

**LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA  
 MONDAY, JUNE 16, 2008 TIME: 4:00 P.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:**

Ms. Marci Johnson and Mr. Don Blake: Spirit AeroSystems Inc.

Mr. Randy Robb and Mr. Don Howard: North Carolina Global TransPark:  
 Road Closure Request: John Mewborn Road

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

**CONSENT AGENDA: 10 Min.**

- 3. Approval of Minutes: Regular Board Meeting: June 2, 2008 **ACTION**  
Aytch/Jarman
- 4. Budget Ordinance Amendment: General Fund: Finance/Building Inspections: \$907: Increase Jarman/Martin

**END OF CONSENT AGENDA**

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

- 5. Resolution Authorizing the Award of Five Contracts for Rehabilitation Services Related to the 2007 Single Family Rehabilitation Project: \$173,790 Jarman/Martin
- 6.
  - A. Resolution Approving the Release of 3-Acres from the Option Agreement between the Parrott Family and Lenoir County Jarman/Martin
  - B. Resolution Approving Purchase of Real Property: Parrott Property and Perry Brothers Properties LLC: 129.67 acres: \$1,937,660 Value
  - C. Budget Ordinance Amendment: General Fund/CAP Improvements Fund: \$3,875,320: Increase
- 7.
  - A. Resolution In Support of Extending the Existing Three Lane Section of SR 1546 (Banks School Road) From US 258 to SR 1547 (Hill Farm Road) Pope/Board
  - B. Resolution Approving the use of Funds to Improve the Existing Median Crossover on US 70 at the Proposed Sanderson Farms Processing Plant
  - C. Resolution Approving the Use of Funds to Improve SR 1547 (Parrott Dickerson Road) from SR 2021 (Smithfield Way) to SR 1546 (Banks School Road)
  - D. Resolution Authorizing Approval and Execution of Agreement: The Rural Economic Development Center (The Rural Center): \$174,137
- 8.
  - A. Resolution Approving the Continuing Use of the Construction and Demolition Landfill Hollowell/Martin
  - B. Resolution Approving Update of Landfill Fee Schedule
- 9.
  - A. Resolution Authorizing Indirect Cost Allocation Plan Contract: Tim McKinnie & Associates, Inc.: \$5,000 Hollowell/Martin
  - B. Resolution Approving Purchase Order Execution for Actuarial Valuation of Health Care Plan of Lenoir County: Cavanaugh Macdonald Consulting, LLC: \$5,000

- C. Resolution Approving/Authorizing Execution of FY08-09 Insurance Policies with WA Moore Company, Inc. and Discovery Insurance Co.: \$372,403
  - D. Budget Ordinance Amendment: School Capital Fund: School Building: \$150,000: Increase
  - E. Budget Ordinance Amendment: General Fund Finance: \$190,000: Increase
10. Resolution Authorizing FY 08-09 Service Contracts and Purchase Orders for Court Facility/Public Buildings Department: \$162,170 Wiggins/Martin
11. Resolution Authorizing Support of Continuance of Health Department Clinics and Services: FY 2008-2009 Huff/Martin
- 12. A. Resolution Authorizing FY 08-09 Purchase Orders for the Board of Elections: \$24,926 King/Martin
  - B. Resolution Authorizing FY 08-09 Purchase Orders for the Board of Elections for Software and Maintenance: \$52,700
- 13. A. Resolution Authorizing Ground Maintenance: Wheat Swamp Landscaping: \$3,296 Kelly/Martin
  - B. Resolution Authorizing Contract Service for Parents as Teachers: Administrative Assistant: \$12,900
  - C. Resolution Authorizing Contract with USDA Animal and Plant Health Inspection Service: Wildlife Services Division: Beaver Management Assistance Program Participation
  - D. Resolution Authorizing Lenoir County Cooperative Extension to Implement Parent Education
- 14. A. Resolution Authorizing the Approval FY 08-09 Contract Service Microfilming – COTT: \$3,000 Seymour/Martin
  - B. Resolution Approving FY 08-09 Expenditure of Funds for Leasing Copiers – COECO: \$5,508
  - C. Resolution Authorizing the Approval FY 08-09 Expenditure for Equipment – R. L. Ballard & Associates: \$10,000
  - D. Resolution Authorizing the Approval of Contract Service Indexing: COTT Systems: \$50,000
- 15. A. Resolution Approving Purchase of Plumbing Services: \$5,000 Smith/Martin
  - B. Resolution Approving Purchase of Office Supplies: \$5,500
  - C. Resolution Approving Contract for Sheriff's Equipment and Supplies: \$7,500
  - D. Resolution Approving Purchase of Ammunition: \$7,800
  - E. Resolution Approving Purchase of Tires Vendors: \$10,000
  - F. Resolution Approving the Lease and Purchase Order with the North Carolina Department of Corrections: \$11,680
  - G. Resolution Approving the Lease and Purchase Order with G4S Justice Services: \$13,250
  - H. Resolution Approving Contract for Jail Uniform Supply Vendors: \$14,000
  - I. Resolution Approving Purchase Order with Gately Communications, Co.: \$18,000
  - J. Resolution Approving Contract for Sheriff's Uniform Supply Vendors: \$28,000

- K. Resolution Approving Contract for Jail Operating Supply Vendors: \$33,300
  - L. Resolution Approving Contract for Repair/Maintenance Vendors: \$44,000
  - M. Resolution Approving Contract for Jail Food Service Vendors: \$162,000
16. A. Resolution Approving Lease Contract for DCI/SBI for OMINIXX Equipment Rental for FY 08-09: \$5,100 Dail/Martin
- B. Resolution Authorizing Purchase of the Maintenance Contract with Dictaphone Freedom System: \$5,146
  - C. Resolution Approving Maintenance Contract for Generators for all Tower Site Locations: \$6,000
  - D. Resolution Authorizing Maintenance Contract for Priority Dispatch to Include Software/Cardsets for EMD, EPD &EFD and ProQA: \$9,000
  - E. Resolution Authorizing the Replacement of the 155.295 and 155.340 Conventional Radio Repeaters: NTE: \$14,144
  - F. Resolution Authorizing the Renewal of the Position Maintenance Contract with Embarq Telephone: \$23,632.19
  - G. Resolution Authorizing the Renewal of the CAD System Maintenance Contract with VisionAir Telephone: \$28,512
  - H. Resolution Authorizing Gately Communications as the Holder of Maintenance Contracts for Radio Equipment Maintenance and Radio System Management: \$47,018
  - I. Resolution Authorizing the Upgrade of the Existing Simon Communications Telephone System to the Power 911 Phone System: NTE: \$145,670
  - J. Resolution Authorizing FY 08-09 Purchase Orders for the Emergency Medical Non-Emergency Transport Division Uniform Purchases: \$10,000
  - K. Resolution Authorizing FY 08-09 Purchase Orders for the Emergency Medical Non-Emergency Division Medical Inventory: \$10,000
  - L. Resolution Authorizing FY 08-09 Purchase Orders for the Emergency Medical Division's Vehicle Maintenance: \$15,000
  - M. Resolution Authorizing Payment for the Medical Director's Contract: \$18,000
  - N. Resolution Authorizing FY 08-09 Purchase Orders for the Emergency Medical Division Uniform Purchases: \$25,000
  - O. Resolution Authorizing FY 08-09 Purchase Orders for the Emergency Medical Division's Vehicle Maintenance: \$60,000
  - P. Resolution Authorizing FY 08-09 Purchase Orders for the Emergency Medical Division Medical Inventory: \$120,000
17. A. Resolution Approving Increase in DSS Board Member's Remuneration Jones/Martin
- B. Resolution Approving Blanket Purchase Order for System Sales: \$2,500
  - C. Resolution Approving Blanket Approval of Adoption of Assistance Requests for Vendor Payments
  - D. Resolution Approving Contract and Purchase Order with the Business Development Center: \$4,500
  - E. Resolution Approving Purchase Order and Contract with Thomas Hill of Thomas Service Center: \$7,530
  - F. Resolution Approving Purchase Order with Anza Mailing Systems (NeoPost): \$7,980
  - G. Resolution Approving Contract for Commodities Distribution for Fiscal Year 08-09: \$8,500

- H. Resolution Approving Contract between Lenoir County Department of Social Services and North Carolina Department of Health and Human Resources, Division of Services for the Blind: FY 08-09: \$10,271
  - I. Resolution Approving Contract and Purchase Order with Enterprise Rent-A-Car: \$20,000
  - J. Resolution Approving Contract with Salvation Army: \$20,744
  - K. Resolution Approving Copier, Fax, & Printer Services Purchase Order with Coeco Office Systems: \$32,051
  - L. Resolution Approving Purchase Order and Contract with Drake Janitorial Services, Inc.: FY 08-09: \$33,726
  - M. Resolution Approving Purchase Order for the Following: Floors and Courts: \$6,000: Corporate Resources: \$35,000
  - N. Resolution Authorizing Contract with Lenoir County Sheriff's Office for FY 08-09: \$50,000
  - O. Resolution Approving a Contract with L.I.F.E. of North Carolina, Inc.: \$60,000
  - P. Resolution Approving and Authorizing the Out-Posting of Income Maintenance Caseworkers at Lenoir Memorial Hospital and the Lenoir County Health Department: \$69,091
  - Q. Resolution Approving Work First Demonstration Grant for FY 08-09: \$100,000
  - R. Resolution Approving Contract with Vangaurd Professional Staffing: \$215,000
  - S. Resolution Approving Contracts for Legal Services: Dal Wooten & Chris Rogerson – NTE: \$150,000 Annually: Griffin & Griffin and Annette Strickland – NTE: \$80,000 Annually: Griffin & Griffin – NTE: \$500 Annually
  - T. Resolution Approving Service Contracts for FY 08-09: Interim Health Care: \$247,505
  - U. Resolution Approving Provider Agreements for Subsidized Day Care: \$3,121,997
18. A. Resolution Approving Acceptance of Additional Capital Fund From NCDOT Community Transportation Grant: \$41,959 Bryan/Martin
- B. Budget Ordinance Amendment: Transportation Fund: Transportation Administration: \$41,959: Increase
- C. Budget Ordinance Amendment: Transportation Fund: Transportation Administration/Operations: \$247,816: Increase
19. Budget Ordinance Amendment: School Construction Fund: School Construction Bonds-Series 2008: \$39,737,623.01: Increase Jarman/Martin
20. Resolution Approving FY 08-09 Position and Pay Classification Plan Jarman/Martin

**APPOINTMENTS: 5 Min.**

21. Resolution Approving Citizens to Boards, Commissions, Etc. Aytch

**OTHER ITEMS: 10 Min.**

22. **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**

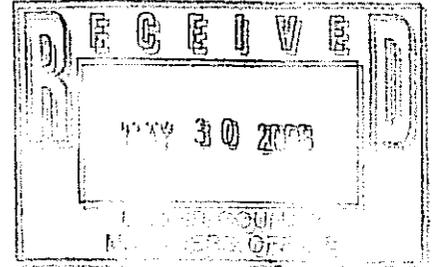
**DATE:       June 16, 2008**

**SUBJECT:   Items of Interest**

1.     Letter: May 28, 2008: North Carolina's Eastern Region: Re: Storm Water Regulations
  
2.     NACo Annual Conference: August 21-24,2008: New Bern Riverfront Convention Center: Who is Attending?
  
3.     Current ESC Workforce Information: June 9, 2008
  
4.     Minutes: Kinston-Lenoir County Parks & Recreation Meeting: May 8, 2008



**NORTH CAROLINA'S  
EASTERN REGION**



May 28, 2008

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

Dear Mr. Jarman,

The members of the Board of North Carolina's Eastern Region have been discussing the possible impacts of implementing the proposed storm water regulations on our region. While every member of the NCER Board is strongly supportive of regulations that protect our environment, doubts have been raised about the efficacy of the regulations in accomplishing the stated goals. Questions have also been raised about the depth and breadth of the economic costs of implementing the regulations.

We have previously provided comments regarding the potential adverse impact on our Eastern Region Counties if we implemented the proposed regulations without considering the high cost of carrying out these directives without any offsetting compensation. Our letter to the Division of Water Quality in October outlined our concerns about the process used to develop and implement environmental regulations and suggested changes in that process, that if addressed, might have avoided current conflicts that exist. A copy of that letter is attached.

On behalf of the Members of the Board of North Carolina's Eastern Region, I respectfully request that the NC Legislature forestall implementation of the proposed storm water regulations until such time that:

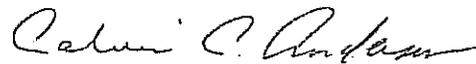
1. An independent and objective economic impact assessment can be conducted by a qualified third party to determine and quantify the costs of implementing the proposed regulations to local and state government agencies and to the private sector;

and that the State of North Carolina requires periodically

2. an independent and objective review and assessment of the effectiveness of the regulations be conducted. To maintain the confidence of all the people interested in these important regulatory aspects of government, North Carolina must be able to demonstrate that the regulations designed and implemented to improve the quality of our environment indeed have a measurable, positive impact on our precious environment.

The NCER Board and I strongly urge the NC Legislature to give very positive consideration to commissioning a comprehensive study to compare and contrast both the environmental regulations themselves and the costs of adhering to these environmental regulations between and among North Carolina and our closest competitor states in the economic development arena. Particularly in coastal North Carolina, there is a pervasive belief that we are at a significant competitive disadvantage because of the environmental regulatory requirements placed upon our region. A study, such as we are proposing, could help either dispel that notion or help to quantify the level of disadvantage that does exist. If such an economic disadvantage does indeed exist, and the stricter environmental regulations are deemed to be necessary to protect the environment, then the proposed study could help to identify ways that assistance could be provided to the affected regions of the state to help offset the economic disadvantage of being in an environmentally sensitive area requiring such restrictive regulation.

Sincerely,

A handwritten signature in black ink, appearing to read "Calvin C. Anderson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Calvin Anderson  
Chairman, North Carolina's Eastern Region

**Current ESC Workforce Information**

from  
LENOIR COUNTY

as of  
June 9, 2008

- ◆ County Labor Force : 28,702
- ◆ Number Of Unemployed : 1,627
- ◆ County Unemployment Rate :

April 2008	3 Months Ago	6 Months Ago	12 Months Ago
5.7%	5.5%	4.8%	4.9%

- ◆ Unemployment Insurance (UI) Benefits Paid in Lenoir County :  
Last 30 Days : \$364,853  
Year-To-Date : \$2,238,342

- ◆ New Business/Industry Openings In Lenoir County:  
- Last 4 Weeks -
- ◆ Business/Industry Closings In Lenoir County:  
- Last 4 Weeks -

**Current State & National Information**

- ◆ Unemployed Workers Statewide (April 2008) :  
244,884
- ◆ N.C. Unemployment Rate:

April 2008	3 Months Ago	6 Months Ago	12 Months Ago
5.4%	4.9%	4.7%	4.7%

- ◆ U.S. Unemployment Rate (May 2008) : 5.5%
- ◆ Unemployment Benefits Paid to N.C. workers:  
Month To Date : \$15,910,207  
Last Month : \$89,461,735  
Year To Date : \$478,964,758
- ◆ Unemployment Benefits Paid to N.C. workers  
In June 2007 : \$70,515,677
- ◆ N.C. Unemployment Insurance Trust Fund Balance:  
(As Of Jun 6, 2008) : \$526,483,677
- ◆ Average N.C. UI Tax Rate For Business : 1.7%



Beverly Alston - Kinston  
252.526.4435

**MINUTES**  
**KINSTON/LENOIR COUNTY PARKS & RECREATION COMMISSION MEETING**  
**MAY 08, 2008**  
**6:30 P.M.**  
**ADMINISTRATIVE OFFICE**

**MEMBERS PRESENT**

**Bill McMahon**      **Keith King**  
**Sue Ellen Maddux**   **John Jones**  
**Darrell Parrish**      **Tony Turner**  
**Will Barker**          **Joel Smith**  
**Matt Sullivan**

**MEMBERS ABSENT**

**Christi Fillippeli**  
**Jill Croom**  
**Ricky Killinger**  
**Garland Nobles, Jr.**

The meeting was called to order by the Chairman, Mr. Bill McMahon. The April, 2008 minutes were approved.

Motion - Maddux; Second - King; Vote - Unanimous.

Chairman, Bill McMahon welcomed Joel Smith to the commission. Joel is replacing Beth Edwards on the commission.

The commission was asked to approve a curfew on recreation baseball games played on school nights. Bill Ellis presented the Athletic Division's proposal for a curfew on 9/10 and 11/12 baseball games and girl's softball games. A motion was made to adopt the following curfew changes: **There will be a 1 hour and 45 minute time limit for the first and second game each night. The curfew will be from the scheduled start time of the first game and the game time for the second game. Any game not meeting regulation rules will be treated as a suspended game and be made up at the end of the season.**

Motion - Maddux; Second- Sullivan; Vote - Unanimous.

Bill Ellis updated the commission on the city/county 2007/08 budgets. He stated that the city council unanimously approved the additional \$60,000 for summer programs, which will be necessary to operate summer programs. Will Barker stated that he had reviewed the department's revenues of fees and charges and the department ranked in the middle of comparative departments throughout eastern North Carolina. A motion was made to have the Chairman, Bill McMahon write a letter thanking the council for their support of the department.

