justice Partnership (CJPP) for Fiscal Year 2011-2012. Mr. Early stated the Criminal Justice Partnership Program/Day Reporting Center is funded through the Department of Corrections. The Criminal Justice Program began in Lenoir County in 1996 and has continued since that time. The CJPP/DRC concept began in March 2007. There are several goals of the Day Reporting Center: 1) Reduce the cost to the County and State by providing an alternative community resource in lieu of incarceration; 2) Reduce recidivism by assisting offenders in becoming productive citizens by assisting offenders in obtaining GED, obtaining and maintaining jobs, and reducing drug dependency; 3) Reducing the cost of incarceration to the State and County in fiscal year 2011-12. The CJPP Day Reporting Center has worked with over 100 people in the last two fiscal years. The success rate has been 52-56% annually, far exceeding the 42% state average. Based on that rate, the savings to the county and state has been approximately \$800,000 annually vs. the cost of incarcerating those offenders. This amount is derived by comparing the cost of \$60-\$70 dollars per day to incarcerate an offender vs. the cost of participating in the DRC. In addition, the offenders become productive taxpaying citizens upon completing the program. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 8 was unanimously approved.

Item No. 9 was a Resolution A. Resolution Approving Economic Development Incentive Agreement: West Pharmaceutical Services: \$500,000. Mr. Pope stated this is a \$29 million dollar investment that will spread out of the next five (5) years. West Pharmaceutical Services located in Lenoir County in 1974 with an initial investment of approximately \$3 million. West Pharmaceutical constructed an 80,000 SF manufacturing facility to produce molded rubber pharmaceutical products. In the mid 1980's they completed an \$8.5 million expansion adding 55,000 SF and 25 new jobs. In January 2003 a tragic explosion forced the company to close its Rouse Road location. In June 2003, West Pharmaceutical Services purchased Lenoir County's

Shell Building No. 2 located at 1028 Enterprise Boulevard, Kinston, NC, and resumed operations in early 2004. In 2007, West Pharmaceuticals expanded this facility with a 30,000sf addition and invested an additional \$18 million in new non-depreciated capital investment. The company now desires to upgrade this facility into a “world-class facility” that represents a non-depreciated capital investment of **\$29,000,000**. Competition for this project came from locations in three other states: St. Petersburg, FL; Kearney, NE and Jersey Shore, PA. Founded in 1923, and headquartered in Lionville, PA, West Pharmaceutical is a premier partner to the pharmaceutical and bio-tech industry. They have been a corporate citizen in Lenoir County for thirty-seven years and we are fortunate to have this company expand again in our community. This “world class facility” will boost Lenoir County and NC’s marketing efforts tremendously in our effort to attract other bio-tech and pharmaceutical manufacturing companies. In the event that West Pharmaceuticals unable to meet the total investment, the grant will be prorated based upon the actual goals achieved. This performance will be reported to the Board on an annual basis. Agreement No. 1 with West Pharmaceutical executed June 19, 2003 will expire on December 31, 2015. The goals of Agreement No. 1 to invest \$16 million in capital investment and create 200 jobs have been fulfilled. The \$18 million investment goal of Agreement No. 2 has been met; and the creation of the 154 jobs was at 87% as of 12/31/2009. As of January 1, 2010 the assessed value of the Lenoir County facility was over \$39 million. Funding partners for this project includes the State of NC, NC’s Eastern Region, Lenoir Committee of 100 and the City of Kinston. Upon a motion by Ms. Sutton and a second by Ms. Brown Item No. 9 was unanimously approved.

APPOINTMENTS

Item No. 13 was a Resolution Approving Citizens to Boards, Commissions, Etc. The following reflects existing vacancies and appointments. Upon a motion by Ms. Brown and a second by Mr. Davis, the Board approved the appointment of Meredith-Leigh Craig, Forrest Dawson, and William W. Whittington to the Board of Equalization and Review.

BOARD/COMMITTEE/COMMISSION	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
Board of Equalization and Review 2 nd Appearance	Meredith-Leigh Craig (Re-Appointment)	March 2014
Board of Equalization and Review 2 nd Appearance	Forrest Dawson (Re-Appointment)	March 2014
Board of Equalization and Review 2 nd Appearance	William W. Whittington (Re-Appointment)	March 2014
Parks and Recreation Board 1 st Appearance	Kendall W. Huffman (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**

Mr. Griffin stated it is redistricting time and, this is a requirement for the County Commissioners' districts. Every ten (10) years we get a new count and have to compare the population in each of the five (5) districts. The largest cannot have more than 10% of the people the smallest has, and some balancing has to be done. It is the Boards job to decide what the districts will look like. Mr. Griffin stated it is his job to look at the legal aspects and they are complex. It is the Board's job to pick a plan for the next ten years. Mr. Griffin stated in the past the Board employed him to develop a plan and stated he does not play favorites. The process is open and he will make it available to everyone. Ms. Griffin stated once everything is complete, the board approves a plan and then it cannot be implemented until it is submitted to the U.S. Justice Department for clearance. They take about sixty (60) days. They may request additional information that may take another sixty (60) days. Mr. Griffin stated some counties hire independent firms, but he can give quicker and cheaper service and he has done the last four (4). He stated he will have a proposal at the next meeting and would like to shop for redistricting software that will make the process easier. Mr. Rouse asked if this was under his current contract and the projected cost. Mr. Griffin stated he is looking at the cost and that consulting firms charge \$20,000 and up. Mr. Davis asked if there has been a lot of shifting and Mr. Griffin stated that is something that will be looked at, especially with the flood buy out that took place from 1999-2003. The current plan did not take that into account. Mr. Jarman stated that the statistics will show the various changes and there will be some differences.

Mr. Pope notified the Board of the C-100 celebration and West Company tour on April 19, 2011.

Mr. Graham asked Mr. Daughety to chair the Transportation Committee through June 30, 2011 to get us out of this fiscal year. Mr. Garham stated that in next month we will like to look at procedure policy and content. Mr. Graham stated he will send Mr. Laroque an apology for the comment that he made at today's meeting. Mr. Rouse stated it was nice to hear public comments first. Ms. Sutton stated that the people were not aware and Mr. Rouse stated it was not handled perfectly. Mr. Daughety stated he filled in at the last Transportation Committee meeting and everyone was given the opportunity to speak including Mr. Smith, Mr. Rhodes and, Ms. Jenkins. They knew it would be sent to the Commissioners and they were given the opportunity to speak. Ms. Brown stated one of the business owners called here and stated she was told certain things were going to happen. Mr. Jarman stated not to cloud these issues. Mr. Rouse stated he will do a different resolution and Mr. Griffin stated to put the recommendation into a new form. Ms. Sutton stated it does not matter what is about, this puts us in a bad position and we are trying to

do the right thing. Ms Brown stated we need to act like adults. Mr. Daughety stated we are against not following procedure, and at the end of the day, this will be voted on by the state board. We have someone who represents the county and we do not need to lose out.

Upon a Motion by Ms. Brown and a second by Ms. Sutton the meeting adjourned at 5:45 p.m.

Respectfully submitted,

Reviewed By

Latanya Green (Interim)
Clerk to the Board

Michael W. Jarman
County Manager

INTRODUCED BY: Michael W. Jarman, County Manager **Date:** 04/04/2011 **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	The CIT Group	54858	547.39	Out of County
2001	Purchase Power	53181	433.57	Double Listed
2010	Daniel Pittman	57137	492.66	Corrected Listing
2009	Latasha Streeter	40157	394.25	Corrected Listing
2010	Latasha Streeter	40157	375.26	Corrected Listing
2010	Crews Cecil	5748	124.10	Corrected Listing
2010	Fields Essie	8561	339.20	Legal Exemption
2010	Nimmo Farms LLC	69253	171.02	Adjusted Value
2010	Tzuridis Maria	69205	200.00	Out of Business
2005	Betsy Streeter	40779	597.88	Double Listed
2006	Betsy Streeter	40779	535.82	Double Listed
2001	Melvin Kelly	39817	317.91	Double Listed
2002	Melvin Kelly	39817	282.71	Double Listed
2006	Gardiner Randle	80284	243.22	Double Listed
2009	Hardee Frank	35125	118.54	Corrected Listing
2010	Hardee Frank	35125	130.82	Corrected Listing
2010	Harris Danny	15106	140.97	Corrected Listing
2010	Shepherd Jacob	25811	317.73	Corrected Listing
2010	Mills Tommy	697	133.52	Double Listed
2008	Sanchez Olga	66685	284.61	Corrected Listing
2009	Sanchez Olga	66685	234.36	Corrected Listing
2010	Martin Margaret	51017	121.87	Corrected Listing
2010	Cauley Edmond	4469	300.23	Legal Exemption
2010	Vandiford John	40370	226.51	Double Listed
2011	Bostic Richard	30664	672.00	Landfill Double Listed

2010	Johnson Walter	15534	110.26	Corrected Listing
2009	Bright Mallorie	23352	204.36	Double Listed
2010	Bright Mallorie	23352	193.31	Double Listed
2010	Thompson Charles	29717	117.57	Corrected Listing
2006	Starling Robert	24493	784.31	Corrected Listing
2005	Stancil Jeri	11931	266.52	Corrected Listing
2006	Stancil Jeri	11931	249.83	Corrected Listing
2007	Stancil Jeri	11931	612.43	Corrected Listing
2008	Stancil Jeri	11931	529.67	Corrected Listing
2009	Stancil Jeri	11931	439.05	Corrected Listing
2010	Stancil Jeri	11931	307.61	Corrected Listing
2009	Lee Spencer	8599	170.46	Double Listed
2010	Mitchell Betty	55534	121.08	Corrected Listing
2010	Chase Minnie	55178	160.19	Double Listed
2007	Horne Angela	39927	125.70	Corrected Listing
2009	Mewborn Travis	30938	305.40	Corrected Listing
2010	Mewborn Travis	30938	255.37	Corrected Listing
2008	Mewborn Travis	30938	345.33	Corrected Listing
2008	Herrera Ricardo	16818	103.34	Double Listed
2010	Herrera Ricardo	16818	100.53	Double Listed

Refunds

Year	Name	Account	Amount	Reason
2010	Steiner Corporation	52868	4270.63	Keying Error
2010	Wells Landscaping	62786	120.39	Corrected Situs
2010	Stone David	27665	240.00	Corrected Listing
2010	Edwards Thomas	54023	106.63	Adjusted Value
2010	Wells Landscaping	62786	596.92	Corrected Situs
2010	Riverview Townes	15730	7474.94	Adjusted Value

MANAGER'S RECOMMENDATION:

Approval of releases as set out above.