Motion - Turner; Second- Maddux; Vote- Unanimous.

Bill Ellis informed the commission that the 30<sup>th</sup> annual Day In The Park will be held at Bill Fay Park on Saturday, May 10, 2008.

The commission was given a list of the department's summer programs and activities.

With no further business, the meeting was adjourned.

Debra Wicker, Secretary  
Kinston/Lenoir County Parks & Recreation Commission

**MINUTES**  
**LENOIR COUNTY BOARD OF COMMISSIONERS**  
**June 2, 2008**

The Lenoir County Board of Commissioners met in regular session at 9:00 a.m. on Monday, June 2, 2008 in the Board of Commissioners Main Meeting Room in the Lenoir County Courthouse at 130 S. Queen St., Kinston, NC.

Members present: Chairman Paul Taylor; Vice-Chairman George Graham and Commissioners, Jackie Brown, Claude Davis, Earl Harper, Chris Humphrey and Claude Stroud.

Members absent: None

Also present were: Michael W. Jarman, County Manager; Tommy Hollowell, Assistant County Manager; Robert Griffin, County Attorney; Lashanda Aytch, Clerk to the Board; and members of the general public and the news media.

Chairman Taylor called the meeting to order at approximately 9:00 a.m. Ms. Brown offered the invocation and Mr. Taylor led the audience in the pledge of allegiance.

**PUBLIC INFORMATION**

Mr. Wayne Sullivan of Municipal Engineering Services Co., Inc. addressed the Board. Mr. Sullivan updated the Board on the municipal solid waste (MSW) and construction/demolition (C&D) Landfill. On January 1, 2007, new rules were adopted by the state regarding these landfills. The Solid Waste Management Act of 2007 legislation was passed that effects landfill operations. On July 1, 2008, the \$2.00/ton solid waste tax will become effective. This tax will be assessed to every ton that is disposed in a sanitary landfill. For Lenoir County, this includes the MSW and the C&D landfill. In FY 06-07, Lenoir County disposed 69,079 tons, which equates to \$138,158 in tax. To offset this cost, Lenoir County will need to increase the tipping fees and possibly the household fee. In FY 06-07, there was 58,651 tons of waste disposed in either MSW or C&D landfills that were charged a tipping fee. The remaining 10,428 tons were not charged a tipping fee because this waste was received from households covered by the landfill household fee.

**Solid Waste Management Section Fees:**

MSW Permit Amendment	\$15,000 approximately every 5 years
C&D Permit Amendment	\$9,000 approximately every 5 years
LCID Permit Amendment	\$500 approximately every 5 years
MSW Annual Permit Fee	\$3,500 annually
C&D Annual Permit Fee	\$2,750 annually
LCID Annual Permit Fee	\$500 annually

Annual Cost of Fees = \$11,650 = \$0.17/ton

The closure and post closure of the current landfill has to be budgeted as well. Mr. Sullivan stated it is advisable to set aside sufficient funds to cover the cost of closure in approximately 20 years and the 30-year post closure period following closure. Estimated funds needed are \$6,000,000 for closure and approximately \$2,000,000 for post closure or an annual cost of \$400,000 for 20 years. The operational costs of the landfill must be reviewed as well. The cost of fuel continues to rise and all private landfills have a fuel adjustment fee that they will annually charge their customers to offset the rising cost of fuel. The County does not have this benefit and has to attempt to budget this increase each year.

Household fees must be reviewed as well. Mr. Sullivan stated the County presently has 11,890 households that are charged a fee of \$60.00 per year. That fee has not increased since 1998. These households have free access to convenience sites. The convenience sites are manned by a private contractor and the County hauls and disposes of the waste at these sites. The annual cost of the contract is \$420,000 and the estimated costs for the County to haul the waste is \$200,000 for a total annual cost of \$620,000. The cost per household just for the convenience sites and hauling the waste is \$52.14 per household. Mr. Sullivan stated Municipal Engineering recommends the following: MSW tipping fee is presently \$34/ton. Including all the additional costs the MSW tipping fee should be raised \$9.41/ton or \$43.41/ton. C&D tipping fee is \$29/ton and should be raised the same amount as the MSW tipping fee of \$9.41/ton for a new C&D tipping fee of \$38.41/ton. The LCID tipping fee, which is presently \$12/ton, should be raised, at a minimum, to cover the costs of operations. Recommend \$3/ton increase for a new tipping fee of \$15/ton.

There is three (3) years of life on the current 5-year cell. Mr. Sullivan stated the County should have another phase permitted and available before the end of the 5-year cell. The permitting takes one year to complete; construction of a new cell will take approximately one year as well. Mr. Hollowell stated three (3) resolutions would be presented at the next meeting in regards to the landfill. Mr. Hollowell stated the County would like to have enough funds in the Landfill Fund to construct the cell without borrowing additional funds to do so. The Board thanked Mr. Sullivan and Mr. Hollowell for their information.

**ITEMS FROM THE CHAIRMAN/COMMISSIONERS**

Item No. 1 was Items from the Chairman and County Commissioners. Mr. Taylor stated he along with Mr. Graham, Mayor Pro Tem, Robert Swinson and Mr. Mark Pope, Economic Development Director, along with others toured the Spirit AeroSystems, Inc. facilities in Wichita, Kansas. Mr. Taylor and Mr. Graham agreed that the meeting was successful and lots of information was obtained. Mr. Taylor encouraged the county's youth to take full advantage of the upcoming employment opportunities presented by Spirit.

**ITEMS FROM THE COUNTY MANAGER**

Item No. 2 was Items from the County Manager. Mr. Jarman reviewed a letter from the Lenoir County SPCA regarding updating county ordinances. Sheriff Smith stated there were currently 141 inmates, 19 inmates on house arrest. There were 154 inmates in the jail this past weekend. Mr. Jarman stated he would email the Commissioners inmate populations in the future.

**CONSENT AGENDA**

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

- |    |  |                |
|----|--|----------------|
| 3. | Approval of Minutes: Regular Board Meeting: May 19, 2008<br>Closed Session Meeting: May 19, 2008 | Aytch/Jarman   |
| 4. | Resolution Approving the Releases and Refunds to the Individuals Listed Herein                   | Parrish/Martin |
| 5. | Budget Ordinance Amendment: General Fund: DSS: \$209:Increase                                    | Jones/Martin   |
| 6. | Budget Ordinance Amendment: Capital Improvements: Community Development:<br>\$750: Increase      | Jarman/Martin  |

## **PUBLIC HEARING/LENOIR COUNTY BUDGET ORDINANCE INTRODUCTION**

Item No. 7 was a Public Hearing: Fiscal Year 2008-09 Lenoir County Submitted Budget & Introduction of Fiscal Year 2008-09 Lenoir County Budget Ordinance. Upon a motion by Ms. Brown and a second by Mr. Davis, the Public Hearing was opened at 9:37 a.m. Mr. Jarman stated all county funds are in balance. The tax rate of \$.84 per \$100 valuation remains the same as last year. The General Fund Appropriation totals \$60,726,544; this does show an appropriation of \$2,182,000 from the Fund Balance to balance the budget. All departments have held tight on all expenditures to help balance the budget. By using the savings the tax burden is minimized to the citizens of Lenoir County. There were no questions or comments made by the public. Upon a motion by Mr. Taylor and a second by Mr. Graham, the Public Hearing was closed at 9:40 a.m. Upon a motion by Mr. Graham and a second by Ms. Brown the Board approved the budget by a 6 to 1 vote with Mr. Humphrey dissenting. Ms. Brown stated she is happy the tax rate has remained the same and the level of services provided to the citizens has remained the same.

## **PUBLIC HEARING/ BUDGET ORDINANCE AMENDMENT/RESOLUTIONS**

Item No. 8 was a Public Hearing: Requirements of the North Carolina Community Development Block Grant (CDBG) Program. Upon a motion by Ms. Brown and a second by Mr. Stroud the Public Hearing was opened at 9:41 a.m. Mr. David Harris, RSM Harris Associates, addressed the Board. Mr. Harris stated the purpose of the public hearing is to introduce the 2008 funding projects for the CDBG Program. To participate in the state CDBG program the County must hold two (2) public hearings. This public hearing gives a general overview of all the categories. The second public hearing would discuss details of a particular program the County wishes to participate in. The State's funding remains at \$45 million, which is divided into several categories, the largest being, community revitalization. Cycle applications are due at the end of August. The Community Revitalization program is geographical based. The State takes \$13 million of the funding and divides it into four (4) regions; Lenoir County is Region 4. For the Scattered Site program the County is eligible for \$400,000 every three (3) years, Lenoir County will be eligible again next fiscal year for this funding. Economic Development is still funded by the CDBG program. Under economic development water sewer extensions are available on a project by project basis for new or expanding industries. Citizens can contact the County Manager's Office for more information. Upon a motion by Mr. Taylor and a second by Mr. Graham the Public Hearing closed at 9:53 a.m.

Item No. 9 was a Budget Ordinance Amendment: General/Solid Waste: Finance/Landfill: \$25,954: Increase. Mr. Hollowell stated the Budget Amendment is to appropriate actual revenue from the landfill to the General Fund for indirect costs for FY 07-08. Actual indirect costs from the cost study are \$97,976.62. In FY 06-07 \$85,000 was budgeted which was increased by \$12,976.62. Upon a motion by Mr. Graham and a second by Ms. Brown, Item No. 9 was unanimously approved.

Item No. 10 was a Budget Ordinance Amendment: Vehicle Replacement Fund: Vehicle Replacement: \$36,500: Increase. Mr. Hollowell stated the Budget Amendment budgets funds in the vehicle replacement fund for the sale of surplus motor vehicles. The county is currently selling fifteen (15) surplus vehicles on Govdeals.com. Upon a motion by Mr. Mr. Davis and a second by Ms. Brown, Item No. 10 was unanimously approved.

Item No. 11 was a Budget Ordinance Amendment: Solid Waste: Landfill/Finance: \$121,000: Increase. Mr. Hollowell stated the Budget Amendment budgets insurance proceeds received from the county insurance carrier for the total loss, less salvage of a 1998 3-70C CMI Trash Compactor that was burned due to an electrical fire. Upon a motion by Ms. Brown and a second by Mr. Davis, Item No. 11 was unanimously approved.

Item No. 12 was a Budget Ordinance Amendment: Fire Districts: Fire Protection: \$210,664: Increase. Mr. Hollowell stated the Amendment appropriates funds to cover estimated revenues and expenditures for all fire districts for the remainder of FY 07-8. Upon a motion by Ms. Brown and a second by Mr. Stroud, Item No. 12 was unanimously approved.

Item No. 13 was a Resolution Declaring Property as Surplus and Authorizing the Sale of the Surplus Property by Auction. Mr. Hollowell stated this is for two (2) Ford trucks. These vehicles are no longer of use to any County Department and there are no plans to put them back into service. In accordance with procedures set forth in G.S. 153A-176, the County Manager's Office is requesting the approval of the Board to sell the following vehicles by auction on GovDeals.com within the next 90 days. Proceeds resulting from the sale, less expenses, will be appropriated to the Vehicle Replacement Fund.

	<u>Vehicle</u>	<u>Serial Numbers</u>
1	1993 Ford Truck	1FTDF15N6PLA65938
1	1996 Ford Truck	2FTEF15Y7TCA74294

Upon a motion by Mr. Harper and a second by Ms. Brown, Item No. 13 was unanimously approved.

**APPOINTMENTS**

Item No. 14 was a Resolution Appointing Citizens to Boards, Commissions, Etc. The following reflects existing vacancies and appointments.

<b><u>BOARD/COMMITTEE/COMMISSION</u></b>	<b><u>APPLICANT/ CURRENT MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>
Regional Aging Advisory Committee <b>2<sup>nd</sup> Appearance</b>	Elaine Patterson (Re-Appointment)	May 2011 <b>M: Brown S: Davis</b>
Eastern Carolina Workforce Development Board <b>2<sup>nd</sup> Appearance</b>	Dr. Brantley Briley (Re-Appointment)	June 2010 <b>M: Brown S: Davis</b>
Lenoir Community College Board of Trustees <b>2<sup>nd</sup> Appearance</b>	James L. Hardison (Re-Appointment)	June 2012 <b>M: Brown S: Davis</b>

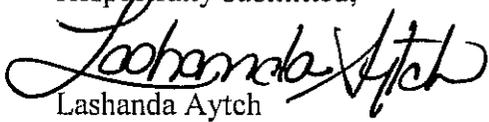
**CURRENT VACANCIES:**

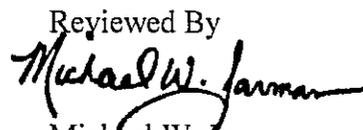
- Lenoir County Health Board – Four (4) Vacancies; (1) Veterinarian, (1) Optometrist, (2) Public Members**
- Grifton Planning Board – One (1) Vacancy**
- JCPC – One (1) Vacancy; 1-Juvenile Attorney**
- Lenoir County Planning Board – K-6 Precinct & At-Large**
- CJPP – Four (4) Vacancies**
- Kinston Board of Adjustment – Two (2) ETJ Members; (1) Primary – (1) Alternate**
- Lenoir County Transportation Committee – At Large Member – Business Community**

**ADJOURNMENT**

Upon a motion by Mr. Taylor the Board adjourned at 10:03 a.m.

Respectfully submitted,

  
Lashanda Aytch  
Clerk to the Board

Reviewed By  
  
Michael W. Jarman  
County Manager

Item No. 4

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: FINANCE/BUILDING INSPECTIONS: \$907: INCREASE



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

FY 2007 -2008  
 Appropriations

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

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
GENERAL	FINANCE/BUILDING INSPECTIONS	VARIOUS
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>
Account # and Title	Amount	Account # and Title Amount
<u>INCREASE</u> 10-3842-8500 INSURANCE-MISCELLANEOUS	907.00	<u>INCREASE</u> 10-4350-3530 MAINTENANCE/REPAIRS-VEHICLES 907.00
Total	907.00	Total 907.00
<b>Reason and Justification for Request:</b> TO BUDGET INSURANCE PROCEEDS FROM GMAC FOR A WRECK ON 5/14/2008, INVOLVING A BUILDING INSPECTIONS VEHICLE, COUNTY EMPLOYEE WAS NOT AT FAULT. VEHICLE WILL BE REPAIRED.		
Department Head Approval	Date	Finance Officer Approval Date
<i>Martha N. Martin</i>	6/2/08	<i>Martha N. Martin</i> 6/2/08
Budget Officer Approval	Date	
<i>Michael W. [Signature]</i>	6/3/08	
Board Approval (When Applicable)	Date	Date of Minutes

Finance Office - Copy

Department - Copy

Administration - Copy

**GMAC Insurance**

PO BOX 3199  
WINSTON-SALEM, NC 27102-3199

**COPY  
COPY**

8509702  
05/14/2008  
7613977

REMITTANCE ADVICE

CHECK NUMBER	ACCOUNT	ID	ISSUE DATE	CHECK AMOUNT
0402165688	EPIC CLAIMS	21	05/30/2008	\$906.17

8865812040  
LENOIR COUNTY  
PO BOX 3289  
KINSTON NC 28502-3289

DO NOT CASH

**\*\* DESCRIPTION \*\***

Thank you for working with me. Please call me if/when a rental is needed. You may receive a call inquiring about your claims experience. I hope it was positive and you would definitely recommend our company in the future. Jenna (888)233-4575 ext 8241.  
Property Damage, LENOIR COUNTY

10-3842-8500

DETACH CAREFULLY AND RETAIN THIS PORTION FOR YOUR RECORDS PRIOR TO CASHING OR DEPOSITING

**GMAC Insurance**

PO BOX 3199  
WINSTON-SALEM, NC 27102-3199

CHECK NO. 0402165688

68-158/531  
POLICY/VENDOR/CLAIM/DATE OF LOSS  
8509702 05/14/2008

AMOUNT: *Nine hundred six and 17/100 Dollars*

PAY TO LENOIR COUNTY  
THE ORDER  
OF:

VOID AFTER SIX MONTHS ISSUE DATE	AMOUNT
05/30/2008	****\$906.17

Integon National Insurance Company

Property Damage, LENOIR COUNTY

WACHOVIA BANK, N.A.  
WINSTON-SALEM, NC

Countersignature  
*Stanley D Russell*  
Signature

⑈0402165688⑈ ⑆053101561⑆ 2079900132214⑈

**INTRODUCTION BY:** Michael W. Jarman, County Manager

**DATE:** 06/16/08 **ITEM:** 5

Resolution Authorizing the Award of Five Contracts for Rehabilitation Services Related to the 2007 Single Family Rehabilitation Project: \$173,790

**SUBJECT AREA:** COMMUNITY DEVELOPMENT

**ACTION REQUESTED:**

Award contracts to the lowest, qualified bidders for the rehabilitation of five homes included in the 2007 Single Family Rehabilitation project, contingent upon clear title work and proof of ownership by legal counsel.

**HISTORY/BACKGROUND:**

In October of 2006, The Wooten Company applied for Single Family Rehabilitation funds from the North Carolina Housing Finance Agency on behalf of the County. These funds are used for moderate rehabilitation of homes owned by either elderly or disabled persons, with the rehabilitation costs not to exceed \$39,000.00 per unit. In December of 2006, the County was awarded an amount not to exceed \$392,000.00 to rehabilitate up to eight units and the funding agreement was signed June 1, 2007. Brendan Nolan, with The Wooten Company submitted requests for rehabilitation proposals to area rehabilitation contractors on properties associated with the 2007 Single Family Rehabilitation project. The bid tabulation sheet along with a memo from The Wooten Company addressing the need for change in scope of work on two homes due to funds limitation dictated by NC Housing Finance Agency, are attached.

**EVALUATION:**

The County received \$392,000.00 in Single Family Rehabilitation funds from the North Carolina Housing Finance Agency to rehabilitate up to eight units in Lenoir County. The Wooten Company was chosen to oversee the SFR07 project. The Wooten Company sent out bid requests on May 15, 2008 to local licensed rehabilitation contractors asking them to submit bids for the rehabilitation work. The bid opening was held on May 29, 2008, in the boardroom of the County Commissioners. The recommendation is to award the rehabilitation of five of the homes identified in the 2007 Single Family Rehabilitation project to the lowest qualified bidders. This work is contingent upon the receipt of clear title work and proof of ownership from legal counsel. Approval will allow the rehabilitation of these five homes to begin. This project must be complete by April 1, 2009.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that:

The County award contracts to the lowest, qualified bidders for the rehabilitation of five homes included in the 2007 Single Family Rehabilitation project, contingent upon clear title work and proof of ownership by legal counsel.

Lenard Garner	Robert Cunningham Construction	\$ 38,190.00
Betty K. Williams	Billy Earp & Son	\$ 45,430.00
Robert Brown	Billy Earp & Son	\$ 46,630.00
Lenwood Perry	Charles Hughes Construction	\$ 22,168.00
Orline Gray	Charles Hughes Construction	\$ <u>21,372.00</u>
Total		\$173,790.00

Funding Source                      46-4957-5850

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman                      06/16/08  
Date

\_\_\_\_\_  
ATTEST                      Date



## THE WOOTEN COMPANY

# Memo

To: Martha Martin, Grants Coordinator  
From: Brendan Nolan, Housing Rehabilitation Specialist  
Date: June 11, 2008  
Re: Lenoir County SFR07 Project

Attached please find the Bid Tabulation Sheet for the SFR07 Project, May 29, 2008 bid opening. It is recommended that all contracts be awarded to the lowest bidders. The original bids for Case #1 and Case #3 exceeded the NCHFA rehabilitation limits and the scope of work had to be amended. Please note that all bids received for Case #1 and Case #3 were evaluated line item by line item to ensure that the contracts would be awarded to the bidders with the lowest negotiated bids.

A breakdown of the Case #s, Owners, Contractors, and award bid amounts are as follows:

Case #	Owner	Contractor	Bid Amount
1	Lenard Garner	Robert Cunningham Const.	\$38,190
2	Betty Williams	Billy Earp & Son	\$45,430
3	Robert Brown	Billy Earp & Son	\$46,630
4	Lenwood Perry	Charles Hughes Const.	\$22,168
5	Orline Gray	Charles Hughes Const.	\$21,372

Should you have any questions, please give me a call at (252) 757-1096.

# BID TABULATION SHEET

TIME: 10:00 a.m.

DATE: 5/29/2008

LOCATION: Commissioner's Room - Courthouse, Kingston

CONTRACTOR	CASE #	CASE #	CASE #	CASE #	CASE #	CASE #	CASE #	CASE #	CASE #	CASE #	CASE #	CASE #	CASE #	CASE #
<i>Charles Hughes Constr</i>	51917	53677	51588	<del>22168</del>	<del>21372</del>									
<i>Robert Cunningham Const</i>	<del>46710</del>	—	—	24665	26845									
<i>Jeffrey Dudley</i>	61800	55600	52150	31850	36700									
<i>Billy Exp &amp; Son</i>	51530	<del>45430</del>	<del>50580</del>	27075	32890									
<i>Reg. Bid</i>	38190 <sup>00</sup>		46,630 <sup>00</sup>											
COST ESTIMATE														

This is to notify of the bids opened and read aloud at the time, date and location shown above.  
 The Locality will award the contract based on the contractor qualifications, cost estimate and contractor scheduling.

Witnessed By *Marta H. Martin*  
*Sandy Martin*

Opened By *Honda O'Neil*

*Roni Grant*

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 6A.

Resolution Approving the Release of 3-Acres from the Option Agreement between the Parrott Family and Lenoir County

**SUBJECT AREA:** Legal-Economic Development

**ACTION REQUESTED:**

The Board is requested to authorize the release of 3.0 acres from the Option Agreement between Lenoir County and the Parrott Family dated October 29, 2003.

**HISTORY / BACKGROUND:**

Lenoir County and the Parrott Family entered into an Option Agreement on October 29, 2003. This agreement streamlined the process for purchasing property owned by the Parrott Family located in the Hwy 70 Industrial Park. A quick turn around is necessary to be competitive in the fast paced economic arena. The City of Kinston needs acreage in the Industrial Park to construct an electrical substation, which would meet the increase in demand from park tenants and allow for future growth.

**EVALUATION:**

The County Attorney has advised administration that the Board must approve this resolution before the City of Kinston may purchase land that was under an option the County. Release of the 3-acre site from the Agreement would allow the City to purchase the land and construct the substation. Construction of the substation will better serve Park Tenants and make the Park more attractive to potential customers.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that 3 acres be released from the Option Agreement between the Parrott Family and Lenoir County to allow the City of Kinston to constuct an electrical substation.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST      06/16/08  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** LoB

Resolution Approving Purchase of Real Property: Parrott Property and  
Perry Brothers Properties LLC: 129.67 acres: \$1,937,660 Value

**SUBJECT AREA:** Legal-Economic Development

**ACTION REQUESTED:**

The Board is requested to approve the purchase of a 35.978-acre tract of land at a total price of \$719,560 from the Parrott Family and a 93.7-acre tract from Perry Brothers Properties LLC at a price of \$1,218,100.

**HISTORY / BACKGROUND:**

The Board is aware of an economic development agreement with Sanderson Farms approved on April 25, 2008. In this agreement, as an inducement to Sanderson Farms to create 1600 jobs and invest \$126.5 million in the community, Lenoir County and the City of Kinston promised to purchase land in the Hwy 70 Industrial Park and swap this land for property owned by the State of North Carolina. The state property acquired in this transaction, also located in the Hwy 70 Industrial Park, is to be gifted to Sanderson Farms pursuant to the terms of the economic development contract. The Board's action today will fulfill part of the County's commitment.

**EVALUATION:**

The investment by the County will generate more than \$8 million in property tax revenues over the next 10 years. Moreover, 1600 jobs will be created by the private sector. This is a mutually beneficial project for Sanderson Farms, Lenoir County, and the City of Kinston. Lenoir County is purchasing the property and the City of Kinston will pay the County back over a period of 5 to 10 years. The specifics of the payback will be determined as we finalize agreements with the State of North Carolina and other parties. Lenoir County and the City of Kinston will provide the above mentioned tracts as well as the sum of \$109,000 to the state of North Carolina for the needed State Property. The Eastern Region has approved providing \$200,000 to this project and additional funds may be available depending on which utility provider is selected. If no additional funds become available the City will owe Lenoir County \$923,330. As part of the pending agreement the debt owed Lenoir County by the City of Kinston could be reduced by \$357,000, the current amount owed to the city for the Hannibal Building. The Hannibal building would then be paid in full and the remaining monies due Lenoir County from the City could be paid over a period of five years.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the 35.978 acre tract owned by the Parrott Family and the 93.7 acre tract owned by Perry Brothers Properties LLC be purchased for the amounts of \$71,9560 and \$1,218,100 respectively.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST      06/16/08  
Date

STATE OF NORTH CAROLINA  
LENOIR COUNTY

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") made and entered into as of the 3<sup>rd</sup> day of June, 2008, between (i) Robert Johnson Parrott and William Thomas Parrott, III, in their capacity as Trustees for the benefit of Charles Sellers Parrott under that certain Trust Agreement between William Thomas Parrott, Jr. ("Grantor") and the Trustees dated May 16, 1990; for the benefit of George Saxon Parrott under that certain Trust Agreement between Grantor and Trustees dated May 16, 1990; for the benefit of William Thomas Parrott, III, under that certain Trust Agreement between Grantor and Trustees dated May 16, 1990; and for the benefit of Robert Johnson Parrott under that certain Trust Agreement between Grantor and Trustees dated May 16, 1990 (such Trustees being referred to herein as "Sellers") and (ii) Lenoir County, one of the Hundred Counties of North Carolina (the "Purchaser").

WITNESSETH

FOR VALUABLE CONSIDERATION in cash paid to Sellers by Purchaser (the receipt and sufficiency of which amount is hereby acknowledged by Sellers) and in further consideration of the covenants and agreements contained in this Contract, it is hereby covenanted and agreed among the parties hereto as follows:

1.00 PURCHASE AND SALE. Upon all the terms and conditions hereinafter set forth, Sellers shall sell and Purchaser shall purchase from Sellers 35.978 acres, being more particularly described as "Site" on Exhibit A and in the Legal Description, Exhibit B, attached hereto and incorporated herein by reference, together with any and all improvements located thereon (said land, together with any such improvements being hereinafter referred to as the "Property"). Final Legal Description to be determined by final survey.

2.00 PURCHASE PRICE. The Purchase Price for the Property shall be SEVEN HUNDRED NINETEEN THOUSAND FIVE HUNDRED SIXTY AND NO/100 Dollars (\$ 719,560.00), as determined under the Option Agreement between the parties dated October 29, 2003 (the "Option Agreement"). The Purchase Price shall be paid as follows:

(a) Within five (5) business days of the date of full execution of this Contract by all parties hereto, Purchaser shall deliver to Escrow Agent of Purchaser's sole choice an earnest money deposit in the amount of two percent of the Purchase Price (the "Earnest Money Deposit"). ( $\$719,560.00 \times 0.02 = \$14,391.20$ )

(b) At Closing, the Purchase Price of the Property shall be paid all in cash, or by wire transfer, or federal funds check and the Earnest Money Deposit shall be credited toward Purchase Price.

3.00 CLOSING. The Closing ("Closing") of the transaction contemplated hereby shall be held as provided in Section 7(c) of the Option Agreement, except that such paragraph is modified to provide that the closing shall take place not later than June 30, 2008, rather than not later than 90 days after the exercise of the option.

WTP  
2/10/08

3.01 At the Closing hereunder, Sellers shall convey the Property to Purchaser by general warranty deed, and quitclaim deed to the extent the surveyed description differs from the record legal description, which deeds shall be duly witnessed and attested for recording in the State of North Carolina. Possession of the Property shall be granted to Purchaser at the Closing and Sellers shall pay all State of North Carolina transfer tax on said deeds. In addition to the foregoing, Sellers shall deliver to Purchaser at Closing the standard Owners Affidavit sufficient to remove the exceptions for mechanics and materialmen's liens and rights of tenants in possession from Purchaser's title insurance policy, and a Non-Foreign Status Affidavit sufficient under Section 1445 of the United States Internal Revenue Code of 1986 to establish that Sellers are not subject to the withholding requirements of said Section.

3.02 Purchaser hereby acknowledges that (except as otherwise provided herein) Sellers are conveying the Property strictly and solely on an "as is, where is" basis, and with all faults, and that except as expressly stated herein, Sellers have made no material representations or warranties to Purchaser or its agents respecting the status, condition or any other aspect of the Property. Purchaser covenants and agrees that it will solely rely on its own due diligence with respect to the condition and status of the Property, and (except as otherwise provided herein) not on any statements made by Sellers or their agents, and that upon closing of title all of Sellers' obligations and liabilities hereunder and with respect to the Property shall be deemed merged into the Deed, except as expressly stated herein.

3.03 Subject to Section 13 of the Option Agreement, Sellers and Purchaser shall at Closing prorate between themselves as of the date of the Closing all real estate taxes, if any, on the Property. If the amount of such taxes is not known at the time of the Closing, proration of such taxes will be made upon the basis of the most recent ascertainable such tax which shall be deemed final by the parties. Each party hereto agrees to pay its own attorneys' fees and Purchaser shall pay the fees of the closing attorney.

4.00 DEFAULT. If the sale of the Property contemplated by this Contract is not consummated through default of Sellers, Purchaser, at Purchaser's sole option and upon written notice to Sellers may as Purchaser's sole and exclusive remedies (i) terminate this Contract, in which case the Earnest Money shall be promptly refunded to Purchaser, or (ii) seek specific performance hereof. If the sale is not consummated because of Purchaser's default, upon written notice to Purchaser, Sellers shall be entitled to terminate this Contract for such default of Purchaser. Purchaser agrees that Sellers shall be entitled to receive the Earnest Money Deposit, together with all interest thereon, if any, as liquidated damages as Sellers' sole and exclusive remedy.

5.00 REAL ESTATE COMMISSION. Section 33 of the Option Agreement is incorporated by reference.

6.00 DISPUTE RESOLUTION. Section 35 of the Option Agreement is incorporated by reference.

7.00 ESCROW AGENT. In performing all of its duties or responsibilities hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for willful default, and Escrow Agent shall accordingly not incur any liability with respect to (i) any action taken or omitted in good faith, or (ii) any action taken or omitted in reliance upon any instrument, including any written notice or instruction relating to this Contract. Sellers and Purchaser each hereby agree to indemnify and hold harmless Escrow Agent against any and all

loss, liability, claims, demands, damages, actions, causes of action, and suits which may be imposed upon Escrow Agent in connection with the performance of its duties hereunder.

In the event of dispute between or among the parties hereto or any parties otherwise having an interest in the Earnest Money, sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled (but shall incur no liability for failure to do so) to tender into the custody of the American Arbitration Association all amounts held as Earnest Money, and all interest earned thereon, and to file such pleadings or other documents as Escrow Agent may deem appropriate, and thereupon Escrow Agent shall be discharged from all further liabilities under this Contract.

8.00 ASSIGNMENT. Purchaser shall not assign this Contract without the prior written consent of Sellers, which consent may be withheld in Sellers' sole discretion.

9.00 NOTICES. Section 32 of the Option Agreement is incorporated by reference.

10.00 TAX FREE EXCHANGE. Each party agrees to cooperate with the other party to restructure the sale of the Property so that the other party effects a simultaneous or deferred like-kind exchange of the Property for other property in accordance with Section 1031 of the Internal Revenue Code and applicable regulations promulgated thereunder. Said like-kind exchange may be structured in any of the methods selected by an exchanging party and authorized by applicable law and regulations, provided that: (a) the other party incurs no additional costs or expenses by reason of such like-kind exchange conducted by the exchanging party; (b) the exchanging party agrees to hold the other party harmless from any and all costs, expenses and liabilities incurred in connection with such like-kind exchange conducted by the exchanging party; (c) the exchanging party agrees to and shall advance all monies, costs and expenses required in connection with such like-kind exchange (other than the Purchase Price hereunder, as applicable); (d) the other party shall not be required to enter into any contracts to purchase replacement property in connection with such tax-free exchange, but agrees to consent to the assignment of this Contract or any such contracts to a qualified intermediary as reasonably required by the exchanging party; and (e) the other party shall not be required to take title to any replacement property.

11.00 INCORPORATION BY REFERENCE. Sections 15, 16, 18, 19, 24, 27, 30, 31, 34, 37, 38, 39, and 40 of the Option Agreement are incorporated by reference.

12.00 EXISTING FARM LEASE REMAINS THROUGH 2008. Sellers have a farm lease for the 2008 farm year with George and Lynwood Everett who have planted corn on the property. Purchaser agrees to allow the farm tenants to farm the property through the 2008 farm year, and the income from the lease shall not be prorated, but shall be retained by the Seller. Purchaser further agrees that if it sells the property during 2008, any subsequent deed by Purchaser to the new owner will require the new owner to honor this commitment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereunto and have caused this Contract to be sealed and executed in their names and by their officer's duly authorized thereunto, the day and year first above written.

PURCHASER: Lenoir County

By: \_\_\_\_\_ (Seal)  
Authorized Officer

Its: \_\_\_\_\_

Date: \_\_\_\_\_

SELLERS:

Robert J. Parrott (Seal)  
Robert J. Parrott, Co-Trustee

Date: June 9, 2008

W. Thomas Parrott III (Seal)  
W. Thomas Parrott, III, Co-Trustee

Date: June 6, 2008

ESCROW AGENT:

By: \_\_\_\_\_ (Seal)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

*WTP  
RJP*

**EXHIBIT A – SITE**

Lying and being in Falling Creek Township, Lenoir County, North Carolina, and more particularly described as follows:

BEING all of Tracts 3 and 4 as shown on a map entitled “Map of Record, Survey for Lenoir County – Parrott Trust – Tracts 3 & 4” dated May 31, 2008, prepared by Matrix East, PLLC, and recorded in Plat Cabinet \_\_\_\_\_, Page \_\_\_\_\_, Lenoir County Registry.