Initials

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman 04/04/11
Date

ATTEST Date

Item No. 5



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2010-2011
 Appropriations

Budget Amendment # _____
 Date Approved _____

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
GENERAL	HEALTH	VARIOUS
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> REVENUES		Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> EXPENDITURES
Account # and Title	Amount	Account # and Title Amount
<u>INCREASE</u>		<u>INCREASE</u>
Family Planning (State) 10-3502-3300	1,450.00	Adult Health Program 10-5150-2390 Medical Supplies
		1,450.00
Total	1,450.00	Total 1,450.00
Reason and Justification for Request: Additional state funding provided to support Family Planning Program		
Department Head Approval	Date	Finance Officer Approval Date
<i>[Signature]</i>	3/16/11	<i>Maria H. Martin</i> 3/17/2011
Budget Officer Approval	Date	
<i>Maria H. Martin</i>	3/17/11	
Board Approval (When Applicable)	Date	Date of Minutes

Finance Office - Copy

Department - Copy

Administration - Copy

Item No. 6

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: NON-DEPARTMENTAL: \$2,180.: INCREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2010 - 2011
 Appropriations

Budget Amendment # _____
 Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		NON-DEPARTMENTAL		VARIOUS	
Check One Box New Appropriation: <input type="checkbox"/> Line Item Transfer: <input type="checkbox"/> REVENUES			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> EXPENDITURES		
Account # and Title	Amount	Account # and Title	Amount		
<u>INCREASE</u>		<u>INCREASE</u>			
10-3210-1100 2010 TAX LEVY	2,180.00	10-4200-1913 PROF SVCS-BUS PER PROP AUDIT	2,180.00		
Total	2,180.00	Total	2,180.00		
Reason and Justification for Request: To appropriate additional property tax revenue received by the County as a result of a business personal property tax audit being conducted by County Tax Services, Inc. The County contracted with County Tax Services, Inc. in May of 2010 to conduct the audit. County Tax Services, Inc. receives a 30% commission on all business personal property discoveries found as a result of the audit. The County pays this commission only after the taxpayer pays the discovery tax bill. The Board approved the contract with County Tax Services, Inc. on May 17, 2010, Item #8.					
Department Head Approval		Date	Finance Officer Approval		Date
<i>Martha H. Marti</i>		<i>3/23/2011</i>	<i>Martha H. Marti</i>		<i>3/23/2011</i>
Budget Officer Approval		Date			
Board Approval (When Applicable)		Date	Date of Minutes		

Finance Office - Copy

Department - Copy

Administration - Copy

County Tax Services, Inc.

PO Box 37642
Raleigh, NC 27627-7642
(919) 781-4666

INVOICE

DATE	INVOICE
3/8/2011	3272

TO: Lenoir County Tax Office
Hugh Woodard
PO Box 459
Kinston, NC 28502

TP NUMBER	TP NAME
5510	Wallace, Morris, Barwick, PA

ITEM	DESCRIPTION	AMOUNT
Represents % of Total Paid	Audit Services Rendered	114.08

APPROVED BY D. Daniel
DATE APPROVED 3/23/11
ACCT. 10-4200-1913

Make checks payable to: County Tax Services, Inc. - Please identify payment by Invoice Number. If there are any questions concerning this invoice, please call: Tonia Bowen @ (919) 781-4666.

Total	\$114.08
Payments/Credits	\$0.00
Total Amount Due	\$114.08

THANK YOU FOR YOUR BUSINESS

County Tax Services, Inc.

PO Box 37642
 Raleigh, NC 27627-7642
 (919) 781-4666

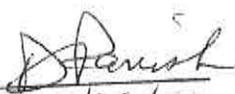
INVOICE

DATE	INVOICE
3/8/2011	3273

TO: Lenoir County Tax Office
 Hugh Woodard
 PO Box 459
 Kinston, NC 28502

TP NUMBER	TP NAME
5511	Triple R Electric, Inc.

ITEM	DESCRIPTION	AMOUNT
Represents % of Total Paid	Audit Services Rendered	59.92

APPROVED BY 
 DATE APPROVED 3/23/11
 ACCT. 10-4200-1913

Make checks payable to: County Tax Services, Inc. - Please identify payment by Invoice Number. If there are any questions concerning this invoice, please call: Tonia Bowen @ (919) 781-4666.

Total	\$59.92
Payments/Credits	\$0.00
Total Amount Due	\$59.92

THANK YOU FOR YOUR BUSINESS

County Tax Services, Inc.

PO Box 37642
Raleigh, NC 27627-7642
(919) 781-4666

INVOICE

DATE	INVOICE
3/8/2011	3274

TO: Lenoir County Tax Office
Hugh Woodard
PO Box 459
Kinston, NC 28502

TP NUMBER	TP NAME
5494	CSJ Construction Co., Inc.

ITEM	DESCRIPTION	AMOUNT
Represents % of Total Paid	Audit Services Rendered	2,005.19
<p>APPROVED BY <u><i>D. Danish</i></u> DATE APPROVED <u>3/23/11</u> ACCT. <u>10-4200-1913</u></p>		
Make checks payable to: County Tax Services, Inc. - Please identify payment by Invoice Number. If there are any questions concerning this invoice, please call: Tonia Bowen @ (919) 781-4666.		Total \$2,005.19
		Payments/Credits \$0.00
		Total Amount Due \$2,005.19

THANK YOU FOR YOUR BUSINESS

ACCOUNT NO.	DESCRIPTION	PARCEL ID NUMBER	LOTS/ACRES	TAX YR	RECORD	
30095 101	2010 N 2010		0.00	2010	51559	
BILL DATE	TOWNSHIP	CITY OR TOWN				
01142011	102-FALLING CREEK	0-				
ASSESSED	VALUES	EXEMPTION	AMOUNTS	TAXES LEVIED	RATE	AMOUNT
			COUNTY		.8000	27.66
			24 NORTH LENOIR FIRE D		.0450	1.56
				LATE EXISTING PENALTY		2.92
				NET VALUE	34571	TOTAL TAX 32.14

TRIPLE R ELECTRIC INC
PO BOX 6116
KINSTON, NC

DATE	TAXES	INTEREST	LIBN	COST	AMOUNT	RECORD	RECEIPT	CLERK	TYPE
01142011	32.14	0.64	0.00	0.00	32.78	10814	1D	SACDISCOVER	
01252011	32.14	0.64	0.00	0.00	32.78	77646	68927F	JOH	PAYMENT
03232011	0.00	0.00	0.00	0.00	0.00				<--BALANCE DUE

DUPLICATE RECEIPT/CURRENT STATEMENT PREPARED BY DGP ON 03232011

LENOIR COUNTY TAX DEPARTMENT AD-VALOREM TAX STATEMENT 03232011

ACCOUNT NO.	DESCRIPTION	PARCEL ID NUMBER	LOTS/ACRES	TAX YR	RECORD	
30095 101	07,08,09 N 2010		0.00	2010	51558	
BILL DATE	TOWNSHIP	CITY OR TOWN				
01142011	102-FALLING CREEK	0-				
ASSESSED	VALUES	EXEMPTION	AMOUNTS	TAXES LEVIED	RATE	AMOUNT
			COUNTY		.8000	118.92
			24 NORTH LENOIR FIRE D		.0450	6.47
				LATE EXISTING PENALTY		38.30
				TOTAL TAX		163.69

TRIPLE R ELECTRIC INC
PO BOX 6116
KINSTON, NC

DATE	TAXES	INTEREST	LIBN	COST	AMOUNT	RECORD	RECEIPT	CLERK	TYPE
01142011	163.69	3.27	0.00	0.00	166.96	10802	1D	SACDISCOVER	
01252011	163.69	3.27	0.00	0.00	166.96	77647	68928F	JOH	PAYMENT
03232011	0.00	0.00	0.00	0.00	0.00				<--BALANCE DUE