Tract 3 – 18.337 acres including the right of way of NCSR 1547 and the North Carolina Railroad (formerly the Atlantic and East Carolina Railroad).  
15.118 acres excluding the rights of way.

Tract 4 - 17.641 acres including rights of way.  
15.118 acres excluding rights of way.

$18.337 + 17.641 = 35.978$  acres X \$20,000.00 per acre = \$719,560.00

*WMP  
R00*

**EXHIBIT B – LEGAL DESCRIPTION TO CONTRACT OF SALE**

Lying and being in Falling Creek Township, Lenoir County, North Carolina, and more particularly described as follows:

BEING all of Tracts 3 and 4 as shown on a map entitled “Map of Record, Survey for Lenoir County – Parrott Trust – Tracts 3 & 4” dated May 31, 2008, prepared by Matrix East, PLLC, and recorded in Plat Cabinet \_\_\_\_\_, Page \_\_\_\_\_, Lenoir County Registry.

WSP, etc  
RDP

Item 6C.



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

FY 2007-2008  
 Appropriations

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

Distribution - Finance Office:

<b>FUND</b>	<b>DEPARTMENT</b>	<b>LINE ITEM DESCRIPTION</b>	
GENERAL / CAP IMPROVEMENTS	FINANCE	VARIOUS	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>		<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>	
<b>REVENUES</b>		<b>EXPENDITURES</b>	
Account # and Title	Amount	Account # and Title	Amount
<b>INCREASE</b>		<b>INCREASE</b>	
10-3991-9910 FUND BALANCE APPROPRIATED	1,937,660.00	10-9800-8502 TRANSFER TO CAP IMPROVEMENTS	1,937,660.00
40-6980-9800 TRANS FROM GENERAL FUND	1,937,660.00	40-4935-5851 ACQUISITION-LAND	1,937,660.00
<b>Total</b>	<b>3,875,320.00</b>	<b>Total</b>	<b>3,875,320.00</b>
<b>Reason and Justification for Request:</b>			
TO APPROPRIATE \$1,937,660 FROM THE DESIGNATED FUND BALANCE OF THE GENERAL FUND AND TRANSFER TO THE CAPITAL IMPROVEMENTS FUND FOR THE PURCHASE OF LAND AS PER APPROVED ECONOMIC DEVELOPMENT AGREEMENTS WITH SANDERSON FARMS.			
Department Head Approval	Date	Finance Officer Approval	Date
<i>Marta H. Martin</i>	<i>6/12/08</i>	<i>Marta H. Martin</i>	<i>6/12/08</i>
Budget Officer Approval	Date		
Board Approval ( When Applicable)	Date	Date of Minutes	

Finance Office - Copy

Department - Copy

Administration - Copy

**RESOLUTION**

**IN SUPPORT OF EXTENDING THE EXISTING THREE LANE SECTION OF SR 1546 (BANKS SCHOOL ROAD) FROM US 258 TO SR 1547 (HILL FARM ROAD)**

**WHEREAS,** SR 1546 (Banks School Road) is designated as a major thoroughfare; and

**WHEREAS,** there is a significant left turning traffic onto SR 1548 (Hill Farm Road); and

**WHEREAS,** there is traffic from K-12 School at this location; and

**WHEREAS,** the area has significant congestion during Morning and Afternoon peak travel times.

**NOW THEREFORE, BE IT RESOLVED** that the Lenoir County Board of Commissioners supports the North Carolina Department of Transportation, in funding this improvement in the amount of One Hundred Ninety Thousand Dollars (\$190,000).

Adopted this 16<sup>th</sup> day of June, 2008.

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST                      Date

Item 7B.

**RESOLUTION**

**APPROVING THE USE OF FUNDS TO IMPROVE THE EXISTING  
MEDIAN CROSSOVER ON US 70 AT THE PROPOSED  
SANDERSON FARMS PROCESSING PLANT**

**WHEREAS**, The proposed improvement will serve the proposed Sanderson Farms Processing Plant;

**WHEREAS**, Sanderson Farms is going to provide significant amount of jobs to the region;

**WHEREAS**, the North Carolina Department of Transportation proposes extending the existing west bound left turn lane on US 70 to access the plant;

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lenoir County that; the Board of County Commissioners of Lenoir County supports the North Carolina Department of Transportation, in funding this improvement in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

Adopted this 16<sup>th</sup> day of June, 2008.

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Date



**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 6/16/08 **ITEM NO.** 7D.

Resolution Authorizing Approval and Execution of Agreement: The Rural Economic Development Center (the Rural Center): \$174,137

**SUBJECT AREA:** Economic Development

**ACTION REQUESTED:**

The Board is requested to authorize the acceptance of an economic development agreement with the Rural Center and authorize the County Manager to execute the agreement.

**HISTORY/BACKGROUND:**

On January 31, 2008 the Lenoir County Board of Commissioners approved an economic development agreement with Premier Trailer, Inc, to install certain industrial machinery, equipment, and make improvements to a leased manufacturing facility located at 303 Neuse Road. This performance-based agreement involves the creating of 55 new full-time jobs and represents a non-depreciated investment in excess of \$300,000. The actual improvements to the leased facility will total in excess of \$505,000. Also included in the economic development package to Premier is a State One NC Grant in the amount of \$25,000 and a Rural Center Grant not to exceed \$174,137. The Rural Center Grant is to be used by Premier to aid in the renovations to the leased manufacturing facility. The Rural Center Grant is to be administered by Lenoir County.

**EVALUATION:**

Premier Trailer Inc., has announced its intent to locate in Lenoir County to manufacture a new aluminum line of horse trailers. Premier Trailer Inc., is in the process of renovating a vacant manufacturing facility and creating 55 new full-time jobs. The Lenoir County Board of Commissioners approved a performance based economic development agreement for Premier Trailer Inc., on January 31, 2008. Included in the economic development package to Premier is a One NC Grant and a Rural Center Grant. Approval of this resolution will allow for the processing of the Rural Center Grant and the reimbursement of expenditures to Premier Trailer for certain improvements to the leased manufacturing facility.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval. \_\_\_\_\_

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners approve an economic development agreement, which is attached and made part of this resolution by reference, with the Rural Center and authorize the County Manager to execute the agreement.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST                      06/16/08  
Date

AGREEMENT

THIS AGREEMENT, entered into this the 16th day of May, 2008, by and between the Lenoir County (hereinafter referred to as "GRANTEE") and the Rural Economic Development Center, Inc. (hereinafter referred to as "CENTER"), a North Carolina non-profit corporation.

WITNESSETH:

THAT, WHEREAS, the CENTER was organized for the purpose of stimulating economic development and job creation in distressed areas through the reuse of vacant buildings; and

WHEREAS, in its efforts to stimulate and encourage economic development and job creation, the CENTER contracts with local governments to conduct construction and development activities to solidify the location of a business or industry in vacant and/or abandoned buildings in its jurisdiction;

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the parties hereto do mutually agree to the following terms and conditions:

1. Scope of Program/Other Agreements.

(a) The GRANTEE shall develop, perform and complete the work set out in Exhibit A (hereinafter referred to as the "Project") and said Project being that work described in a proposal entitled "Double - Premier Trailers" as approved by the CENTER.

(b) The parties acknowledge that the funds provided hereunder have been provided in order to facilitate the creation of jobs in the community, and are subject to return to the CENTER if such jobs are not created and maintained. Therefore, GRANTEE agrees to enter into a Loan/Performance Agreement (the "Performance Agreement") substantially in the form attached hereto as Exhibit D with the owner of any real estate on which the Project is located, and, if different, the business which will conduct business operations on the site of the Project. GRANTEE agrees to provide a copy of the same to the CENTER prior to execution for the CENTER'S review and approval, and an executed copy after signing. In the event any sums are repaid under the Performance Agreement, all such amounts will be paid to the CENTER.

(c) GRANTEE agrees to provide CENTER with any information obtained pursuant to the Performance Agreement, and to allow the CENTER to execute any rights of the GRANTEE thereunder, including any rights of access, review or monitoring.

(d) GRANTEE agrees to exercise all of its rights and duties under the Performance Agreement in a prudent manner to ensure the use of the funds for the intended purposes and objectives and to preserve the rights of the CENTER hereunder and thereunder.

2. Changes in the Project.

(a) If changes or extra work are requested and authorized in writing by the CENTER, the GRANTEE will be available to furnish, or obtain from others, the services required.

(b) Any work referred to in paragraph 2(a) above shall be the subject of a separate written agreement between the CENTER and the GRANTEE stating the costs and schedule for completing said extra work.

(c) The GRANTEE shall immediately notify the CENTER of any change in conditions or local law, or any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this paragraph.

3. Term of Agreement. The effective period of this Agreement shall commence on 2/21/2008 and shall terminate on 2/21/2010 unless sooner terminated under Paragraph 11 (the "Termination Date").

4. Funding.

(a) The CENTER grants to the GRANTEE an amount not to exceed \$174,137.00, for expenditures relating to the Project. The GRANTEE hereby represents and warrants that all such sums as may be awarded under this grant shall be utilized exclusively for the purpose of the Project.

(b) In the event the GRANTEE breaches any of the covenants or agreements contained in this Paragraph 4, or if any of the representations and warranties of Paragraph 14 are untrue as to a material fact, the GRANTEE agrees to repay to the CENTER the full amount of sums awarded under this Agreement.

5. Independent Status of the GRANTEE.

(a) It is agreed between the parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between the CENTER and the GRANTEE. It is further agreed that except for the rights expressly granted to the CENTER in this Agreement, it shall not have any proprietary rights in the Project.

(b) The parties acknowledge that the GRANTEE is an independent entity. The GRANTEE shall not represent itself as an employee of the CENTER nor is the Agreement intended to be construed so as to make the GRANTEE an employee of the CENTER. The GRANTEE shall not have the ability to bind the CENTER to any agreement for payment of goods or services, nor shall it represent to any person that it has such ability. The GRANTEE shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. The GRANTEE shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by the GRANTEE are its sole responsibility, and the CENTER shall not be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. The sums awarded under this agreement shall be paid to the GRANTEE in accordance with the Schedule of Payments attached hereto as Exhibit B. Each payment set forth in Exhibit B will be paid within twenty (20) days after receipt of a written request for payment from the GRANTEE, which request shall certify that GRANTEE has performed the required work under this Agreement and that it is entitled to receive the amount so requested.

7. Obligation of Funds. Funds provided by the CENTER may not be obligated by the GRANTEE prior to the effective date or subsequent to the termination date of this Agreement. All obligations outstanding as of the termination date shall be liquidated within thirty days. Prior approval shall not be required for changes, which affect the approved budget unless a budget category is exceeded by ten (10) percent or \$500.00, whichever is greater. Any changes in the approved budget, which would result in the addition or deletion of a budget category, shall require prior approval from the CENTER.

8. Reports.

(a) The GRANTEE will furnish the CENTER with detailed written progress reports on a quarterly basis or other periods specified in Exhibit C.

(b) The reports referred to in paragraph 8(a) above should describe the progress made by the GRANTEE toward achieving the purpose(s) for which the funds were awarded. This should include the successes and problems encountered during the reporting period.

(c) Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until the CENTER is in receipt of the delinquent report.

(d) All funds awarded to the GRANTEE under this Agreement are appropriated by the North Carolina General Assembly. Accordingly, the GRANTEE acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, The Local Government and Fiscal Control Act - Annual Independent Audit, Rules, and Regulations. Such audit and reporting requirements may vary depending upon the amount and source of funding received by GRANTEE, and are subject to change from time to time. Upon completion, the GRANTEE agrees to forward to the CENTER one copy of any audited financial statements and accompanying reports generated covering the period that the GRANTEE has an active award contract with the CENTER. In addition to the audit and reporting requirements mandated by the State of North Carolina, the GRANTEE agrees to comply with any requests made by the CENTER from time to time for other financial and organizational materials to permit the CENTER to comply with its fiscal monitoring responsibilities.

(e) The GRANTEE agrees that within thirty (30) days after the termination of this Agreement, a Final Report shall be submitted to the CENTER, which describes the activities and accomplishments of the Project. The Final Report will include a review of performance and activities over the entire project period and will include a one-page program summary, which the CENTER can use for future publication. In that brief summary, the GRANTEE should describe the project, how it is implemented, to what degree the established project objectives were met and the difficulties encountered, what the project changed, and its cost. In addition to accounting for the use of the Project funds during the current fiscal year, the GRANTEE will submit a detailed final financial report by category (i.e., salaries, materials, equipment, etc.) showing all expenditures during the entire Project period and reports the source and amount of all other funds used to support the Project.

(f) The CENTER may request from the GRANTEE certain information, which will assist the CENTER with evaluation of the short- and long-range impact of its programs. The GRANTEE recognizes that such request may occur after the termination of this Agreement and agrees, to the extent possible, to provide such information to the CENTER.

9. Project Records.

(a) The GRANTEE shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner as to clearly identify and document the expenditure of the CENTER funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

(b) The GRANTEE shall retain all financial records, supporting documents, and all other pertinent records related to the Project for a period of five years from the date of termination of this Agreement. In the event such records are audited, all project records shall be retained beyond the three-year period until any and all audit findings have been resolved.

(c) The GRANTEE agrees to make available to the CENTER, or its designated representative, all of its records which relate to the Project, and agrees to allow the CENTER or said representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the CENTER or said representative may deem necessary.

10 Publications.

(a) At the request of the CENTER, any reports, data, or other information given to, prepared or assembled by the GRANTEE under the Agreement must contain the following acknowledgment and disclaimer statement: "This material is based upon work supported in whole or part by the Rural Economic Development Center." All materials must also contain the following statement: "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views and policies of the Rural Economic Development Center."

(b) Except as provided in paragraph 10a) above, the GRANTEE may publish or arrange for the publication of scientific and technical information resulting from work carried out under this Agreement.

(c) Upon publication of materials resulting from the work of the project, the GRANTEE shall furnish a minimum of two copies of reprints to the CENTER.

#### 11 Termination: Availability of Funds.

(a) If the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the covenants or stipulations of this Agreement, the CENTER shall thereupon have the right to terminate this Agreement by giving written notice to the GRANTEE of such termination and by specifying the effective date of termination. In such event, the CENTER shall have no responsibility to make additional payments under this contract after the date of termination. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the date of termination and the GRANTEE shall repay all unspent grant funds upon the demand of the CENTER.

(b) It is understood that the CENTER'S obligation to pay any amounts under this Agreement is contingent upon the availability and continuation of funds for such purpose. In the event that funds for this Project become unavailable, the CENTER may terminate this Agreement upon thirty (30) days written notice to the GRANTEE. All obligations of the CENTER to make payments under this Agreement shall cease as of the Termination Date.

12. Liabilities and Loss. The CENTER assumes no liability with respect to accidents, bodily injury, illness, breach of contract or any other damages or loss, or with respect to any claims arising out of any activities undertaken by the GRANTEE under this Agreement, whether with respect to persons or property of the GRANTEE, or third parties. The GRANTEE agrees to obtain insurance or otherwise protect itself or others as it may deem desirable. Further, the GRANTEE agrees to indemnify, defend and save harmless the CENTER and its officers, agents and employees against any liability, including costs and expenses and attorneys' fees, for the GRANTEE'S violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. The GRANTEE also further agrees to indemnify, defend and save harmless the CENTER and its officers, agents and employees from any and all claims and losses accruing or resulting to any and all subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the GRANTEE or its agents in the performance of the Project and this Agreement.

13. Entire Agreement. This agreement supersedes all prior agreements between the CENTER and the GRANTEE, and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both the GRANTEE and the CENTER.

14. GRANTEE Representations and Warranties. The GRANTEE hereby represents and warrants that:

(a) The GRANTEE is a unit of local government located in one of the state's 85 rural counties or an economically distressed urban county designated as Tier 1, 2, or 3 by the North Carolina Department of Commerce.

(b) The execution and delivery of this Agreement have been duly authorized by all necessary GRANTEE action and are not in contravention of law nor in contravention of the provisions of any indenture agreement or undertaking to which it is a party or by which it is bound.

(c) There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the GRANTEE'S knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the GRANTEE'S ability to discharge its obligations under this Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the GRANTEE shall be liable to the CENTER for repayment of the entire amount of the grant and this Agreement may be terminated by the CENTER effective upon notice.

(d) No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the GRANTEE or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The GRANTEE shall provide the CENTER with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Agreement.

(e) The GRANTEE is solvent.

15. Special Provisions and Conditions.

(a) Nondiscrimination. The GRANTEE agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

(b) Conflict of Interest. The GRANTEE certifies that to the best of its knowledge no GRANTEE employee or officer of the GRANTEE has any pecuniary interest in the business of the CENTER or of the Agreement, and that no person associated with the GRANTEE has any interest that would conflict in any manner with the performance of the Agreement.

(c) Compliance with Laws. The GRANTEE shall at all times observe and comply with all laws, ordinances, and regulation of the State, Federal and Local governments which may in any manner affect the performance of the Agreement.

(d) Non-Assignability. The GRANTEE shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the CENTER; provided, however, that claims for money due to the GRANTEE from the CENTER under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

(e) Personnel. The GRANTEE represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of the CENTER. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

16. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the CENTER,                   Attn:   **Melody Adams**  
Rural Economic Development Center, Inc.  
4021 Carya Drive  
Raleigh, NC 27610

If to the GRANTEE:                Attn:   **Mr. Paul Taylor**  
Lenoir County  
PO Box 3289  
Kinston, NC 28502

or addressed to such other address or to the attention of such other individual as the CENTER or the GRANTEE shall have specified in a notice delivered pursuant to this subsection.

17. Execution. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.

18. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina.

19. Acceptance. If you agree to the grant conditions as stated, please return the original contract with your signature in the space provided. This grant may be withdrawn if your acceptance has not been received by the Rural Center within one month from the date the contract is received.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Lenoir County**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**NC Rural Economic Development Center, Inc**

By: Susan Edmond

Title: Vice-President, Finance & Administration

Date: 5/21/08

ATTEST: Kristen L. Rice

LOAN/PERFORMANCE AGREEMENT

This Loan Performance Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and among Premier Trailer Inc. (hereinafter referred to as the "Business"), and Lenoir County (hereinafter referred to as the "Governmental Unit"), who hereby agree as follows:

WITNESSETH:

WHEREAS, the Business is the ~~owner~~ <sup>lessee</sup> of certain real estate located at 303 Neuse Rd., Kinston, NC, (the "Property"); and

WHEREAS, Governmental Unit has provided loan support to or for the benefit of the Business in order to stimulate reuse of the Property and support economic development in the local geographic area; and

WHEREAS, a portion of such support has come from the Rural Economic Development Center, Inc. (the "Center") pursuant to its mission to stimulate and support economic development in the rural areas of North Carolina; and

WHEREAS, the Center requires Business to enter into this Loan/Performance Agreement as a condition of providing the support to the Governmental Unit for this project;

NOW, THEREFORE, in consideration of the mutual promises and other valuable considerations as shall be set out herein, the parties hereto do mutually agree to the following terms and conditions:

1. Program. The parties have agreed to develop, perform, and complete the work set out in *Exhibit A* (hereinafter referred to as the "Project") and said Project being that work described in the proposal entitled "**Double - Premier Trailers**" as approved by the Center.
2. Loan. Governmental Unit hereby loans to the Business the sum of **\$174,137.00** to fund the Project. The parties acknowledge that this Loan will be repayable only in the event the Business fails to achieve certain job creation goals described in paragraph 3 below. In the event such job creation goals are not achieved, the Business agrees to pay to the Governmental Unit for redistribution back to the Center, the amount set forth in paragraph 5 below. As evidence of the obligation of the Business hereunder, the Business shall execute the promissory note attached hereto as Exhibit B, which is attached hereto and incorporated herein by reference.
3. Job Creation. The Business hereby agrees to create **55** number of Jobs (defined below) within twenty-four months of **2/21/2008**, the date of the Governmental Unit's agreement with the Center. The Business hereby acknowledges that the funding by the Center and the Governmental Unit is predicated upon this covenant by the Business, that failure to achieve this objective will constitute a material default under the terms of this Agreement, and that any such failure shall require the Business to repay all or a portion of the Loan pursuant to the provisions of paragraph 5 below. For purposes of this Agreement, a "Job" shall mean a full-time job (consisting of at

least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) with the Business, at a wage at least equal to minimum wage, and located in North Carolina.

4. Verification of Jobs. The Business's baseline job numbers will be verified at the date of the Governmental Unit's agreement with the Center. On the date that the specified number of minimum jobs is obtained (the "Job Commitment Date"), the Business shall notify the Governmental Unit so that the Governmental Unit and the Center can verify satisfaction of the conditions. The Job numbers shall be verified again at the date that is six months following the Job Commitment Date. The Business shall provide to the Governmental Unit and the Center, or their respective designees, full and complete access to all records of the Business that would be reasonably necessary to verify the number and types of jobs created, and the wages paid to employees. Failure to provide such access upon reasonable request shall constitute a default under the terms of this Agreement.
5. Repayment. If the Business fails to create the required number of Jobs within twenty-four months of the date of the Governmental Unit's agreement with the Center, or if the Business has created such Jobs by such date, but has not maintained that total number of Jobs until the date that is 6 months following the Job Commitment Date, the Business shall repay to the Governmental Unit, for redistribution back to the Center, an amount equal to the product of (i) \$3,166.13 (the amount of loan funds divided by the number of Jobs in paragraph 3) and (ii) the number of Jobs required to be created under paragraph 3. above, minus the lesser of (A) the number of Jobs in existence on the Job Commitment Date and (B) the number of Jobs in existence on the date that is 6 months following the Job Commitment Date. If a requirement exists to repay any sums hereunder, the Governmental Unit shall notify the Business in writing of the amount to be repaid, and shall direct it to pay such amount directly to the Center. All such amounts due hereunder shall be due upon demand by the Governmental Unit or the Center. If not paid within 30 days following demand hereunder, the unpaid amount due hereunder or any instrument securing this obligation, shall bear interest at the rate of 10 % per annum after demand until paid. Upon default in such payment, the Governmental Unit or the Center may employ an attorney to enforce their rights and remedies, and the Business hereby agrees to pay the reasonable attorney's fees or the Governmental Unit or the Center, not exceeding a sum of 15% of the outstanding balance owing hereunder, plus all other reasonable expenses incurred by such party in exercising any of the its rights and remedies upon such defaults.
6. Records. The Business agrees to maintain full, accurate and verifiable records, supporting documents, and all other pertinent data for this Project to enable the verification of the requirements contained in this Agreement. All such financial records, supporting documents, and other pertinent records related to the Project shall be maintained for a period of at least 5 years from the Job Commitment Date. In the event any such records are audited, all such records shall be retained beyond the 5-year period until any and all audit findings have been resolved. The Business agrees to make available to the Governmental Unit, the Center, or their designated representatives, all of its records which relate to the Project and the creation of Jobs, and agree to allow the Governmental Unit or the Center or their representatives to audit, examine, and copy any and all data, documents, proceedings, records and notes of activity related in any way to the Project or such Job creation. Access to these

records shall be allowed upon request at any time during normal business hours, and as often as the Governmental Unit or the Center or said representatives may deem necessary.

7. Reports. All funds awarded to the Business under this Agreement are appropriated by the North Carolina General Assembly. Accordingly, the Business acknowledges and agrees that it will be subject to the audit and reporting requirements, as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Business, and are subject to change from time to time:
- (a) N.C.G.S. § 143C-6.23 “State grant funds: administration, oversight and reporting requirements”, North Carolina Administrative Code. The GRANTEE also agrees to provide a certification, an accounting of State funds received, used or expended, and a description of program activities and accomplishments. Depending on the level of State funding received, these reports are due within six (6) or nine (9) months after the GRANTEE’s fiscal year end and will be completed using forms provided by the CENTER; or
  - (b) N.C.G.S. § 159-34, The Local Government and Fiscal Control Act – Annual Independent Audit, Rules, and Regulations: Upon completion, the Business agrees to forward to the Center one copy of any audited financial statements and accompanying reports covering the period of time that the Business has an active award contract with the Center.

In addition to the audit and reporting requirements mandated by the State of North Carolina, the Business agrees to comply with any requests made by the Center from time to time for other financial and organizational materials to permit the Center to comply with its fiscal monitoring responsibilities.

8. Representations and Warranties. The Business hereby represents and warrants that:
- (a) It is duly organized and existing, and, if a corporation, is duly incorporated under the laws of the state of North Carolina.
  - (b) The execution and delivery of this Agreement has been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws, or other applicable organizational documents of such party, nor the provisions of any indenture, agreement, or undertaking to which it is a party or by which it is bound.
  - (c) There is no action, suit, proceeding, or investigation at law or in equity for any court, public board, or body pending, or to such party’s knowledge, threatened against or affecting it, that could or might adversely affect the Project, the creation of the Jobs, or any of the transactions contemplated by this Agreement, or the validity or enforceability of this Agreement or such party’s ability to discharge its obligations under this Agreement. If it is subsequently found that an act, suit, proceeding or investigation did or could threaten the development of the Project or the creation of such Jobs, such party shall be liable to the Governmental Unit and to the Center for repayment of the entire amount of the Loan.

- (d) Such party shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself, and agrees in writing to be bound by all of the obligations and undertakings of such party contained in this Agreement. If such party so merges, consolidates, or sells its assets without such an undertaking being provided, such party agrees to repay to the Governmental Unit and the Center the full amount of sums loaned under this Agreement.
- (e) No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by such party or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. Such party shall provide the Governmental Unit or the Center with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Agreement.
- (f) Such party is solvent.

9. Special Provisions and Conditions.

- (a) Nondiscrimination. The Business agrees not to discriminate by reason of age, race, religion, colors, sex, national origin, or handicap related to the activities of this Agreement.
- (b) Compliance with Laws. The Business shall at all times comply with all laws, ordinances, and regulations of the State, Federal and Local Governments which may in any manner affect the performance of the Agreement.
- (c) Non-Assignability. The Business shall not assign any interest in the Agreement, nor should it transfer any interest in the same, without the written consent of the Governmental Unit; provided however, that claims for money due to the Business from the Governmental Unit under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
- (d) Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mails, certified, return receipt requested, postage prepaid, and addressed as follows:

To the Governmental Unit: Attn: Michael W. Jarman  
Lenoir County  
P.O. Box 3289  
Kinston, NC 28502

With a copy to: Rural Economic Development Center, Inc.  
Attn: Melody Adams  
4021 Cary Drive  
Raleigh, NC 27610

If to the Business: Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

- (e) Execution. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.
  
- (f) Construction. This Agreement shall be construed and governed by the laws of the state of North Carolina.

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

GOVERNMENTAL UNIT NAME: Lenoir County

By: \_\_\_\_\_  
Title: County Manager

Attest: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_

PROPERTY OWNER: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_

## EXHIBIT A SCOPE OF SERVICES

The Building Reuse and Restoration Grants Program is designed to spur economic activity and job creation by assisting in the productive reuse of vacant buildings in small towns, with priority to those with a population of less than 5,000. This program is part of the Economic Infrastructure Fund, a program funded by the North Carolina General Assembly (House Bill 1352) to stimulate economic development and job creation in distressed areas through constructing water and wastewater facilities, addressing technology needs, renovating vacant buildings, and implementing research and demonstration projects in North Carolina.

The Building Reuse and Restoration Grants Program has two distinct categories of grants: pre-development grants and development grants. Pre-development grants will provide funding for activities, such as feasibility assessments, architectural/engineering analyses, etc., needed to solidify firm commitments from private businesses, investors, lenders, and other funding grants. Development grants are provided for more fully detailed projects ready to begin renovation.

The Building Reuse and Restoration Grants Program will support Lenoir County in the reuse and up fit the Univar Building in Lenoir County. The building is approximately 40,000 square feet with rail and spur adjacent. Highway 70 is within one mile of the property and is a major artery that connects from the coast to other major highways. The building is approximately twenty-five years old and has been vacant for five years. Premier Trailer will reuse the building to create 55 new jobs within the first two years. The development grant funds will be used to assist in the construction and up fit of the building including the items listed in the Scope of Work. These items are needed before the building can be up-fitted to house the new business.

To meet the terms of this contract, the Lenoir County agrees to complete the following activities:

1. Administer the Building Reuse and Restoration Development Grant for a time period commencing on February 20, 2008 and ending on February 20, 2010.
2. Provide construction and up fit the Univar Building that will include the items outlined in the Scope of Work. In addition, submit all invoices and progress reports that are outlined in the Scope of Work as they pertain to the project.
3. Complete by project end a final report, which outlines the funded project and how it will impact the surrounding area.
4. Cooperate with and assist the Rural Center in ongoing program monitoring and evaluation to include timely submission of all program reports as outlined in Exhibit C, Reporting Schedule.
5. Maintain adequate records of all financial transactions and expenditures as related to the Building Reuse and Restoration Development Grant and make these available to the Rural Center on an agreed upon schedule.
6. Complete the project objectives and activities outlined below within the contract time period.

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned (which means all the undersigned, jointly and severally) (collectively, the "Borrower") promises to pay to Lenoir County, or assigns (the "Holder"), the principal sum described below, not to exceed \$174,137.00, together with interest after default as described below.

The Borrower acknowledges that the Holder has agreed to advance up to the dollar amount indicated above pursuant to a Loan/Performance Agreement of even date by and among the Borrower and the Holder (the "Agreement"), which requires the creation of certain full-time jobs by the Borrower. In the event all or a portion of the required number of jobs are not created within the time periods indicated in the Agreement, all or a portion of the amount indicated above shall be subject to repayment to the Holder. The Borrower hereby agrees to repay to the Holder, in accordance with the Agreement, an amount equal to the product of (i) \$3,166.13 and (ii) number of jobs required to be created under the Agreement, minus the lesser of (A) the number of jobs in existence on the Job Commitment Date, and (B) the number of jobs in existence on the date that is 6 months following the Job Commitment Date. All such amounts due hereunder shall be due upon demand by the Holder, and shall be paid directly to the Rural Economic Development Center. Holder shall have the right to assign this Note at any time to the Rural Economic Development Center. If not paid within 30 days following demand hereunder, the unpaid principal of this Note, and all other sums due under this Note or any instrument securing this Note, shall bear interest at the rate of 10 % per annum after demand until paid.

Upon default, the Holder may employ an attorney to enforce the Holder's rights and remedies, and the maker, principal, surety, guarantor, and endorsers of this Note hereby agree to pay the Holder reasonable attorney's fees not exceeding a sum of 15% of the outstanding balance owing on the Note, plus all other reasonable expenses incurred by the Holder in exercising any of the Holder's rights and remedies upon defaults. The rights and remedies of the Holder as described in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in any such security instrument, or any other funds, property, or security held by the Holder for payment or security, in the sole discretion of the Holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

All parties to this Note, including the Borrower and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration and maturity and agree to remain bound for the payment of principal, interest, and all other sums due under this Note or the Agreement and any instrument securing this Note or the Agreement notwithstanding any change or changes by way of release, surrender, exchange, modification, or substitution of any security for this Note, or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Holder shall not, by any act, delay, omission, or otherwise, be deemed to have waived any of its rights under this Note or the Agreement. No waiver by the Holder of any of its rights under this Note or the Agreement shall be valid unless in writing, and then only to the extent therein set forth. Waiver by the Holder of any right or remedy under the terms of this Note or the Agreement on any one occasion shall not be construed as a bar to the Holder exercising any right or remedy on any future occasion. This Note may not be amended, changed, or altered except in writing executed by the Holder and the Borrower.

This Note evidences a debt payable by the Borrower.

If initialed by the Borrower, this Note is secured by a deed of trust on certain property owned by the Borrower.

The law governing this transaction shall be that of the State of North Carolina, excluding its conflict of laws provisions.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

Dated as of \_\_\_\_\_, 20 \_\_\_\_.

Borrower: \_\_\_\_\_ (SEAL)

Borrower: \_\_\_\_\_ (SEAL)

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 8A.

Resolution Approving the Continuing Use of the Construction and Demolition Landfill

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:**

The Board is requested to approve the continuing use of the Construction and Demolition Landfill.

**HISTORY/BACKGROUND:**

The Lenoir County Solid Waste Facility is located entirely within Lenoir County and will only accept waste from Lenoir County residences and businesses. The Lenoir County Solid Waste Facility does not lie within any incorporated city or town or within the extra-territorial zoning jurisdiction of any city or town. The Lenoir County Solid Waste Facility operates on top of the closed MSWLF. The Lenoir County Solid Waste Facility consists of the Municipal Solid Waste Landfill Facility (MSWLF), Land Clearing and Inert Debris Landfill (LCID), White Goods Recovery and Recycling site, Tire Disposal area and Yard Waste disposal area. The Construction and Demolition Landfill (C&DLF) is part of the Lenoir County Solid Waste Facility. The Construction and Demolition Landfill accepts construction and demolition waste and inert material. In compliance with the North Carolina Department of Environment and Natural Resources' (NCDENR) New Construction and Demolition Landfill Rules 15A NCAC 13B.0531-.0547, Lenoir County held a public meeting on March 27, 2008 at the County landfill. The purpose of this public meeting was to inform the public of the proposed waste management activities as described in the landfill facility plan. As required by the new regulations of the NCDENR, the facility plan expresses the County's intent to continue operating a Construction and Demolition Landfill (C&DLF). Board approval of this resolution expressing the County's intent to continue to operate a C&DLF is required by these new regulations, specifically .0547 (4)(a) Rule .0536 (c)(11).

**EVALUATION:**

The County currently operates a CD&LF at the Lenoir County Solid Waste Facility and wishes to continue to operate this CD&LF. In compliance with new NCDENR construction and demolition landfill rules that became effective January 1, 2007, Lenoir County held a public hearing on March 27, 2008 to inform the public of the County's intent to continue operation of the CD&LF at the Lenoir County Solid Waste Facility. Board approval of this resolution is a requirement of the new NCDENR construction and demolition landfill rules (.0547 (4)(a) Rule .0536 (c)(11)) and will allow the County to continue to operate the CD&LF at the Lenoir County Solid Waste Facility.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** that the Board of Commissioners hereby grants approval for the continuing operation of the existing construction and demolition landfill (C&DLF) at the current Solid Waste Facility.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST                      06/16/08  
Date

Resolution Approving Update of Landfill Fee Schedule

**SUBJECT AREA:** Administration

**ACTION REQUESTED:**

The Board is requested to approve an update of the landfill fee schedule.