DUPLICATE RECEIPT/CURRENT STATEMENT PREPARED BY DGP ON 03232011

ACCOUNT NO.	DESCRIPTION	PARCEL ID NUMBER	LOTS/ACRES	TAX YR	RECORD	
5223 101	05,06,07,08,09 N 2010		0.00	2010	51550	
BILL DATE	TOWNSHIP	CITY OR TOWN				
01142011	104-KINSTON	0-				
ASSESSED	VALUES	EXEMPTION	AMOUNTS	TAXES LEVIED	RATE	AMOUNT
				COUNTY	.8000	3762.01
				28 SANDY BOTTOM FIRE D	.0800	348.44
				LATE LISTING PENALTY		1561.84
				TOTAL TAX		5672.29

CSJ CONST CO INC
1419 CONNER LANE
KINSTON, NC

DATE	TAXES	INTEREST	LIEN COST	AMOUNT	RECORD	RECEIPT	CLERK TYPE
01142011	5672.29	113.45	0.00	5785.74	10784	1D	SACDISCOVER
01182011	5672.29	113.45	0.00	5785.74	26096	67377F	AML PAYMENT
03232011	0.00	0.00	0.00	0.00			<--BALANCE DUE

DUPLICATE RECEIPT/CURRENT STATEMENT PREPARED BY DGP ON 03232011

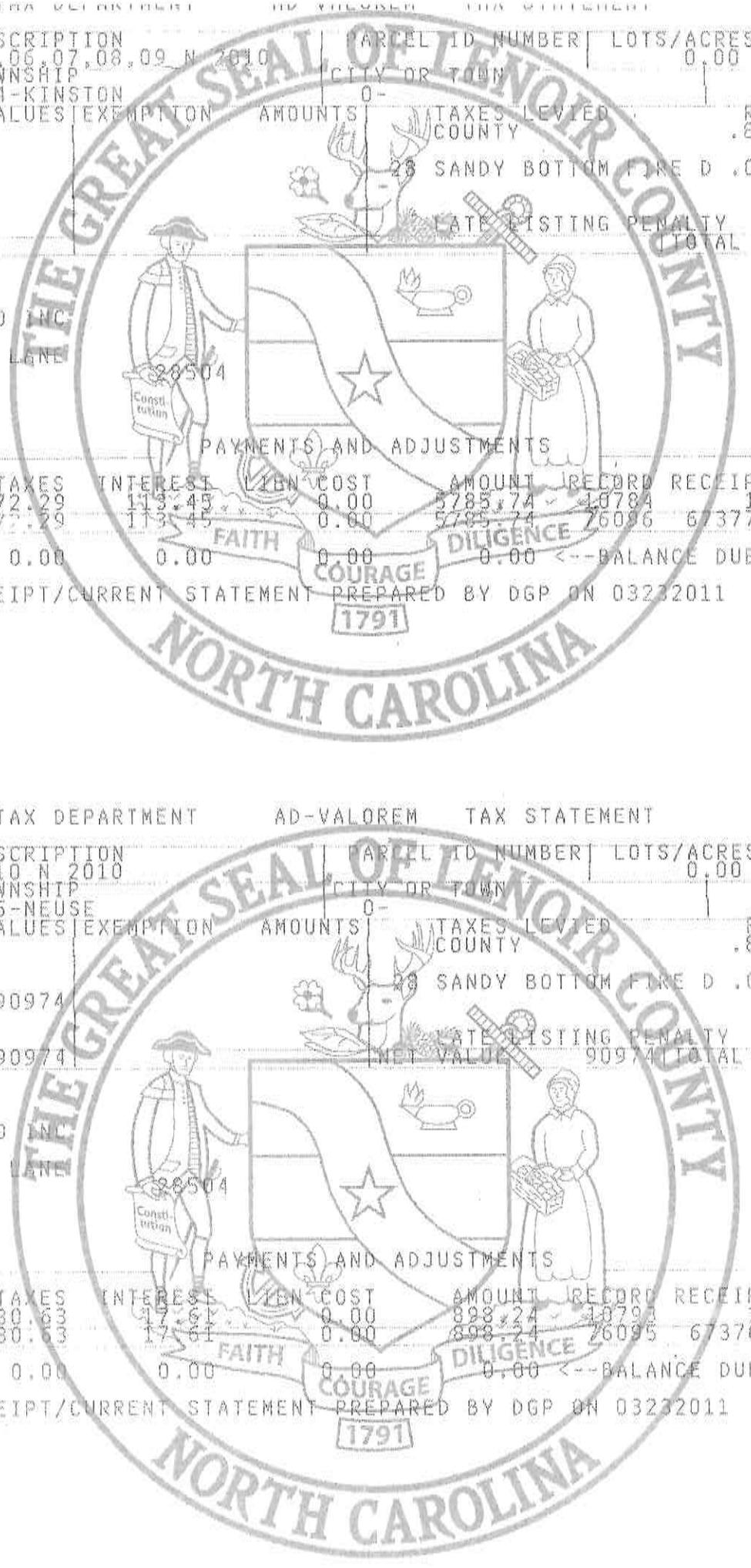
LENOIR COUNTY TAX DEPARTMENT AD-VALOREM TAX STATEMENT 03232011

ACCOUNT NO.	DESCRIPTION	PARCEL ID NUMBER	LOTS/ACRES	TAX YR	RECORD	
5223 101	2010 N 2010		0.00	2010	51554	
BILL DATE	TOWNSHIP	CITY OR TOWN				
01142011	106-NEUSE	0-				
ASSESSED	VALUES	EXEMPTION	AMOUNTS	TAXES LEVIED	RATE	AMOUNT
				COUNTY	.8000	727.79
				28 SANDY BOTTOM FIRE D	.0800	72.78
				LATE LISTING PENALTY		80.06
				NET VALUE	90974	TOTAL TAX 880.63

CSJ CONST CO INC
1419 CONNER LANE
KINSTON, NC

DATE	TAXES	INTEREST	LIEN COST	AMOUNT	RECORD	RECEIPT	CLERK TYPE
01142011	880.63	17.01	0.00	898.24	10793	1D	SACDISCOVER
01182011	880.63	17.01	0.00	898.24	26095	67376F	AML PAYMENT
03232011	0.00	0.00	0.00	0.00			<--BALANCE DUE

DUPLICATE RECEIPT/CURRENT STATEMENT PREPARED BY DGP ON 03232011



ACCOUNT NO.	DESCRIPTION	PARCEL ID NUMBER	LOTS/ACRES	TAX YR	RECORD	
31041 101	07.08.09 N 2010		0.00	2010	51557	
BILL DATE	TOWNSHIP	CITY OR TOWN				
01142011	104-KINSTON	56-CITY OF KINSTON				
ASSESSED	VALUES	EXEMPTION	AMOUNTS	TAXES LEVIED	RATE	AMOUNT
				COUNTY	.8000	114.91
				41 MUNICIPAL SERVICE D	.2700	37.52
				56 CITY OF KINSTON	.6600	88.96
				LATE PISTING PENALTY		72.41
				TOTAL TAX		313.80

WALLACE MORRIS BARWICK PA
 PO BOX 3557
 KINSTON, NC

29502

PAYMENTS AND ADJUSTMENTS

DATE	TAXES	INTEREST	LIEN COST	AMOUNT	RECORD	RECEIPT	CLERK	TYPE
01142011	313.80	6.28	0.00	320.08	10795	1D	SAC	DISCOVER
02072011	313.80	8.83	0.00	322.63	81185	72446F	JOH	PAYMENT
03232011	0.00	0.00	0.00	0.00	<--			BALANCE DUE

DUPLICATE RECEIPT/CURRENT STATEMENT PREPARED BY DGP ON 03232011

ACCOUNT NO.	DESCRIPTION	PARCEL ID NUMBER	LOTS/ACRES	TAX YR	RECORD		
31041 101	2010 N 2010		0.00	2010	51556		
BILL DATE	TOWNSHIP	CITY OR TOWN					
01142011	104-KINSTON	56-CITY OF KINSTON					
ASSESSED	VALUES	EXEMPTION	AMOUNTS	TAXES LEVIED	RATE	AMOUNT	
				COUNTY	.8000	23.66	
				41 MUNICIPAL SERVICE D	.2700	7.99	
				56 CITY OF KINSTON	.6600	19.52	
				LATE PISTING PENALTY		5.11	
				NET VALUE	3100	TOTAL TAX	56.28

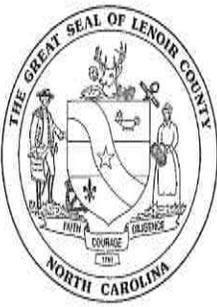
WALLACE MORRIS BARWICK PA
 PO BOX 3557
 KINSTON, NC

29502

PAYMENTS AND ADJUSTMENTS

DATE	TAXES	INTEREST	LIEN COST	AMOUNT	RECORD	RECEIPT	CLERK	TYPE
01142011	58.99	1.18	0.00	60.17	10794	1D	SAC	DISCOVER
02212011	-2.71	0.00	0.00	-2.79	11675	28736R	SAC	RELEASE
02072011	56.28	1.54	0.00	57.82	81186	72447P	JOH	PAYMENT
03232011	0.00	0.00	0.00	0.00	<--			BALANCE DUE

DUPLICATE RECEIPT/CURRENT STATEMENT PREPARED BY DGP ON 03232011



BUDGET ORDINANCE AMENDMENT:
General Fund:
DSS:
\$3,650.00 Increase

Item No. 7

LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY '10/11
Appropriations

Budget Amendment #
Date Approved

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION	
GENERAL	SOCIAL SERVICES	VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> REVENUES		Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> EXPENDITURES	
Account # and Title	Amount	Account # and Title	Amount
INCREASE		INCREASE	
103531.3001		105372.1151	
ADMINISTRATIVE REIMBURSEMENT	\$ 3,650.00	Crisis-CP&L	\$ 3,650.00
Total	\$ 3,650.00	Total	\$ 3,650.00

Reason and Justification for Request:

Line item adjustments to reflect actual allocation received. Crisis Intervention funds are 100% Federal and State funds to assist with heating and cooling needs.