**HISTORY/BACKGROUND:**

The Lenoir County landfill operates from fees generated for services provided. The various fees charged for these services have remained the same for many years (the household fee of \$60 has remained the same since 1998). Due to increases in the cost of operating the landfill, the need to construct a new MSW cell, increases in State permitting fees, and new legislation requiring the landfill to remit \$2 per ton for each ton of debris deposited in the landfill (Solid Waste Tax), it has become necessary to update the schedule of fees charged by the landfill. Municipal Engineering Company has evaluated current landfill fees and has made recommendations to administration for updates to the fee schedule.

**EVALUATION:**

Approval of this resolution will allow the landfill to continue to operate and grow in an efficient and responsible manner. The landfill is an enterprise fund and consequently operates from fees generated for services rendered. The existing MSW landfill cell was constructed in 2003 with a five (5) year life expectancy. The estimated remaining life of this cell is approximately two (2) years. The permitting process for a new cell is approximately one (1) year and the State has drastically increased the cost of permitting fees. Construction of a new cell will cost in excess of \$3 million and will take approximately one (1) year after the necessary permits are issued by the State; therefore, the permitting process needs to begin now. The existing schedule of landfill fees has not been updated in many years. The additional costs of daily operations, the construction of a new MSW cell, and the Solid Waste Tax mandated by the State necessitate an increase in local fees. Municipal engineering has evaluated the current fee schedule and future landfill operations and has made recommendations for updates to administration. After review of the recommended updates to landfill fees, administration proposes the following changes in the landfill fee schedule:

	<u>Current Fee</u>	<u>Proposed Fee</u>
MSW tipping fee per ton	\$34	\$39
C&D tipping fee per ton	\$29	\$34
LCID tipping fee per ton	\$12	\$19
Asbestos tipping fee per ton	\$60	\$60 (no change)
Household fees per year	\$60	\$60 (no change)

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** that the Board approves the update in landfill fees proposed by administration and incorporated in this resolution and to approve the proposed fees to become effective July 1, 2008.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST      06/16/08  
Date

## LANDFILL FEES SURROUNDING COUNTIES

(Per Ton)

	Wayne Co	Duplin Co No Increase	Greene Co	Craven Co No Increase	Jones Co	Pitt Co	Johnson Co	Lenoir Co Rates
<b>USER FEES</b>	From \$ 40.00 To: \$ 60.00	From \$90.00 To: \$90.00	From : \$ 64.00 To: \$ 68.00	From : \$ 34.00 To: \$ 34.00	From : no user fee - To: runs co wide recycle pickup	From : To:	From : \$ 65.00 To: \$ 65.00	From : \$ 60.00 To: \$ 60.00
<b>LCID</b>	From \$ 23.00 To: \$ 30.00	From \$15.00 To: \$15.00	From : \$ 42.00 To: \$ 46.00	From : \$ 34.00 To: \$ 34.00	From : \$ To:	From : To:	From : \$ 16.00 To: \$ 16.00	From : \$ 12.00 To: \$ 19.00
<b>MSW</b>	From \$ 23.00 To: \$ 30.00	From \$40.00 To: \$40.00	From : \$ 42.00 To: \$ 46.00	From : \$ 34.00 To: \$ 34.00	From : \$ To:	From : To:	From : \$ 33.00 To: \$ 35.00	From : \$ 34.00 To: \$ 39.00
<b>C&amp;D</b>	From \$ 23.00 To: \$ 30.00	From \$15.00 To: \$15.00	From : \$ 42.00 To: \$ 46.00	From : \$ 34.00 To: \$ 34.00	From : \$ To:	From : To:	From : \$ 25.00 To: \$ 27.00	From : \$ 29.00 To: \$ 34.00
<b>ASBESTOS</b>	From Goes In C&D To:	From N/A To:	From : N/A To:	From : \$ 34.00 To: \$ 34.00	From : N/A To:	From : To:	From : Goes in C&D To:	From : \$ 60.00 To: \$ 60.00

Duplin Co: No Change  
Craven Co: No Change

Wayne Co: Expected Change - at present  
Greene Co: Expected Change - at present  
Jones: Expected Change - at present  
Johnston Co: Expected Change - at present

Pitt Co: Have not received rate reply

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 9A.

Resolution Approving Indirect Cost Allocation Plan Contract: Tim McKinnie & Associates, Inc.:  
\$5,000

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to authorize the acceptance of a proposal for the preparation of the Cost Allocation Plan from Tim McKinnie & Associates, Inc., covering Fiscal Years 2007-08, 2008-09, 2009-010 at a fixed cost of \$5,000 per year and authorize the County Manager to execute an agreement with Tim McKinnie & Associates, Inc.

**HISTORY/BACKGROUND:**

Tim McKinnie will be the on-site consultant compiling this plan. He is one of the nations most experienced consultants in the field of cost reimbursements for state and local governments with over 30 years of experience in preparing and negotiating cost allocation plans. He has prepared cost allocation plans for 98 of the 100 counties in North Carolina and all major cities. Prior to forming Tim McKinnie & Associates, Inc., Mr. McKinnie was Vice President of David M. Griffith & Associates, Ltd. (now Maximus), which conducted the Cost Allocation Plan for Lenoir County for Fiscal Years 1989-2000. Tim McKinnie & Associates has prepared the cost allocation plan for the past six (6) fiscal years (01-02 thru 06-07) for Lenoir County at a cost to the County of \$5,000 per year.

The indirect 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, 2007 are \$860,261.

**EVALUATION:**

This proposal involves three (3) fiscal years at a cost of \$5,000 per year, which is no increase over the past six (6) years. Tim McKinnie and Associates has performed the cost allocation study in a professional manner over the past six (6) years and the D.S.S. Director, Mr. Jack Jones is pleased with the work performed by Mr. McKinnie. Funds are encumbered in the budget each year in the Non-Departmental Account for payment.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Board approves and authorizes execution by the County Manager the agreement for the preparation of an Indirect Cost Allocation Plan with Tim McKinnie & Associates, Inc., at a cost of \$5,000 per year for FY07-08, FY08-09, and FY09-10.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST      06/16/08  
Date

**Agreement to Provide  
Professional Cost Accounting Services to  
Lenoir County, North Carolina**

**This Contract**, entered into this 16th day of June , 2008 and effective immediately by and between **THM & Associates, Inc.** (hereinafter referenced to as the "**Consultant**") and **Lenoir County, North Carolina** (hereinafter referred to as the "**County**"),

**Witness That:**

**WHEREAS, County** has programs which it operates with federal and/or state funding, and

**WHEREAS, County** supports these programs with support services paid from **County** appropriated funds, and

**WHEREAS,** federal and state funding require that these programs be supported by an approved cost allocation plan, and

**WHEREAS,** the **Consultant** is staffed with personnel knowledgeable and experienced in preparing and negotiating such cost allocation plans with appropriate federal and state cost negotiators, and

**WHEREAS,** the **County** desires to contract with **Consultant** to develop a cost allocation plan which meets the Federal and State requirements governing the preparation of such plans.

**NOW THEREFORE,** based upon the terms and conditions herein contained, the parties agree as follows:

1. **Scope of Services.** The **Consultant** shall perform and carry out in a timely and professional manner the following services (hereinafter "**Services**"):
  - a. Preparation (and negotiation with appropriate federal or state officials, if applicable) of a central services cost allocation plan that identifies and documents the various costs incurred by the ~~City~~ <sup>County</sup> to support and administer federal and state programs and contracts. This plan will contain a determination of the allowable costs of providing each supporting service such as accounts payable, facility costs, personnel, purchasing, etc.

- b. Prepare indirect cost rate proposals (ICRPs) for Federal grants as necessary.
  - c. Identify and document other indirect cost allowable for the recovery of eligible federal and state reimbursements (i.e. EMS, Jail Costs).
  - d. Conduct on-site visit(s) to gather and compile information and one follow up visit, to discuss findings and/or proposed changes to the plan.
2. **Time of Performance.** Services to be provided hereunder by the **Consultant** shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement. The cost allocation plan, based upon the previous year's audited expenditures will be available by March 31st of each year, for the **County's** review and our negotiation with federal and state officials.
3. **Compensation.** The **County** agrees to pay the **Consultant** a sum not to exceed five thousand dollars (\$5,000), for each fiscal year, for Services, which shall include reimbursements for all expenses incurred. **Consultant** agrees to complete Services provided herein, for said sum. **County** shall pay **Consultant's** fee in one lump sum payment upon receipt of an invoice upon completion of **Consultant's** Services for the year.
4. **Term.** The term of this Agreement shall be three years, commencing July 1, 2008. It shall automatically terminate on June 30, 2011, unless extended pursuant to written agreement, or terminated earlier pursuant to the terms hereof.
5. **Services and Materials to be provided by the County.** **County** shall furnish **Consultant** with all necessary information and material pertinent to the execution of this Contract. **County** shall cooperate with the **Consultant** in carrying out the work herein and shall provide adequate staff for liaison with the **Consultant**.
6. **Information and Reports.** **Consultant** shall, at such time and in such form as the **County** may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals and copies of proposed and executed plans and claims and other information relative to the project.

7. **Termination of Agreement for Cause.** If **Consultant** fails to fulfill its obligations hereunder, **County** shall have the right to terminate this contract by given written notice to **Consultant** at least ten (10) days before the effective date of such termination.
8. **Changes.** **County** may, from time to time, require changes in the scope of Services. Such changes shall be incorporated in written amendment to this agreement.
9. **Notices.** Any notices, bills, invoices, or reports required by this contract shall be sufficient if sent by the parties in the United States mail, postage paid, to the address below:

Lenoir County  
PO Box 3289  
Kinston, NC 28502

THM & Associates, Inc.  
8001 Glenbrittle Way  
Raleigh, NC 27615

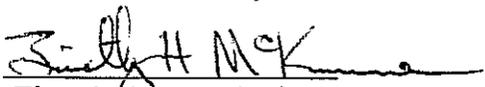
10. **Assignment.** **Consultant** agrees not to assign, convey or transfer its interest in this contract to any other entity without the prior written consent of the **County**, which consent shall not be unreasonably held. Provided however, **Consultant** may assign, convey or transfer its interest in this contract to an entity which succeeds to substantially all of the business of **Consultant**, by merger or otherwise.
11. **Consultant Liability if Audited.** **Consultant** will assume all financial and statistical information provided to the **Consultant** by **County** employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the **County** under the claim for whatever reason is the sole responsibility of the **County**.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year above first written.

Lenoir County

By: \_\_\_\_\_  
(County Official)

THM & Associates, Inc.

By:   
Timothy H. McKinnie  
President

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 9B.

Resolution Approving Purchase Order Execution for Actuarial Valuation of Health Care Plan of Lenoir County: Cavanaugh Macdonald Consulting, LLC: \$5,000

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to authorize the Finance Officer to execute a purchase order to Cavanaugh Macdonald Consulting, LLC to prepare an Actuarial Valuation Study of the Lenoir County Health Care Plan in an amount not to exceed \$5,000.

**HISTORY/BACKGROUND:**

In 2004 the Government Accounting Standards Board (GASB) issued Statements 43 and 45 regarding the accounting and reporting requirements for "Other Post-Employment Benefits" (OPEB). These two statements created issues that management must address beyond the basics of accounting and reporting. Statement 43 established accounting and reporting standards for post-employment benefit plans established as "irrevocable trusts". Statement 45 established the accounting and reporting requirements for an employer's expenses and liabilities related to their post-employment benefit plan regardless of how it is funded. Statement 45 requires the calculation of actuarial liabilities for benefits related to past service and assess to what extent those benefits have been funded. It will provide information for the assessment of future cash needs to fund OPEB Plans.

Other post-employment benefits are defined as those benefits paid at retirement, that are not offered through a pension plan **and** post-employment healthcare regardless of how long it is provided. OPEB can include such items as life insurance, disability insurance, and long-term care insurance for retirees and their dependents. Post-employment healthcare; however, is always classified as a post-employment benefit regardless of whether or not it is included in a pension plan. Statement 45 affects every local government unit that offers post-employment benefits.

**EVALUATION:**

An actuarial study of Lenoir County's post-employment benefits is **required** to be conducted under GASB Statements 43 and 45. Preparation of the study will be phased in over a three (3) year period based on the size of the unit of government. Lenoir County's first study was completed in FY07-08. The results of these studies will be presented to the Board prior to budget work sessions. The Board can use these studies to assess the future liability of the County's post-employment benefits package and determine if changes need to be made to the plan. The North Carolina Association of County Commissioners and the North Carolina League of Municipalities have entered into a long term arrangement with Cavanaugh Macdonald Consulting, LLC to prepare the actuarial studies at a reduced rate for all units of government in North Carolina. **This study must be updated each year.**

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** that the Board authorizes the Finance Officer to execute a purchase order to Cavanaugh Macdonald Consulting, LLC to prepare an Actuarial Valuation Study of the Lenoir County Health Care Plan in an amount not to exceed \$5,000.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST      06/16/08  
Date

**INTRODUCED BY:** Michael W. Jarman, County Manager DATE: 06/16/08 ITEM NO.: 9C

Resolution Approving/Authorizing Execution of FY08-09 Insurance Policies with  
WA Moore Company, Inc. and Discovery Insurance Co.: \$372,403

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:**

To award insurance contracts for auto, property, crime, general, and professional liability to WA Moore Company, Inc. for \$227,090 and for workers compensation third party administration to Discovery Insurance Co. for \$28,000 and for EMS liability, equipment, auto, and \$10 million excess liability to WA Moore Company, Inc. for \$85,053 and for excess workers compensation to WA Moore Company, Inc. for \$32,260.

**HISTORY / BACKGROUND:**

This current fiscal year will be the seventh in which the County contracted out all of the above-referenced insurance policies to local agents. In the past, part of the insurance coverage was taken through local agents and part was through the NCACC/NC Risk Management Pool. In past years, the Pool became increasingly more expensive than the local insurance options so we are recommending continuing with the local companies. For FY08-09 the County increased coverage amounts **by an average of 5%** on all buildings. **In addition, the County added coverage for the new Visitor's Center, Deep Run EMS Station, all Transit vehicles and Transit employees, and all election's poll workers to worker's compensation.** The JT Sutton Insurance Agency merged with WA Moore Company, Inc., on May 1, 2007; therefore, coverage previously provided by JT Sutton on auto, property, crime, general liability, and professional liability was provided in FY07-08 by WA Moore Company, Inc.. Administration is recommending continuation of insurance coverage on County properties with WA Moore Company, Inc. for FY08-09.

**Note:** Administration did not bid this out because of the positive prior years' experience we had with these firms. These firms are independent agents and **bid our insurance needs with several companies** to obtain the best renewal quote for the County. There are only a limited number of underwriters that write insurance for units of government. Also, for EMS, there really is only one underwriter – VFIS (Volunteer Firemans' Insurance Services) which offers vehicle, general liability, and equipment coverages. The County is **self-insured** on workers compensation, although we pay Discovery Insurance Company to handle claims and we pay for excess coverage for claims exceeding \$350,000. We previously evaluated being fully insured for worker's compensation, but the premiums were too high.

**EVALUATION:** A comparison of premiums was made between FY06-07, FY07-08, and FY08-09.

Coverage	Agent/Company	FY06-07	FY07-08	FY08-09	%Δ
1. Auto, Property, Crime, General, and Professional Liability	J. T. Sutton Insurance Co./ WA Moore	\$187,018	\$197,900	\$227,090	14.7%
2. Workers Comp. Admin.	Discovery Insurance Co.	\$27,821	\$27,821	\$28,000	0.6%
3. EMS-vehicles, general liability, equipment	WA Moore-VFIS	\$68,346	\$76,635	\$85,053	10.9%
4. Excess Workers Comp.	WA Moore	\$25,653	\$28,739	\$32,260	12.3%
	<b>Total</b>	<b>\$308,838</b>	<b>\$331,095</b>	<b>\$372,403</b>	<b>12.5%</b>

**MANAGER'S RECOMMENDATION:**

**Note:** VFIS will continue to cover property and liability for the EMS division. Insurance agents have recommended keeping this coverage separate from other County operations. Funds are appropriated in FY08-09 to pay for these insurances.

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that insurance policies, as recommended and incorporated by reference within this resolution, be awarded to: W.A. Moore Company, Inc. for auto, property, crime, general and professional liability: Discovery Insurance Company for workers compensation third party administration: W.A Moore Company, Inc. for EMS liability, equipment, auto and \$10 million excess liability: WA Moore Company, Inc. for excess workers compensation, and **be it further resolved** that Michael W. Jarman, County Manager and successors so titled are authorized to execute contracts ensuring these policies are effective on behalf of Lenoir County for FY08-09.