Susan E. Moore 3-29-11

Department Head Approval	Date	Finance Officer Approval	Date
		<i>Marta H. Martin</i>	3/29/11
Budget Officer Approval	Date		
<i>Michele J. Jam</i>	3/31/11		
Board Approval (When Applicable)	Date	Date of Minutes	

Child Abuse Prevention Month Proclamation

Whereas, preventing child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community;

Whereas, child maltreatment occurs when people find themselves in stressful situations, without community resources, and do not know how to cope;

Whereas, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community;

Whereas, child abuse and neglect not only cause immediate harm to children, but are also proven to increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and risky behavior such as smoking;

Whereas, all citizens should become involved to provide safe, nurturing environments for children in all areas of their lives – at home, in school, and in the community - offering them the opportunity to grow up to be caring, contributing members of the community;

Whereas, effective child abuse prevention programs succeed because of partnerships created among citizens, social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community;

Therefore, I, George W. Graham, Jr., Chairman, do hereby proclaim April as Child Abuse Prevention Month and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Signature _____
Lenoir County Board of Commissioners
Chairman, George W. Graham, Jr.

Date _____

Caswell Developmental Center Day

WHEREAS, Caswell Developmental Center provides specialized residential, programmatic, and support services for people with intellectual and developmental disabilities;

WHEREAS, Caswell Developmental Center covers a 38-county region in eastern North Carolina

WHEREAS, Caswell Developmental Center began in 1911 and;

WHEREAS, Caswell Developmental Center will be celebrating its' 100th Anniversary and;

WHEREAS, Caswell Developmental Center will continue to be the leader in serving people with intellectual and developmental disabilities;

WHEREAS, Caswell Developmental Center will continue to provide a spectrum of specialized services that are person-centered, technologically advanced, and managed in an effective and fiscally responsible manner.

NOW, THEREFORE, I, George W. Graham, Jr., by virtue of the authority vested in me as Chairman of the Lenoir County Board of Commissioners, do hereby declare and proclaim Tuesday, April 12, 2011 as **Caswell Developmental Center Day** in the County of Lenoir and urge all citizens of our community to acknowledge by honoring and recognizing this historical milestone in our county.

IN WITNESS THEREOF, I have hereunto set my hand and caused to be affixed the Official Seal of the County of Lenoir this the 12th day of April, in the year of our Lord, two thousand and eleven.

George W. Graham, Jr.
Lenoir County Board Of Commissioners

Date

PUBLIC SAFETY TELECOMMUNICATOR'S WEEK

2011

A PROCLAMATION

WHEREAS, the services and functions performed by public safety telecommunicators are critical to the safety and welfare of the citizens of Lenoir County; and

WHEREAS, public safety telecommunicators provide 24-hour-a-day service as the vital link in the chain of emergency services providers; and

WHEREAS, these dedicated professionals are the initial point of contact for citizens in crisis situations who need emergency services assistance; and

WHEREAS, public safety telecommunicators work long hours answering the public's daily cries for help, and are often instrumental in saving lives and reducing property damage when tragedy strikes;

NOW, THEREFORE, WE, THE BOARD OF COMMISSIONERS OF LENOIR COUNTY, NC, do hereby proclaim April 10-16, 2011, as "**PUBLIC SAFETY TELECOMMUNICATORS' WEEK**" in Lenoir County, and urge our citizens to acknowledge the contributions of these loyal public servants.

Date

By: George W. Graham, Jr., Chairman, Lenoir County Board of Commissioners

Date

Attested by Clerk, Lenoir County Board of Commissioners

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 4/04/11 **ITEM NO.** 11

RESOLUTION: Approving Conveyance of Real Property for Arnold Family Road CDBG Project to the North Carolina Department of Transportation

SUBJECT AREA: Administrative

ACTION REQUESTED:

To authorize the transfer of land acquired by Lenoir County in a Community Development Block Grant (CDBG) program, to the North Carolina Department of Transportation, so that DOT can incorporate the road into the State road system and maintain it in the future.

HISTORY/BACKGROUND:

Lenoir County received a federal grant to improve dilapidated housing on a dirt path named Arnold Family Road, which is located off of Lemuel Dawson Road adjacent to NC Hwy 11 (Greenville Highway). Dilapidated housing was removed and replaced with modular homes, and the dirt path was paved and brought up to State secondary road standards. The CDBG project has been completed. As Lenoir County is not in the business of owning and maintaining roads, the North Carolina Department of Transportation agreed to accept ownership of the road and drainage easements from Lenoir County.

EVALUATION:

Since Lenoir County does not own and maintain secondary roads, the portion of Arnold Family Road that was improved during the Community Development Block Grant project needs to be transferred to the North Carolina Department of Transportation.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval

MWJ
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of County Commissioners that the real property acquired by Lenoir County for road construction and drainage easements for Arnold Family Road as shown on the attached proposed deed shall be transferred to the North Carolina Department of Transportation. The Chairman of the Commissioners and the Clerk to the Board are authorized to sign the deed and affix the County Seal.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____
Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman 04/04/11
Date

ATTEST Date

Excise Tax Recording Time, Book and Page

Parcel Identifier Number: **No Parcel Numbers Assigned.**

Verified by.....County on the day of, 20

by.....

Mail after recording to: Mr. Doug Askew, NC Department of Transportation
1430 E. Arlington Blvd., Greenville NC 27858

This instrument was prepared by Robert W. Griffin, Attorney

Brief description for the Index **Arnold Family Rd. & Drainage Easements**

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this **4th** day of **April, 2011**, by and between

GRANTOR	GRANTEE
<p>LENOIR COUNTY, a body politic and one of the Counties of the State of North Carolina P O Drawer 3289 Kinston, NC 28502</p>	<p>DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina 1430 E. Arlington Blvd. Greenville, NC 27858</p>

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in **Kinston Township, Lenoir County, North Carolina** and more particularly described as follows:

BEING all of Tracts A-1, A-2, B-1, C, D, E, F, G, H, I, J-2, K, L, N, O, and P as shown on a "Recombination Survey for Lenoir County and Arnold Family Road Subdivision" dated June 17, 2005, prepared by Atlantic Surveying, P.A., recorded in Plat Cabinet 10, Pages 98 and 99, Lenoir County Registry, and the superceding revised sheet recorded in Plat Cabinet 10, Page 260, Lenoir County Registry.

This property constitutes the public right of way of Arnold Family Road and accompanying drainage easements and sight triangles.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1429, Page 828 (Tracts A-1 & A-2); Book 1429, Page 828 (Tract B-1); Book 1427, Page 201 (Tracts C & D); Book 1449, Page 378 (Tract E); Book 1449, Page 804 (Tracts F, G, & H); Book 1450, Page 130 (Tract I); Book 1449, Page 804 (Tract J-2); Book 1450, Page 130 (Tracts K, L, N, & O); Book 1449, Page 804 (Tract P), Lenoir County Registry.

A map showing the above described property is recorded in Plat Cabinet 10, Pages 98 & 99 and Page 260, Lenoir County Registry. The property conveyed does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

This conveyance is subject to all valid and enforceable easements, rights of way, and restrictions of record, if any.

Grantor hereby cites the following items which are relevant to the transfer of the subject property from Lenoir County to a third party to evidence that it has proper authority to make this conveyance:

This conveyance is made pursuant to a Resolution Approving Conveyance of Real Property For Arnold Family Road CBDG Project to NC Department of Transportation approved by the Lenoir County Board of Commissioners at a duly called meeting on April 4, 2011. The Board of County Commissioners acted pursuant to North Carolina General Statute §160A-274 (Sale, Lease, Exchange and Joint Use of Governmental Property).

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

LENOIR COUNTY (SEAL)

By: (SEAL)
George W. Graham, Jr.
Chairman, Board of County Commissioners (SEAL)

ATTEST:
..... (SEAL)
Martha H. Martin, Clerk to the Board

(Affix County Seal)

SEAL-STAMP

NORTH CAROLINA,County.
I,, a Notary Public in and for the State and County aforesaid,
do hereby certify that Martha H. Martin personally came before me this day and acknowledged that she is Clerk
to the Lenoir County Board of Commissioners and that by authority duly given, the foregoing instrument was
signed in the name of Lenoir County, by the Chairman of said Board of Commissioners, sealed with the common
seal of Lenoir County, and attested by herself as Clerk to the said Board.
WITNESS my hand and Notarial Seal this day of, 2011.

My commission expires:.....Notary Public

ACCEPTED BY THE DEPARTMENT OF TRANSPORTATION BY:

.....
[Print Name].....

[Position].....

INTRODUCED BY: Michael W. Jarman, County Manager**DATE:** 4/04/2011 **ITEM NO.** 12

RESOLUTION: Requesting the Establishment of fees for Rabies Vaccinations

SUBJECT AREA: Financial

ACTION REQUESTED:

The Board is asked to establish the fee for rabies vaccinations at \$7.00 to be administered at the county sponsored Rabies Vaccination Clinics.

HISTORY / BACKGROUND:

NCGS 130A-187 requires the local health director to organize and assist other organizations to conduct rabies vaccination clinics at least annually. NCGS 130A-188 requires the board of county commissioners to establish the fee for rabies vaccination at county sponsored vaccination clinics. Rabies Vaccination Clinics have been scheduled for Tuesday, September 28, 2010 (Riverbank Animal Hospital, Northside Animal Hospital, Countryview Animal Hospital and Animal Hospital of Lenoir County LaGrange).

EVALUATION:

This action is necessary to comply with applicable laws.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.


Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners to establish the fee for a rabies vaccination to be administered at county sponsored Rabies Vaccination Clinics at the rate of \$7.00.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Daugherty _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham, Jr. Chairman 04/04/11
Date

ATTEST

Date

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 4/4/2011 **ITEM NO.:** 13

RESOLUTION: Authorizing Emergency Repair of a D6R Dozer, by Riley's Welding Service, in the amount of \$2,987.50.

SUBJECT AREA: Purchase Bids

ACTION REQUESTED:

The Board is requested to authorize the emergency repair of a D6R Dozer, by Riley's Welding Service of Mebane, NC in the amount of \$2987.50.

HISTORY / BACKGROUND:

The D6R Dozer owned by the landfill is constantly moving dirt all over landfill. The dozer lost power and needed emergency repair. The landfill operations must continue; therefore, it was necessary to diagnose and repair the equipment as soon as possible. This unit was purchased in 2003 from Gregory Poole, Inc. at a cost of \$250,326.50. This is a specialized piece of equipment designed exclusively for landfill operations; therefore, the dealer was contacted to diagnose the problem. After several hours of tests, the problem was determined to be in the engine. (10,000 hours of service) When the engine was removed to be repaired, it was discovered that the equalizer bar pinholes needed to be line bored and bushings replaced. Line boring the equalizer bar and replacing the bushings while the engine is out will greatly reduce the labor cost to perform this operation.

EVALUATION:

After bids, Riley's Welding Service was the lowest bid. This specialized piece of equipment was purchased in 2003. Approval of this resolution will allow for the emergency repair of the D6R Dozer, the encumbrance of funds and the payment of the repair bill.

ESTIMATE OF REPAIRS: Gregory Poole, Inc.	\$7,706.00
Riley's Welding Service	\$2,987.50

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

MWJ
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED THAT the Board authorizes the emergency repair of the landfill D6R Dozer by Riley's Welding Service of Mebane, NC in the amount of \$2987.50.

Funding Source: Landfill Fund
Maintenance / Repairs 66-4720-3520

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman 04/04/11
Date

ATTEST Date

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 4-4-2011 **ITEM NO.** 14

RESOLUTION: To Authorize the Acceptance of Exceptional Children's Assistance Center (ECAC) Financial Support in recognition as the Southeastern Center for Parent As Teachers Educational Program, and Authorize the Cooperative Extension Director, Tammy Kelly to Execute the Contract.

SUBJECT AREA: Administrative

ACTION REQUESTED:

The Board is requested to accept the Exceptional Children's Assistance Center (ECAC) financial support for being recognized as the Southeastern Center for Parent As Teachers Educational Program and to authorize the Cooperative Extension Director, Tammy Kelly to execute the agreement. This agreement will be in effect from April 1, 2011 through September 30, 2011 in the amount of \$14,250.00.

HISTORY/BACKGROUND:

The Parents As Teachers program is currently in its 16th year functioning under Lenoir County Cooperative Extension and is funded by the Lenoir Greene Partnership for Children. The program currently reaches 40 families per month per Parent Educator (there are three Parent Educators). Parents As Teachers (PAT) is a voluntary, preschool education program that allows disadvantaged parents to become educators of their children in their own homes. Lenoir County Parents as Teachers agrees to provide the following PAT services to members of the Lenoir County community. The NC Exceptional Children's Assistance Center has as one of its learning components, the Parent Educator model and traditionally has a center in three regions of NC. Formally the Southeastern Center was housed in Fayetteville, however as a result of the success and location of the Lenoir County PAT Program, our center was selected to replace the previous one. Also, these funds will aid in support of the PAT program in light of potential Smart Start funding reductions. The funding will serve to support salaries, supplies, training and travel.

EVALUATION:

To serve as the Regional site of the PAT Program we are required to meet the following requirements:

Provide direct PAT services to a minimum of 15 children and their families, including at least monthly home visits, group meetings, periodic screening of each child enrolled, and resource and referral information to parents.

Keep current PAT certification for two (2) project personnel including any activities required by the PAT National Center and attendance at annual International PAT Conference in St. Louis, Missouri (Participation in two trainings sponsored by NCPAT can be substituted for PAT conference).

Submit quarterly reports to ECAC documenting funded activities during the previous quarter.

Provide final financial report including a copy of the most current CPA's schedule of Receipts and Expenditures or Audit.

These will also be managed and executed by County Extension Director, Tammy Kelly.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

mwj
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that Lenoir County Cooperative Extension be authorized to accept \$14,250.00 from the Exceptional Children's Assistance Center (ECAC) for serving as the Southeastern Center for Parent As Teachers Educational Program and authorize the Cooperative Extension Director, Tammy Kelly to execute the agreement. This agreement will be in effect from April 1, 2011 through September 30, 2011.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman 04/04/11
Date

ATTEST Date

**AGREEMENT BETWEEN
EXCEPTIONAL CHILDREN'S CENTER
AND
LENIOR COUNTY PARENTS AS TEACHERS
A Program of the Partnership for Children of Lenoir County**

THIS AGREEMENT, made and entered into this first day of April, between the Exceptional Children's Assistance Center, hereafter referred to as ECAC, a private nonprofit corporation located in Davidson, North Carolina, and Lenoir County Parents as Teachers, located at 1792 Hwy 11/55 South, Kinston, NC 28504.

TERMS OF AGREEMENT: April 01, 2011 through September 30, 2011.

MAXIMUM AMOUNT PAYABLE TO CENTER: \$14,250.00

1. RESPONSIBILITIES OF CENTER: Parents As Teachers (PAT) is a voluntary, preschool education program that allows parents to become educators of children birth to kindergarten in their own homes. Lenoir County Parents as Teachers agrees to provide the following PAT services to members of the Lenoir County community.
 - a. Provide direct PAT services to a minimum of 15 children and their families, including at least monthly home visits, group meetings, periodic screening of each child enrolled, and resource and referral information to parents.
 - b. Keep current PAT certification for two (2) project personnel including any activities required by the PAT National Center and attendance at annual International PAT Conference in St. Louis, Missouri (Participation in two trainings sponsored by NCPAT can be substituted for PAT conference).
 - c. Submit quarterly reports to ECAC documenting funded activities during the previous quarter.
 - d. Provide final financial report including a copy of the most current CPA's schedule of Receipts and Expenditures or Audit.

2. RESPONSIBILITIES OF ECAC:
 - a. Coordinate grant related PAT services with Lenoir County Parents as Teachers and the N.C. PAT Network.
 - b. Provide Partnership for Children with all information needed concerning grant regulations, guidelines, and fiscal reports.
 - c. Pay Partnership for Children the sum of \$14,250.00 to cover part-time salaries to PAT educators and clerical staff, benefits, travel, recertification,

and program costs for the delivery of named services. ECAC will be invoiced monthly in the amount of \$2,375.00 and payments will be due within 15 days receipt of an invoice from Lenoir County Parents as Teachers. Unspent money will be carried over to the next fiscal year, pending agreement between the parties and approval of the United States Office of Education.

3. STATUS OF CONTRACTOR: ECAC and Lenoir County Parents as Teachers shall be independent contractors and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of the other party hereto.

4. INDEMNATION:

- a. Lenoir County Parents as Teachers, to the extent allowed by state law, agrees to hold ECAC harmless during the term of this Agreement from all claims, loss or damage of any kind or nature whatsoever which may be sustained by reason of any act or omissions on the part of the agency and/or its employees.
- b. ECAC, to the extent allowed by law, agrees to hold Lenoir County Parents as Teachers harmless during the term of this Agreement from all claims, loss, or damage of any kind of nature whatsoever, which may be sustained by reason of any act or omissions on the part of ECAC and/or its employees.

5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS (Before signing contract read attached Instructions for Certification)

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

- a. The prospective lower tier subcontractor certifies, by submission of this proposal, that neither is nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

6. ENTIRE AGREEMENT: This agreement shall constitute the entire Agreement between ECAC and the agency for the services, activities and functions addressed in this Agreement and may only be amended by a separate writing mutually agreed to by both parties.

7. TERMINATION: This agreement may be terminated by either party for nonperformance or may be terminated by a 30-day written notice by either party to the other at the addresses indicated herein. In the event this agreement is terminated prior to its expiration date, payment to Lenoir County Parents as Teachers shall be prorated according to the percentage of time completed toward the full contract.

8. CONTROLLING LAW: This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Lenoir County.

THIS AGREEMENT, consisting of three (3) pages, shall be effective as of the 1st day of April 2011.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement in their official capacities on the day and year listed below.