Discovery	Workers Comp Administration	\$28,000
WA Moore	Vehicles, PEP Liability, Buildings Commercial Liability, Commercial umbrella	\$227,090
WA Moore	Excess Worker's Compensation	\$32,660
WA Moore	EMS	<u>\$85,053</u>
	<b>Total</b>	<b>\$372,403</b>

**AMENDMENTS:**

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

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

YEA VOTES: Taylor \_\_\_\_\_ Graham \_\_\_\_\_ Brown \_\_\_\_\_ Davis \_\_\_\_\_

Harper \_\_\_\_\_ Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr. Chairman 06/16/08

\_\_\_\_\_  
ATTEST 06/16/08  
Date

Item 9D.

BUDGET ORDINANCE AMENDMENT: SCHOOL CAPITAL FUND  
SCHOOL BUILDING: \$150,000. INCREASE



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

FY 2007 -2008  
Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
SCHOOL CAPITAL		SCHOOL BUILDING		VARIOUS	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title		Amount	Account # and Title		Amount
<u>INCREASE</u>			<u>INCREASE</u>		
21-3991-9910	FUND BALANCE APPROPRIATED	150,000.00	21-5900-5001	PUB SCHOOL BLD CAP FUNDS	100,000.00
			21-5900-5002	SCH BLDG CAP FUNDS-LOCAL	50,000.00
Total		150,000.00	Total		150,000.00

**Reason and Justification for Request:**

Budget Amendment to adjust budgeted revenue and expenditures to more accurately reflect actual revenues and expenditures for eleven (11) months of FY 07-08.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	<i>6/13/08</i>	<i>Martha H. Martin</i>	<i>6/13/08</i>
Budget Officer Approval	Date		
Board Approval ( When Applicable)	Date	Date of Minutes	

Item 9E.

BUDGET ORDINANCE AMENDMENT: GENERAL FUND  
FINANCE: \$190,000. INCREASE



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

FY 2007 -2008  
Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		VARIOUS		VARIOUS	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title	Amount	Account # and Title	Amount		
<u>INCREASE</u>		<u>INCREASE</u>			
10-3100-1700 TAX PENALTIES & INTEREST	10,000.00	10-4140-3250 TAX DEPT-POSTAGE	15,000.00		
10-3100-1800 STATE-SPECIAL VEHICLE INTEREST	8,000.00	10-4150-1921 LEGAL DEPT-MISC LEGAL FEES	10,000.00		
10-3206-1100 2006 TAX LEVY	10,000.00	10-4200-4540 NON-DEPT-INSURANCE-PEP LIAB.	5,000.00		
10-3207-1100 2007 TAX LEVY	75,000.00	10-4200-4550 NON-DEPT-INS-BLDG/COMM LIAB	5,000.00		
10-3221-1000 CABLEVISION FEES	2,000.00	10-4201-6010 PROCESS FUND-SCHOOLS-FINES	5,000.00		
10-3232-1102 LOCAL OPT SLS TAX-1/2% ART 42	20,000.00	10-4201-6013 PROC FUND-STATE-SPEC VEH INT	8,000.00		
10-3320-3300 FINES	5,000.00	10-4320-3999 JAIL-CONTR SVCS-MED SAFEKEEP	100,000.00		
10-3320-3301 FINES-FIRE CODE VIOLATIONS	500.00	10-4332-6901 EM MED SVCS-CONTRACT SVCS/BIL	40,000.00		
10-3322-3100 BEER & WINE TAXES	6,000.00	10-4930-3110 ECON DEV-TRAVEL & PROMOTIONS	2,000.00		
10-3329-8902 GRANT-REIMB-SOIL CONSERVATION	10,000.00				
10-3418-4101 REAL ESTATE TRANSFER FEES	15,000.00				
10-3431-4100 SHERIFF FEES	10,000.00				
10-3433-4110 INSPECTIONS-PERMIT FEES	10,000.00				
10-3437-4100 EMERG MED SERVICES - FEES	200,000.00				
10-3838-3300 LAW ENFORCEMENT RESERVE	2,000.00				
<u>DECREASE</u>					
10-3991-9910 FUND BALANCE APPROPRIATED	-193,500.00				
Total	190,000.00	Total	190,000.00		

**Reason and Justification for Request:**

Budget Amendment to adjust budgeted revenue and expenditures to more accurately reflect actual revenues and expenditures for eleven (11) months of FY 07-08.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Maude H. Martin</i>	<i>6/13/08</i>	<i>Maude H. Martin</i>	<i>6/13/08</i>
Budget Officer Approval	Date		
Board Approval ( When Applicable)	Date	Date of Minutes	

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 6/16/08 **ITEM NO.** 10

Resolution Authorizing FY 08-09 Service Contracts and Purchase Orders for  
Court Facility/Public Buildings Department: \$162,170

Brame Specialty Co.	\$12,400	Lowe's	\$5,000
Brinson Home Repair	\$5,000	Mayer Electric	\$7,000
City of Kinston	\$28,000	Sky Enterprises	\$1,000
Ed Phillips, Inc.	\$14,000	Atlantic Coastal	\$2,000
Elevator Service	\$9,970	Blizzard Bldg. Supply	\$1,000
Janitorial Services	\$76,800		

**SUBJECT AREA:** Purchases / Bids

**ACTION REQUESTED:**

The Board is requested to authorize the execution of FY08-09 Service Contracts and Purchase Orders.

**HISTORY/BACKGROUND:**

All purchase orders in the amount of \$2,500 and greater approval by the Board of Commissioners: require Brame Specialty Co. \$12,400: The County is responsible for paper supplies including bathroom supplies for all County buildings.

Brinson Home Repair \$5,000: Miscellaneous emergency repairs / renovations / minor construction for the Courthouse and other County buildings.

City of Kinston \$28,000: The City of Kinston's Parks and Recreation Dept. provides grounds maintenance for the Courthouse, EMS, Health, Mental Health, Probation / CJP Office Complex, Resource Development Building, Social Services, MIS, Wachovia Building, and Hannibal Bldg.

Ed Phillips, Inc. \$14,000: Provides preventative maintenance service and on-call emergency maintenance services for the Courthouse HVAC systems on an "as needed basis," which results in significant savings when compared to a preventative maintenance service contract.

Elevator Service \$9,970: Southern Elevator currently provides preventative maintenance and on-call emergency maintenance services for the four elevators located at the Lenoir County Courthouse and the elevators located at the Wachovia Building and Health Department. Southern Elevator was awarded a three-year contract for these services beginning October 1, 2006.

Janitorial Services \$76,800: A & B Cleaning Services currently provides janitorial services for the cleaning maintenance of the Courthouse, the offices located on the second floor of the Courthouse Annex Building adjacent to the Courthouse, the Hannibal Building, the Wachovia Building at 101 N. Queen St., and the Resource Development Building. D.S.S. has a separate 1-year contract. Bids were received on April 21, 2006 for a new three-year contract for services which began during FY06-07 for the Courthouse, E-911 Rhodes Avenue Building, Wachovia Building, and Hannibal Building. A & B Cleaning Services was the low bidder and was awarded the contract.

Lowe's of Kinston/Greenville \$5,000: Miscellaneous maintenance needs not available through local vendors. Lowe's of Greenville is an established that has been used in the past; with an account at the Kinston Lowe's, the Greenville location will be used only as a back up.

Mayer Electric \$7,000: Miscellaneous electrical needs on the State Contract not available through local vendors.

Sky Enterprises \$1,000: The County is responsible for chemical and cleaning supplies for the Courthouse and other County public buildings.

Atlantic Coastal \$2,000: Specialized plumbing supplies for jail.

Blizzard Building Supply \$1,000: Miscellaneous building supplies.



**INTRODUCED BY:** Michael Jarman, Manager **DATE:** 06/16/08 **ITEM NO.** 11

Resolution Authorizing Support of Continuance of Health Department Clinics and Services:  
FY 2008-2009

**SUBJECT:** Financial

**ACTION REQUESTED:**

Permission to utilize funds as requested to support health department services:

	<u>Expenditure Line</u>	<u>Amount</u>
Contracted Services-	10-5150-1930	146,000
	10-5162-6900	6,500
Pharmacist (Rob Bizzell)	10-5150-2380	5,500
	10-5162-2380	525
Apothecus (vc film)	10-5150-2390	3,600
Bayer Health Care (Medical Supplies)	10-5150-2390	25,000
Brame (Janitorial Supplies)	10-5110-3501	8,200
Calloway & Associates	10-5150-2390	4,800
Cardinal (Medical Supplies)	10-5150-2390	18,000
	10-5162-2390	2,000
Cardinal Health (Contraceptives)	10-5150-2390	24,500
CopyPro	10-5110-3520	2,650
Corporate Resources	10-5110-2600	14,000
City of Kinston (Utilities)	10-5110-3300	28,150
Glaxo Smith Kline (Hepatitis)	10-5150-2391	9,400
HemoCue (cuvettes)	10-5150-2390	3,600
Infolab (Medical Supplies)	10-5150-2390	6,000
JOM Pharmaceuticals	10-5150-2390	20,000
Lenoir Memorial Hospital	10-5150-2390	4,150
Medical Waste	10-5162-3991	1,000
	10-5150-3991	3,000
Merck (varivax/pneumonia/mmr)	10-5150-2391	6,000
NC Dept of Administration (courier)	10-5110-3250	4,000
NC State Lab	10-5150-2390	25,000
Para-Gard (IUDs)	10-5150-2390	3,000
Pfizer (Depo)	10-5150-2390	16,000
Quill (Office Supplies)	10-5110-2600	5,000
Sanofi Pasteur	10-5150-2390	17,000
	10-5150-2391	1,850
U.S. Postal Service	10-5110-3250	4,000
Thera Com	10-5150-2390	16,000
Watson Pharmaceuticals	10-5150-2390	3,000
Snowden Insurance (Liability)	10-5150-4541	5,600



**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 12A.

Resolution Authorizing FY 2008-2009 Purchase Orders for the Board of Elections:

- Weekly Gazette - \$700
- A. G. Smith Concrete - \$1,500
- Freedom ENC/Kinston Free Press - \$3,000
- Corporate Resources - \$4,500
- PrintElect - \$7,000
- Executive Leasing - \$8,226

**SUBJECT AREA:** Purchase/Lease

**ACTION REQUESTED:**

The Board is requested to Authorize Fiscal Year 2008 – 2009 Purchase Orders.

**HISTORY / BACKGROUND:**

PrintElect provides the Board of Elections with printed ballots. Freedom ENC/Kinston Free Press and Weekly Gazette advertise annually for the Board of Elections. A. G. Smith Concrete is responsible for cleaning the office. Executive Leasing provides us with copier service. Corporate Resources provides us with office supplies.

**EVALUATION:**

The requested action is necessary in order to encumber monies the Board previously approved in the fiscal year 2008-2009 budget.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

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

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the county execute the following purchase orders for the fiscal year 2008-2009:

Printelect:	\$7,000
Freedom ENC/Kinston Free Press	\$3,000
Weekly Gazette	\$ 700
A. G. Smith Concrete	\$1,500
Executive Leasing	\$8,226
Corporate Resources	\$4,500

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Chairman 06/16/08  
Date

\_\_\_\_\_  
ATTEST Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 12B.

Resolution Authorizing FY 2008-2009 Purchase Orders for the Board of Elections:

Software: \$5,600

Maintenance: \$20,750

Elections Systems & Software - \$26,350

**SUBJECT AREA:** Purchase/Lease

**ACTION REQUESTED:**

The Board is requested to approve maintenance and software license agreements.

**HISTORY / BACKGROUND:**

Elections Systems & Software provides the Board of Elections with a contract on Voting Equipment. Software – License for Programming and Election Night Reporting Hardware – Maintenance Agreement to keep up the maintenance and upgrades on 145 iVotronic Machines and 2 M100 Machines.

**EVALUATION:**

The requested action is necessary in order to encumber monies the Board previously approved in the fiscal year 2008-2009 budget.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

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

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the county execute the following purchase orders for the fiscal year 2008-2009: Elections Systems & Software: \$26,350

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Chairman

06/16/08  
Date

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 13A.

Resolution Authorizing Ground Maintenance

**SUBJECT AREA:** Ground Maintenance

**ACTION REQUESTED:**

To authorize acceptance of 1-year contract of \$3,296 bid for grounds maintenance by Wheat Swamp Landscaping (July 2008 – June 2009)

**HISTORY/BACKGROUND:**

Wheat Swamp Landscaping Service has been contracted for the past 3 years for all of our ground maintenance. We have been very pleased with this service and wish to continue to extend a contract for the upcoming year. Contract fees remain the same as in the previous year.

**EVALUATION:**

Appearance of lawn and landscape of Lenoir County Cooperative Extension.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that Lenoir Cooperative Extension be authorized to contract out ground maintenance.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST                      06/16/08  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 13B.

Resolution Authorizing Contract Service for Parents as Teachers: Administrative Assistant

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:**

To authorize acceptance of 1 year contract of \$12,900 for Blanchie Morgan to serve as Parents as Teachers, Administrative Assistant.

**HISTORY/BACKGROUND:**

Blanchie Morgan has served as Administrative Assistant for the Parents as Teachers Program since November 1995. Blanchie has a degree in Secretarial Science from Cortez Peter's Business College, Washington, D.C. In June 1965. Prior to this position she served 30 years as Secretary for North Carolina Cooperative Extension. Her duties included; Computer Contact for the office, data entry for EFNEP Records, edit and compose letters, monthly reports such as: Travel Reimbursement, Leave Reports, and any other similar duties for several Extension Agents.

Job responsibilities as Administrative Assistant consist of writing, editing and preparing Grant Proposal each year. Also includes preparation of the yearly budget, management of budget line items with Educators, order supplies as needed, reconcile, and monitor all reports (including leave reports, payroll time sheets, financial status report, travel reports, and bills). Complete Quarterly Monitoring Reports for Partnership. Serve as liaison with the Partnership and Finance Offices for the Parents As Teachers Program. Assist Parent Educators in preparation for site monitoring and assisting clientele. Produce two newsletters, one monthly and one quarterly. Assist with activities, such as playgroups, graduation, and Advisory Board meetings, as needed. Answer telephone and reproduce educational materials, parent lesson sheets, parent handouts, etc. This position is 20 hours per week.

This project is under management of North Carolina Cooperative Extension Director. Staff includes: One Parent Educator, Coordinator, full time, and two Parent Educators, full time. Full time Parent Educators work 40 hours per week and maintain 40 families (each) per year.

**EVALUATION:**

Administrative Assistant has given exemplary service to the Parents as Teachers Program.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that Lenoir Cooperative Extension be authorized to contract Blanchie Morgan, 12 hours per week as Parents As Teachers Program, Administrative Assistant.

**AMENDMENTS**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST      06/16/08  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 13c.

Resolution Authorizing Contract with USDA Animal and Plant Health Inspection Service:  
Wildlife Services Division:  
Beaver Management Assistance Program Participation

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:**

Authorize to enter in to contract with the USDA Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS) Division, for the purpose of participating in the NC Wildlife Resources Commission Beaver Management Assistance Program, \$16,500 for FY 2008 (September 2008-October 2009).

**HISTORY/BACKGROUND:**

USDA APHIS and the Beaver Management Assistance Program were originally contracted by Lenoir County Government, via Lenoir County Cooperative Extension in 1994. The BMAP program was established to address and control the expanding levels of beaver populations (over 500,000 est. in North Carolina). Large populations of beaver conflict with health, safety and the livelihood of people. In 1997 landholders in Eastern NC reported that beaver damage to roads, agriculture and timberlands, drainage systems, landscape plantings, and other property exceeded \$5 million. Progress need is based on the amount of calls that our program receives from business and landowners of Lenoir County, for beaver control, and damage assessment. Over the past five years the need has increased approximately 250%, an enormous increase. The contract will provide .19 of an additional work year for beaver eradication. In addition to beaver management, this contract will address pigeon eradication in the city of Kinston and surrounding areas. The pigeon population has increased at a rate of over 200% over the past three years, thus causing damage to business and property and health concerns. Pigeon are responsible for carrying over 14 known diseases. In collaboration with the City of Kinston a portion of this employee will provide assistance with the pigeon population as well.

**EVALUATION:**

Public and landholder education concerning best practices for managing beaver damage. Wildlife specialists will provide alleviation of damage by removing offending animals and their dams. Results include reduction in destruction of agricultural crops, damage to roads, timberlands, drainage systems, landscape plantings, and other property.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that Lenoir County Cooperative Extension be authorized to enter in to contract with the USDA APHIS, Wildlife Services Division to participate in the Beaver Management Assistance Program.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST      06/16/08  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 13D.

Resolution Authorizing Lenoir County Cooperative Extension to Implement Parent Education

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:**

Authorize acceptance of \$34,263.00 in grant dollars for FY 2008-2009 (July 1, 2008 – June 30, 2009) allocated from Juvenile Crime Prevention Council

**HISTORY/BACKGROUND:**

Previously the JCPC allocated funding for parent education to Lenoir County Boys and Girls Club, who in cooperation with Lenoir County Department of Social Services provided Parenting classes for parents at high risk of becoming involved in the Juvenile Court System due to negative conditions of the family unit. Lenoir County Cooperative Extension will administer the program which will provide comprehensive parent education program for parents and caretakers through increase parental knowledge of child development, nurturing, appropriate discipline, effective parenting, and early literacy. Parenting Matters research based curriculum will be used for the educational component. Parenting Matters offers skill-building and educational opportunities to parents. The program targets parents and caretakers of Lenoir County children ages seven through seventeen who are experiencing parenting problems or wish to improve on parenting skills, whole families attend each session.