FOR AND ON BEHALF OF:

Exceptional Children's Assistance Center

Lenoir County Parents as Teachers

Connie K. Hawkins, Executive Director

Tammy Kelly, NC Extension Director

Date

Date

Lenoir County Finance Manager

Martha Martin, Finance Director

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (<http://epls.arnet.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who

is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 04-04-2011 **ITEM NO.** 15

RESOLUTION: To Authorize Lenoir County Cooperative Extension to Continue to Manage and Facilitate the Seniors Health Insurance Information Program (SHIIP) and Authorize Tammy Kelly, County Extension Director, to Execute the Contract in the Amount of \$3,490.

SUBJECT AREA: Administrative

ACTION REQUESTED:

The Board is requested to authorize Lenoir County Extension's participation in the SHIPP (Seniors Health Insurance Information Program) for FY 2010-11 (July 1, 2010 – June 30, 2011) in the amount of \$3,490 and to allow Tammy Kelly, Extension Director to execute the contract.

HISTORY/BACKGROUND:

Lenoir County Cooperative Extension assumed the role of host to the SHIIP Program in FY 2006-2007. The program is implemented by a staff of trained Volunteers, and administered by Lenoir County Cooperative Extension. Volunteers are trained and updated by the division of Seniors' Health Insurance Information Program (SHIIP) of the North Carolina Department of Insurance. Currently there are 3-4 trained Volunteers who have agreed to continue to provide the consultations with Seniors searching for information. Budget for the funded amount has been established with the Department of Insurance. The SHIIP Program is currently housed at Cooperative Extension in several surrounding counties.

EVALUATION:

The SHIIP program is an important resource for the senior citizens of Lenoir County. This program provides critical information to assist senior's in choosing the type of insurance they need. Last year approximately 442 Medicare recipients were assisted in selecting a prescription drug plan during open enrollment October-December, we plan to assist a similar or greater number this year.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that Lenoir County Cooperative Extension be authorized to accept \$3,490.00 to manage and facilitate the SHIP (Seniors Health Insurance Information Program) in Lenoir County and that Tammy Kelly, Extension Director, be authorized to execute the contract.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____
Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman 04/04/11
Date

ATTEST Date

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 4/04/11 **ITEM NO.** 16

RESOLUTION: Approving Contract for Intensive Outpatient,
Regular Outpatient and Individual Counseling:
Acumen Counseling Associates, LLC: \$20,000.

SUBJECT AREA: Purchases/Bids

ACTION REQUESTED:

The Board is requested to approve a contract with Acumen Counseling Associates, LLC, for counseling services related to the Criminal Justice Partnership Program not to exceed \$20,000.

HISTORY/BACKGROUND:

On March 21, 2011, the Commissioners approved the Criminal Justice Partnership Program to make application and receive funding relevant to its program through the Department of Corrections. The Criminal Justice Partnership Program began in Lenoir County in 1996, and the Day Reporting Center concept was begun in March 2007. Substance abuse assessment and treatment is one of the facets of the Day Reporting Program. In the past, the Day Reporting Center has contracted with Acumen Counseling Associates, LLC in Goldsboro for its substance abuse treatment services.

EVALUATION:

The Criminal Justice Partnership Program's Day Reporting Center has attained a 52%-56% success rate, thereby saving the County and State approximately \$800,000 vs. the cost of incarcerating those offenders. Part of the process of rehabilitation, is the assessment and treatment of substance abuse. Acumen Counseling Associates, LLC of Goldsboro has been very successful in the past, in its work with offenders.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED that the Lenoir County Board of Commissioners approve a contract for Intensive Outpatient, Regular Outpatient and Individual Counseling with Acumen Counseling Associates, LLC, not to exceed \$20,000.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____
Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman 04/04/11
Date

ATTEST Date



Acumen Counseling Associates, L.L.C.

119 Autumn Winds Drive

Goldsboro, NC 27530

(919) 394-5965

jmayton@coastalnet.com

Michael E. Owens, SAC I, CCJP
Executive Director

John V.G. Mayton, MSM, CCJP
Clinical Director

**STATE OF NORTH CAROLINA
COUNTY OF LENOIR
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
LENOIR COUNTY AND ITS DAY REPORTING CENTER BOARD
AND ACUMEN COUNSELING ASSOCIATES, L.L.C.**

THIS CONTRACT entered into this _____ of 2011 by and between Lenoir County (herein after referred to as "COUNTY") and Acumen Counseling Associates, L.L.C. (herein after referred to as "PROVIDER").

WHEREAS, the COUNTY is desirous of purchasing professionally delivered long term substance abuse treatment and support services for offenders who have received an Intermediate Sanction through the Court system and who are considered to be appropriate for substance abuse assessment, treatment and support services; and

WHEREAS, the PROVIDER is prepared to staff a fifty-two week Intensive Outpatient Treatment (IOPT) Program in Lenoir County which consists of providing comprehensive substance abuse assessments; a Multiphase Intensive Outpatient Treatment Program; a Multiphase Regular Outpatient Treatment Program (ROPT); and Support Services such a, but not limited to, Family Support Groups and referrals to community based self help groups, and desires to operate the same in Lenoir County; and

WHEREAS, the PROVIDER has agreed to deliver on behalf of the COUNTY said Substance Abuse Treatment Services to said offenders according to the terms and conditions specified herein below.

NOW, THEREFORE, COUNTY and PROVIDER do hereby mutually agree as follows:

1. TERM: this Contract will commence on July 1 2011 and will remain in full force and effect until midnight June 30 2012, unless sooner terminated as provided for herein below.
2. SCOPE OF SERVICES TO BE PROVIDED: the PROVIDER hereby agrees to perform, in a manner satisfactory to COUNTY, the following Substance Abuse Treatment Services
 - a. Individualized Assessments for each offender referred by the Court System, but not assessed by TASC (whose referral and assessment shall

be deemed a qualified Individualized Assessment), which will utilize one or more of the following assessment instruments:

- i. SASSI
 - ii. ASAM
 - iii. PSYCO-SOCIAL
 - iv. MENTAL STATUS EXAM
 - v. BEHAVIORAL HISTORY
 - vi. OTHER RECOGNIZED TESTS
- b. Intensive Outpatient Treatment (IOPT): Offenders Assessed to be alcohol/drug dependent will be provided a Three (3) Phase Treatment Program providing services from the execution of this contract up and until the termination of the contract, and which includes, at a minimum, an Intensive Outpatient Treatment Phase (providing both group and individual therapy); a Continuing Care Outpatient Treatment Phase; and an After Care Outpatient Treatment Phase totaling 1566 treatment hours. In addition, the IOPT will provide individualized Case Management; Family Support Services; and referral to Community Support Services such as 12 Step meetings (AA, NA, and/or CA). PROVIDER agrees that it will limit IOPT group sessions to no more than fifteen (15) clients/offenders per therapy group.
 - c. Regular Outpatient Treatment (ROPT): Offenders assessed to be an alcohol/drug abuser will be provided a two (2) Phase Treatment/Education Program providing services for a minimum six (6) month period and which includes, at a minimum, a Continuing Care Outpatient Phase (providing both group and individual therapy) and an After Care Outpatient Phase totaling 52 treatment hours per 16 week program. In addition, the ROPT will provide individualized Case Management; Family Support Services; and referral to Community Support Services such as 12 Step meetings (AA, NA, and/or CA). PROVIDER will limit ROPT group sessions to no more than fifteen (15) clients/offenders per therapy group.
3. AGREED CHARGES AND PAYMENTS TO PROVIDER: During the term of this Contract, PROVIDER shall submit to COUNTY monthly invoices for actual treatment services provided to said offenders utilizing the following per treatment hour cost calculations:
 - a. Annual Coast: The annual cost for PROVIDER to deliver Intensive Outpatient, Regular Outpatient and Individual Counseling, will be \$20000.
 - b. Monthly Invoice: PROVIDER shall invoice COUNTY at the end of each month for one-twelfth (1/12) of the annual cost specified in paragraph (A) herein above.
4. THIRD PARTY REINBURSEMENT AND RIGHT TO TREATMENT
 - a. PROVIDER agrees to financially evaluate each offender referred for substance abuse assessment and/or treatment to determine whether each offender is eligible for third party reimbursement under private insurance or Medicaid/Medicare, Social Security Disability Insurance and/or any other public subsistence program. PROVIDER further agrees to file time claims with all third party providers for each offender who receives substance abuse treatment services authorized under this program.
 - b. PROVIDER shall keep a monthly accounting of all third party reimbursements received for treatment services provided to offenders

- and paid for by COUNTY. The total amount of reimbursements received in each month shall be deducted from the total cost of treatment devices provided within that same month when PROVIDER submits a monthly invoice for services to the COUNTY as required in Paragraph 3 herein above.
- c. PROVIDER agrees that it will not charge offenders any minimum fee, based on a sliding fee scale, nor a co-payment requirement in order to receive the said IOPT or ROPT services, Family Support services or community support services as described herein above and in said Attachment "A". PROVIDER further agrees to not initiate any collection proceedings through a collections agency or the legal system against any offender receiving treatment services authorized under this contract. Offenders may not be denied service due to an inability to pay for any support services provided in addition to IOPT/ROPT.
 - d. COUNTY agrees that PROVIDER has the right to file claims, collect and maintain any and all third party reimbursement for which offenders may be eligible as a result of PROVIDER furnishing any other substance abuse or psychiatric treatment services to offenders that are not authorized for payment by the COUNTY.
5. TREATMENT SERVICES UTILIZATION: PROVIDER agrees that the Criminal Justice Partnership Program Substance Abuse Treatment Funds provided by the State of North Carolina are under NC G.S. Chapter 1438 and locally administered through the COUNTY, as Grantee of said funds shall not be used to displace current local funding of previously existing short term habilitation/rehabilitation programs for residents of Lenoir County who have received an Intermediate Sanction through the Court System and who are considered to be appropriate for substance abuse treatment services as specified by COUNTY in its Criminal Justice Partnership Program Grant Proposal.
6. INSURANCE AND INDEMNIFICATION:
- a. PROVIDER, at its sole expenses, shall maintain throughout the term of this Contract; including any renewals hereof, malpractice, and professional liability insurance; commercial general liability insurance, including Blanket Contractual Liability and statutory Worker' Compensation and Employer's Liability Insurance with minimum coverage amounting to no less than One Million Dollars (\$1,000,000) per occurrence. PROVIDER shall furnish to COUNTY, prior to the execution of this Contract, and thirty (30) days prior written notice to COUNTY of any termination. Cancellation, non-renewal, or material change in said insurance coverage of limits.
 - b. To the extent allowed by law, PROVIDER agrees and covenants to hold harmless and indemnify COUNTY, its Criminal Justice Partnership Program, and the Department of Corrections from any and all liability whether to person or property, resulting from the acts, omissions or negligence of employees, contractors and agents of PROVIDER.
7. OUTCOMES MEASURES: PROVIDER shall provide to COUNTY periodic admission/treatment data, reports, and summaries, which can be utilized by COUNTY and the Criminal Justice Partnership Program to produce reliable outcome measures. PROVIDER agrees that specific data to be collected shall be, but is not limited to, the following:
- a. Number of offenders referred from the Court System

- b. Number of offenders entering substance abuse treatment
 - c. Type of treatment with specified levels of intensity and duration
 - d. Number of offenders completing treatment
 - e. Numbers of offenders remaining sober/drug free at three (3) months, six (6) months, and twelve (12) months after completion of treatment.
8. ACCOUNTABILITY AND COMPLIANCE: upon request by COUNTY, PROVIDER will make its policies, procedures, and financial records available for periodic inspection and review by COUNTY and/or by the agency(s) providing funds to purchase substance abuse treatment services for offenders. COUNTY has the right to examine and make copies of any and all books, accounts, records and other writing related to the performance of the work. Financial reviews shall take place at times and locations mutually agreed upon by both parties, although PROVIDER must make the materials to be reviewed available within (1) week of the request for them.
9. HEALTH AND SAFETY: PROVIDER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs during the deliver of said treatment services. Further, PROVIDER shall take all precautions necessary to ensure the safety and protection of offenders, employees of COUNTY, and employees of PROVIDER.
10. PERSONNEL:
- a. PROVIDER agrees to furnish certified substance abuse counselors and other qualified personnel to perform the aforementioned service in a thorough conscientious and professional manner. Said personnel will remain at all times the employees of PROVIDER and independent contractors of the COUNTY. PROVIDER agrees it will be solely responsible for providing both administrative and clinical supervision for all its employees, and COUNTY confirms this responsibility and right of PROVIDER.
 - b. PROVIDER covenants and agrees that it will not discriminate against any employee or applicant for employment, hire, tenure, or any matter directly or indirectly related to employment, because of race, color, national origin, sex, gender, physical or mental disability not relevant to the requirements of employment, age or any other criteria designated as illegal by state or federal law. Further, PROVIDER agrees to comply with all applicable provision of the Americans with Disabilities Act, 42 U.S.C. #12101 e~. Any breach of this provision shall be regarded as a material breach of the contract.
11. CONTRACT ADMINISTRATION: COUNTY and the Lenoir County Day Reporting Center designate Acumen Counseling Associates, L.L.C. as administrator for this Contract. The Contract Administrator shall be responsible to monitor PROVIDER employee performance, review all invoices submitted for treatment services delivered to offenders prior to their submission to COUNTY; review all referrals made by TASC and/or the Criminal Justice System to IOPT/ROPT; and review all outcome data.
12. TRAINING OPPORTUNTIES: In the event PROVIDER sponsors and/or provides any substance abuse consultation and training for the COUNTY and/or its Criminal Justice Partnership Program staff, PROVIDER agrees and authorizes other representatives of the State Criminal Justice Partnership Program to attend at no charge said consultation/training when requested by the COUNTY as a result of a recommendation of its Criminal Justice Partnership Program Board.

13. FUNDING: All terms and conditions of this Contract are dependent upon and subject to the allocation of funds for the purposes set forth herein and this Contract shall automatically terminate if Grant Funds cease to be available to the COUNTY.
14. TERMINATION OF CONTRACT: This contract shall terminate based on one of the following conditions:
 - a. At the expiration of the contract term as herein defined;
 - b. Without cause upon sixty (60) days prior written notice by either COUNTY or PROVIDER to the other party;
 - c. With cause upon fifteen (15) days prior written notice sent by either COUNTY or PROVIDER to the other party hereto due to failure of either party to perform their respective terms, obligations, and responsibilities under this Contract. Said written notice shall set forth the causes(s) for termination, however, the notified party shall have the right to cure said causes(s) for termination within said fifteen (15) days period and in the event of a full and complete remedy of said causes(s) then this Contract will not terminate.
 - d. Action by a legislative, regulatory or judicial authority pre-empting, voiding, or preventing implementation or continuance of this Contract; or
 - e. By written mutual consent of COUNTY and PROVIDER.
15. OWNERSHIP OF WORK: all reports, statistical data, and treatment program information produced by PROVIDER resulting out of the treatment services delivered to offenders under this Contract shall remain the property of COUNTY and/or the Lenoir County Day Reporting Center and may be used without limitations on other projects or to evaluate other treatment programs at any time in the future after termination of this Contract.
16. CONFIDENTIALITY: PROVIDER shall disclose only to COUNTY and/or its Criminal Justice Partnership Program and the N.C. State Criminal Justice Partnership Program any reproduction; description or information concerning the work produced as a result of this project or task unless written permission is otherwise granted by COUNTY. Further in connection with the offender's records and all information contained therein, including offender identifying information, PROVIDER agrees as follows:
 - a. That it acknowledges that in receiving, storing, processing, or otherwise using or dealing with any such information, PROVIDER and its employees are fully bound by the provisions of North Carolina General Statutes 122-8.1 as amended and all other Federal and State Laws and Regulations that govern and guarantee the treatment right and confidentiality of individuals receiving Substance Abuse Treatment Services
 - b. To resist any efforts to obtain access to offender treatment information not expressly provided for in the aforementioned paragraph.
17. SUCCESSORS AND ASSIGNS: PROVIDER shall not assign its interest in and to this Contract without having obtained the written permission of COUNTY and said consent shall not be unreasonably withheld.
18. NOTICES: All notices shall be required or permitted to be given hereunder from either party to the other by personal delivery or registered or certified mail postage prepaid, with a return receipt requested, or by electronic facsimile transmission with a confirmation copy sent by first class mail, postage prepaid, address as follows

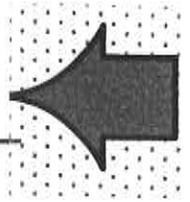
a. If to COUNTY

- i. Lenoir County Manager, 130 South Queen Street, Kinston, NC 28502 If to PROVIDER
- ii. Acumen Counseling Associates, L.L.C., 119 Autumn Winds Dr. Goldsboro, NC 27530

19. RESPONSIBILITY FOR EXPENSES OF PROVIDER: COUNTY shall not be responsible or liable to pay PROVIDER for expenses paid or incurred by PROVIDER unless said expenses are provided for herein or unless otherwise agreed to in writing by COUNTY.
20. EQUIPMENT COSTS: PROVIDER shall supply, at its own expense, all equipment, tools, materials, tests and/or supplies required to deliver the treatment services contracted hereunder, unless the lending of any designated equipment is authorized by the County Manager or otherwise agreed to by the COUNTY and/or the Criminal Justice Partnership Program for the use by the PROVIDER In delivery of Substance Abuse Treatment Services solely for the accomplishment of this Contract.
21. SEVERABILITY: In the event that any provision(s) of the Contract are rendered invalid or unenforceable, then it is, agreed by both COUNTY and PROVIDER that the remaining provision herein shall remain in full force and effect unless the removal of said invalid or unenforceable provision(s) shall substantially alter the obligations of either party hereto in such manner as to violate the integrity or viability of said treatment program. In that event, the affected party shall have the right to terminate this Contract upon sixty (60) days written notice to the other party.
22. INDEPENDENT CONTRATOR: The PROVIDER and COUNTY are independent contractors and nothing in this Contract shall be construed or deemed to create a relationship of joint venture or principal and agent of any other relationship than of independent parties performing their own prospective provision of this Contract.
23. GOVERNING LAW: This Contract shall be governed and enforced by the laws of the State of North Carolina.
24. ADVERTISEMENT: The Substance Abuse Treatment Services provided for in this Contract shall not be used in any marketing campaigns designed and/or produced by PROVIDER, or its agent, unless prior written approval is obtained from COUNTY or its Criminal Justice Partnership Program.
25. ENTIRE AGREEMENT: This Contract, including any attachment referenced herein and any amendments that re annexed hereto represent the entire agreement between COUNTY and PROVIDER and supersede all prior verbal and written statements or agreements. This contract may only be amended by written amendments dull written and executed by the COUNTY and PROVIDER.

IN WITNESS WHEREOF, and in triplicate originals, the COUNTY and PROVIDER have entered into this Substance Abuse Treatment Services Contract on the date first above written.

COUNTY:



County Manager

PROVIDER:

JL M... MSM, CCJP

Acumen Counseling Associates, L.L.C.

ATTEST:

State of North Carolina
County of Lenoir

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 4/04/11 **ITEM NO.** 17

RESOLUTION: To Approve Contract for Preparation of Central Cost Allocation Plan and EMS Medicaid Reimbursement Report for Periods Ending June 30, 2011, 2012 and 2013: Maximus, Inc.

SUBJECT AREA: Financial

ACTION REQUESTED:

The Board is requested to approve a contract with Maximus, Inc. for preparation of Lenoir County's Central Cost Allocation Plan and EMS Medicaid Reimbursement Report in the amount of \$5,750. per year for a term of three (3) years, and to authorize the County Manager to execute the contract.

HISTORY/BACKGROUND:

For the past nine years, the County has contracted with T.H. McKinnie & Associates to prepare the Central Cost Allocation Plan and the EMS Medicaid Reimbursement Report. County Administration and the County Finance Officer decided not to extend the contract with T.H. McKinnie & Associates.

The Central Cost Allocation Plan is very important to the Social Services Department because it determines the allowable costs incurred by the County to support and administer Federal programs. These costs are reported and reimbursed to the County on a monthly basis. The allowable annual costs for Social Services proposed by the plan ending June 30, 2010 were \$1,094,937.

The EMS Report is also vital to the Emergency Services Department, since it is the basis of the annual EMS Medicaid Reimbursement. Emergency and non-emergency Medicaid trips are considered in this report and the reimbursement to the County is based on average costs per trip of all EMS systems in the State.

The proposal by Maximus for FY 10-11, also includes the option to renew the contract for the next two fiscal years (FY11-12 and FY12-13) at the same cost per year.

EVALUATION:

Approval of this resolution will allow the encumbrance of funds and eventual payment for services as billed.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

Mue
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED that the Lenoir County Board of Commissioners approve a contract with Maximus, Inc. to prepare the County's Central Cost Allocation Plan and EMS Medicaid Reimbursement Report for the periods ending June 30, 2011, 2012, and 2013, at a cost of \$5,750. per year, and be further resolved that the County Manager is authorized to execute the contract.

Funding Source:	General Fund		
	10-4200-1911 Professional Services – Cost Allocation	\$5,000	
	10-4200-1915 Professional Services – EMS Plan	\$ 750	

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman 04/04/11
Date

ATTEST Date

01/20/2011
This is the revised contract

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into this ____ day of _____, 2011 by and between MAXIMUS Consulting Services, Inc., a wholly owned subsidiary of MAXIMUS, Inc. (hereinafter "Consultant"), and Lenoir County, North Carolina (hereinafter "Client"). The parties hereto, in consideration of mutual promises and covenants, agree as follows:

- (1) Scope of Services. Consultant shall perform in a professional manner the services as detailed in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.
- (2) Term. This Agreement shall be in full force and effect for the term as stated in Exhibit A.
- (3) Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) Termination. Upon Consultant's material breach, Client may terminate this Agreement upon thirty (30) days prior written notice to Consultant wherein Client shall specify the nature of the default and the effective termination date. Upon such notice, Consultant shall be entitled to the opportunity to cure any such default prior to the effective date of termination.

Client may terminate this Agreement for any reason upon sixty (60) days prior written notice to Consultant. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.

Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and accepted by, Client under this Agreement, or any amendment thereto, as of the effective date of the Agreement. In no event shall the making of any payment to Consultant constitute or be construed as a waiver by Client or shall in no way impair or prejudice any right or remedy available to Client.

- (5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. The Client guarantees the accuracy and completeness of the data it provides the Consultant. The Client acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the Client to perform the work under this contract and the Consultant shall not be liable for any missed or lost revenue associated with, or related to, the services provided pursuant to this Agreement. Consultant's aggregate liability arising from

this Agreement shall be limited to a refund of the fees paid for the services, regardless of the basis of the claim.

(6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for six (6) years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide thirty (30) days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours. Any Client's employee, consultant, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.

(7) Copyright for Consultant's Proprietary Software. Client acknowledges that the service and/or deliverables provided by Consultant are generated by Consultant's proprietary software. Nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the software, lie with Consultant. Nothing herein shall be construed to entitle Client to any pre-existing Contractor materials.

(8) Insurance. Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.

(9) Indemnification. Consultant shall defend, indemnify and hold harmless Client from and against damages, liability and costs (including reasonable attorney fees) directly caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages or liability resulting from the negligence or willful misconduct of Client, its employees, consultants, or agents or any third party.

(10) Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the value of the contract.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in this Agreement.

(11) Consultant Liability if Audited. Consultant will assume all financial and statistical information provided to Consultant by Client employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to Client under the claim(s) for whatever reason is the sole responsibility of Client. Consultant shall, upon notice of audit, make work papers and other records available to the State auditors.

(12) Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Lenoir County
130 S. Queen Street
Kinston, NC 28501
Phone – (252) 559-6460
Fax – (252) 559-6454

Nelson Clugston
MAXIMUS Consulting Services, Inc.
3608-200 Davis Drive
PMB 355
Morrisville, NC 27560
(804) 387-0529
(804) 323-3536 FAX
nelsonclugston@maximus.com

Such notice shall be deemed delivered five (5) days after deposit in the U.S. mailbox.

(13) Changes. The terms of this Agreement may be changed via a mutually executed written instrument.

(14) Miscellaneous.

a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

b. The parties intend that Consultant, in performing the services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose

c. Should any part, term, portion, section or provision of this Agreement be decided finally to be in conflict with law or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, sections or provisions shall be deemed severable and shall remain in full force and effect.

d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date first written below.

By: _____
(Client Official)

Title: _____

ATTEST:

Date: _____

MAXIMUS Consulting Services, Inc.

By: _____

Date: _____

EXHIBIT A
Term and Scope of Services

This Agreement shall become effective on this ____ day of ____, 2011 and shall continue in full force and effect until the ____ day of ____, 2014.

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of services under this Agreement. Consultant reserves the right to subcontract for services hereunder. Consultant agrees to notify Client in writing of any such subcontracts. All of the services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. Consultant shall commence, carry on, and complete the services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions herein and all applicable laws.

Scope of Services. The Consultant shall do, perform and carry out in a good and professional manner the following services:

- a) Development of a central services cost allocation plan, which identifies the various cost incurred by the State to support and administer Federal programs. This plan will contain a determination of the allowable cost of providing each supporting services such as purchasing, legal counsel, disbursement processing, etc.
- b) Prepare indirect cost proposals for federal grants as necessary.
- c) Negotiation, of the completed cost allocation plan, with the representatives of the State or federal government, whichever is applicable.
- d) Prepare the EMS Medicaid Cost Report

**EXHIBIT B
Compensation**

For services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Five Thousand Dollars (\$5,000) per fiscal year for the Cost Allocation Plan and Seven Hundred Fifty Dollars (\$750) per fiscal year for the EMS Medicaid Cost Report.

Payment of the standard fee shall be made upon completion of the plan. Invoices shall provide detail sufficient to Client's requirements.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due by thirty (30) days after the due date.

Fee for Cost Plan

Fiscal Year [2011] \$5,000

Optional years:

Fiscal Year [2012] \$5,000

Fiscal Year [2013] \$5,000

Fee for the EMS Report

Fiscal Year [2011] \$750

Optional years:

Fiscal Year [2012] \$750

Fiscal Year [2013] \$750

INTRODUCED BY: Michael Jarman, County Manager DATE: 03/21/11 ITEM NO. 18

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>
Parks and Recreation Board 2 nd Appearance	Kendall W. Huffman (Appointment)	March 2014
Pink Hill Planning Board 1 st Appearance	Ashley Keffer (Appointment)	April 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:

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>
Parks and Recreation Board 2 nd Appearance	Kendall W. Huffman (Appointment)	March 2014
Pink Hill Planning Board 1 st Appearance	Ashley Keffer (Appointment)	April 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:

Pink Hill Planning Board - ETJ Member

(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: ASHLEY KEEFER
 Address: 3050 HEN DAVIS RD
 City/State/Zip: PINK HILL, NC, 28570
 Telephone: (Home) 252-217-4414 (Work) 252-526-4423, EXT 916
 Occupation: ENGLISH INSTRUCTOR
 Business Address: PO BOX 138 KINSTON NC 28502
 Age: (Optional): 30
 Number hours available per month for this position: 5-10
 Training: ONLY IN ENGLISH
 Business and Civic Experience/Skills: NONE
 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 Hall (Fink 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) | <u>Pink Hill 2 (Pink Hill Rescue Station)</u> |
| 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 (Army Reserve Center, Airport) |
| 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.

Ashley Keefe
Signature of Applicant

17 MARCH 2011
Date