**EVALUATION:**

Participants will attend eight two-hour sessions. Following a family meal the family separated into age appropriate sessions. Pre and Post Test Evaluations will be administered. Assessments will also be made by Case Workers from DSS.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that Lenoir Cooperative Extension be authorized to accept the Juvenile Crime Prevention Council Grant in the amount of \$61,436 to implement and administer a Parent Education Program.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST      06/16/08  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 14A.

Resolution Authorizing the Approval FY 2008-09 Contract Service Microfilming ---  
COTT \$3,000

**SUBJECT AREA:** PURCHASE/BIDS

**ACTION REQUESTED:**

Approval of a Resolution authorizing the expenditure of \$3000.00 to cover the estimated cost of transferring CD's to microfilm for archival storage for the records of the Register of Deeds office. The amount requested is budgeted in the line item specified on the next page.

**HISTORY/BACKGROUND:**

With the new Resolution System that the Register of Deeds office now has, all documents are now scanned, burned to a CD and sent to COTT for transferring the CD back to microfilm. This microfilm is then sent to North Carolina Archives to be stored. In the event that a disaster should occur in the Register of Deeds office and all records were destroyed there would be a means to retrieve these records. If the amount actually spent is less than \$3000.00, then the purchase order will be reduced.

**EVALUATION:**

With the approval of this expenditure, it will enable the Register of Deeds to send the CD's to COTT for the transferal of the information on the CD to microfilm to be stored in the State Archives. Since October of 2005 COTT has been providing this service. COTT provides the quality of services that State Archives demands.

**MANAGER'S RECOMMENDATION:**

Respectfully Recommend Approval

\_\_\_\_\_  
Initial

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** By the Lenoir County Board of Commissioners that a purchase order contract with COTT in an amount not to exceed \$3000.00 be approved for the transferring of CD's to microfilm for storage at North Carolina State Archives. Line Item Account #10-4180-3801

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 14B.

Resolution Approving FY 2008-09 Expenditure of Funds for Leasing Copiers ---  
COECO \$5,508

**SUBJECT AREA:** PURCHASE/BIDS

**ACTION REQUESTED:**

Approval of a Resolution authorizing the expenditure of \$5,508.00 to cover the estimated cost of leasing two new copiers (cost per copy) needed for the required use of copying records for the Register of Deeds office and the use by the public. The amount was budgeted in the line item specified on the next page.

**HISTORY/BACKGROUND:**

A copier has been used in the office of the Register of Deeds in an excess of thirty-five years to allow the public, attorneys, office staff and etc. the ability to make the necessary copies needed in everyday work requirements. The law requires some method for the Registry to be able to furnish copies to the general public. If the amount actually spent is less than that of \$5,508.00 then the purchase order will be reduced.

**EVALUATION:**

With the approval of this expenditure, it will allow the Registry to continue furnishing copies (the public pays a fee for copies) to customers as in the past. COECO has provided the Register of Deeds with the up most in service when leasing, purchasing and/or repairing any equipment that has been obtained from them. COECO is a very qualified equipment company.

**MANAGER'S RECOMMENDATION:**

Respectfully Recommend Approval

\_\_\_\_\_  
Initial

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** By the Lenoir County Board of Commissioners that a purchase order contract with COECO be approved for leasing the said copiers in the amount not to exceed \$5,508.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 14C.

Resolution Authorizing the Approval FY 2008-09 Expenditure for Equipment ---  
R. L. Ballard & Associates \$10,000

**SUBJECT AREA:** PURCHASE/BIDS

**ACTION REQUESTED:**

Approval of a Resolution authorizing the purchase of Roller Shelving to house real estate books for the Register of Deeds office.

**HISTORY/BACKGROUND:**

In the Register of Deeds office there are real estate books beginning in 1880 through the present. In these books are all transactions pertaining to land transfers, mortgages, easements, agreements and miscellaneous documents that are public records. It would not be possible to keep these books in order were it not for the shelves that they are stored in. Although, the computer system that is used for real estate is able to print a copy of the current documents, there are still people that would rather copy from the books. Therefore, the Register of Deeds is still printing hard copies of the real estate books. At this time we have over 1600 real estate books in the Register of Deeds office and anticipate that it will be sometime before the public is comfortable in printing from the computer. If the amount actually spent is less than \$10,000, then the purchase order will be reduced.

**EVALUATION:**

With the approval of this expenditure, it will allow the Register of Deeds office to continue the practice of printing books for the public's use. R.L. Ballard and Associates has provided the Register of Deeds with the utmost professional and efficient services for over 30 plus years. With this purchase the company will deliver and install the shelving for the Register of Deeds office.

**MANAGER'S RECOMMENDATION:**

Respectfully Recommend Approval

\_\_\_\_\_  
Initial

**RESOLUTION: NOW, THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that a purchase order for R. L. Ballard & Associates in the amount of \$10,000 be approved for Roller Shelves needed to store real estate books in the Register of Deeds office.

Line Item Account # 10-4180-5999

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 14D.

Resolution Authorizing the approval FY 2008-09 Contract Services Indexing ----  
COTT Systems \$50,000

**SUBJECT AREA:** Purchase/Bids

**ACTION REQUESTED:**

Approval of a Resolution authorizing the expenditure of \$50,000 to cover the estimated cost of indexing the real estate documents, marriage license, births, delayed births, death, maps and etc. that are recorded in the Register of Deeds office. This amount was budgeted in the line item specified on the next page.

**HISTORY/BACKGROUND:**

This has been an ongoing service since the mid 70's. In this same line item it has allowed the Registry to have computer-generated indexes for easy accessibility for the many records in the Register of Deeds office.

**EVALUATION:**

With the approval of this expenditure, it will allow the office of the Register of Deeds to continue the service of computer indexing and having the ability to further help the public's needs for vital and real estate records. COTT Systems has provided the county with the highest of quality of service and support to the Register of Deeds office available.

**MANAGER'S RECOMMENDATION:**

Respectfully Recommend Approval

\_\_\_\_\_  
Initial

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** By the Lenoir County Board of Commissioners that a purchase order contract with COTT Systems in an amount not to exceed \$50,000.00 be approved for indexing records for the Register of Deeds.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman

06/16/08  
Date

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ATTEST

\_\_\_\_\_  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 15A.

Resolution approving purchase of plumbing services from the following vendor:  
Ed Phillips Heating Air Conditioning & Plumbing----- \$5,000

**SUBJECT AREA:** FINANCIAL

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute a purchase order with Ed Phillips Heating Air Conditioning & Plumbing for plumbing maintenance and repair services for fiscal year 2008-2009.

**HISTORY / BACKGROUND:**

Lenoir County currently has two operating jails in the Lenoir County Courthouse. Both jails are over 25 years old. As such, both have plumbing issues that have to be constantly maintained and repaired.

**EVALUATION:**

Ed Phillips Heating Air Conditioning & Plumbing has been repairing plumbing issues in the jails for the past several years. This vendor is very familiar with the plumbing in the cell blocks including the toilets, sinks and showers as well as the plumbing in the jail kitchen. This vendor has provided outstanding service to the County at reasonable prices. The Sheriff respectfully request permission from the Board of Commissioners to execute a purchase order with this vendor to provide maintenance and repair services for the plumbing in the jails.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Sheriff execute a purchase order with Ed Phillips Heating Air Conditioning and Plumbing for the 2008-2009 fiscal year.

Ed Phillips Heating Air Conditioning & Plumbing-----\$ 5,000

Funding Account #: 10-4320-3520                      \$ 5,000

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Chairman                      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 15B.

Resolution Approving Purchase of Office Supplies from the Following Vendors:

Forms & Supply----- \$ 3,000  
Corporate Resources----- \$ 2,500

**SUBJECT AREA:** FINANCIAL

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute a purchase order with Forms & Supply and Corporate Resources for the purchase of office supplies for fiscal year 2008-2009.

**HISTORY / BACKGROUND:**

These two vendors have been supplying office products to the Sheriffs Office and jail for the past several years. Office products consists of paper for the copying machines, legal pads, pens, pencils, toner cartridges, paper clips, rubber bands, etc.

**EVALUATION:**

Forms & Supply and Corporate Resources have both been supplying the Sheriff's Office and the jail with office supplies for the past several years. Both offer competitive prices for the above mentioned products. The Sheriff respectfully request permission from the Board of Commissioners to execute a purchase order with these vendors for the purchase of various office supplies.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Sheriff execute a purchase order with Forms & Supply and Corporate Resources for the 2008-2009 fiscal year.

Forms and Supply-----\$ 3,000  
Corporate Resources-----\$ 2,500

Funding Account #: 10-4310-2600                      \$ 5,500

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Chairman                      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 15C.

Resolution Approving Contract for Sheriff's Equipment and Supplies:  
Lawman's Safety Supply-----\$7,500.00

**SUBJECT AREA:** FINANCIAL

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute a contract with Lawmen's Safety Supply 2008/2009.

**HISTORY / BACKGROUND:**

The Sheriff's Office requires that its officers be equipped with various tools in order to perform their duties. Among these items are holsters, flashlights, blue lights, sirens, handcuffs, shields, cages for the cars, cardboard target backings, targets, shotguns, handguns, etc. Due to poor delivery performance by others (sometimes several months), limited access to requested items, and much higher prices, the cheapest most dependable vendor found through the numerous years of experience has been determined to be Lawmen's Safety Supply.

**EVALUATION:**

This will be a one (1) year contract with Lawmen's Safety Supply, subject to acceptable performance of the contractor.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Sheriff execute a contract and purchase order for the purchase of Sheriff's equipment and law enforcement supplies with:

Lawmen's Safety Supply ----- \$ 7500.00

Funding Account #: 10-4310-2900 \$7,500

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 15D.

Resolution Approving Purchase of Ammunition: \$7,800

**SUBJECT AREA:** FINANCIAL

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute a purchase order with Lawmen's for the purchase of various types of ammunition for annual firearms qualification.

**HISTORY / BACKGROUND:**

Certified law enforcement officers in North Carolina are required to qualify with their issued firearms twice per year including a combat course. Sheriff's deputies are currently issued .45 caliber H&K semi-automatic side arms, 200 grain +P ammunition, and 12 gauge shotguns. In addition the Sheriff's Office has several officers that are issued specialized weaponry for tactical incidents.

**EVALUATION:**

For the past several years the Sheriff's Office has been purchasing ammunition from a couple of ammunition suppliers in North Carolina. Lawmen's, located in Raleigh, N.C., has been found to provide the most competitive pricing for the ammunition required. Lawmen's has provided a price of \$7800 for 18 cases of .45 rounds, 10 cases of .223 rounds, 1 case of .308 rounds, 4 cases of 12 gauge rounds. The Sheriff respectfully recommends that the Board of Commissioners approve the request to purchase the ammunition from Lawmen's.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Sheriff execute a purchase order with Lawmen's to purchase ammunition.

Lawmen's-----\$7800

Funding Account #: 10-4310-3950 \$7800

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.** 15E.

Resolution approving purchase of tires from the following vendors:

Jarman Tire----- \$ 5,000

BTS Tire----- \$ 5,000

**SUBJECT AREA:** FINANCIAL

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute a purchase order with BTS Tire and Jarman Tire for the purchase of tires for fiscal year 2008-2009.

**HISTORY / BACKGROUND:**

The Sheriff currently operates a fleet of patrol vehicles used for various purposes such as patrol, transportation, traffic control and response to calls. These vehicles utilize Goodyear tires that are purchased from the State contract. The Sheriff has historically purchased tires from Jarman Tire and BTS Tire because both of these vendors have the ability to sell Goodyear tires on the State contract.

**EVALUATION:**

Both of these vendors sell Goodyear tires on the State contract. State contract prices for high speed Goodyear tires are significantly less than purchasing the same tire off of the State contract. The Sheriff respectfully requests that the Board of Commissioners grant the Sheriff permission to execute a purchase order with Jarman Tire and BTS Tire for the purchase of tires for the fiscal year 2008-2009.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Sheriff execute a purchase order with Jarman Tire and BTS Tire for the purchase of tires for the 2008-2009 fiscal year.

Jarman Tire-----\$ 5,000

BTS Tire-----\$ 5,000

Funding Account #: 10-4310-2520                      \$ 10,000

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul Taylor, Chairman                      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 15F.

Resolution Approving the Lease and Purchase Order with the  
North Carolina Department of Corrections: \$11,680

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute a lease and purchase order with the North Carolina Department of Corrections who will provide monitoring services for the Alternative Monitoring Program for the fiscal year 2008/2009.

**HISTORY / BACKGROUND:**

In April of 2007 the Lenoir County Board of Commissioners began funding the Alternative Monitoring Program, which allows for the release of certain qualified jail inmates. The program consists of placing an electronic ankle bracelet on the selected inmate who will then be confined to their home and monitored by the North Carolina Department of Corrections (NCDOC).

**EVALUATION:**

The Alternative Monitoring Program (AMP) was designed and implemented to assist in reducing the number of inmates in the Lenoir County Jail. To date there have been as many as 20 inmates on electronic monitoring since April 2007. It is the goal of the Sheriff to eventually have 25 inmates on electronic monitoring. The current cost for electronically monitoring the electronic ankle bracelets is \$1.28 per day per inmate.

The Sheriff respectfully recommends that the Board of Commissioners approve the request to continue the lease with the NCDOC and to execute a purchase order with the NCDOC to provide the electronic monitoring of the electronic monitoring devices.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Sheriff is authorized to continue the lease with the North Carolina Department of Corrections and to execute a purchase order with the NCDOC for their monitoring services.

Funding Account #: 10-4310-6900                      \$ 11,680

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Chairman                      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 156.

Resolution Approving the Lease and Purchase Order with G4S Justice Services: \$13,250

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute a lease and purchase order with G4S Justice Services who will provide electronic ankle bracelets and a monitoring unit for the electronic monitoring program for the fiscal year 2008/2009.

**HISTORY / BACKGROUND:**

In April of 2007 the Lenoir County Board of Commissioners began funding the Alternative Monitoring Program, which allows for the release of certain qualified jail inmates. The program consists of placing an electronic ankle bracelet on the selected inmate who will then be confined to their home and monitored.

**EVALUATION:**

The Alternative Monitoring Program (AMP) was designed and implemented to assist in reducing the number of inmates in the Lenoir County Jail. To date there have been as many as 20 inmates on electronic monitoring since April 2007. It is the goal of the Sheriff to eventually have 25 inmates on electronic monitoring. The current cost for leasing the electronic bracelets is \$1.45 per day per inmate.

The Sheriff respectfully recommends that the Board of Commissioners approve the request to continue the lease and execute a purchase order with G4S Justice Services to provide the electronic monitoring devices.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Sheriff is authorized to continue the lease with G4S and to execute a purchase order with G4S Justice Services.

Funding Account #: 10-4310-6900                      \$ 13,250

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Chairman                      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 15H.

Resolution Approving Contract for Jail Uniform Supply Vendors:  
American Uniform Sales ----- \$ 9,000.00  
Uniforms Plus-----\$ 5,000.00

**SUBJECT AREA:** FINANCIAL

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute contracts with the jail uniform supply vendors listed above for fiscal year 2008/2009.

**HISTORY / BACKGROUND:**

As a detention facility, the Lenoir County Jail must replace some uniforms on an as needed basis due to wear and or destruction. Uniforms in the jail are occasionally subject to destruction by inmates, food and beverage stains, as well as fecal matter in some instances. The Lenoir County Jail and Sheriff's Office does have a room assigned for the recycling of clothes through the attrition of personnel. However, because of the various sizes of people, it is difficult to stock every available size of a product. This office did a price comparison and now uses American Uniform Sales as its' primary provider based on price and performance standards. Uniforms Plus is a viable option for short-term needs in the areas of supplying a new employee with a supply of uniform accessories.

**EVALUATION:**

This will be a one (1) year contract with each of the jail uniform vendors, subject to acceptable performance of the contractor.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by The Lenoir County Board of Commissioners that the Sheriff is authorized to execute contracts and purchase orders for jail uniform provisions to the Lenoir County Jail with the following named vendors for the designated monetary amounts:

American Uniform Sales ----- \$ 9,000.00  
Uniforms Plus----- \$ 5,000.00

Funding Account #: 10-4320-2120                      \$ 14,000

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Chairman                      \_\_\_\_\_  
Date

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ATTEST                      \_\_\_\_\_  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 151.

Resolution Approving Purchase Order with Gately Communications, Co.: \$18,000

**SUBJECT AREA:** FINANCIAL

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute a purchase order with Gately Communications, Co., to provide radio installation and repair services for the Sheriff's Office for the 2008-2009 fiscal year.

**HISTORY / BACKGROUND:**

The Sheriff's Office has been using Gately Communications, which is located in Kinston, for the past year. Gately Communications repairs, removes and installs radio and emergency equipment on patrol vehicles.

**EVALUATION:**

The Sheriff respectfully recommends that the Board of Commissioners approve the request for a purchase order with Gately Communications to perform radio/emergency equipment repair, removal, and installation. This purchase order covers services for the 2008-2009 fiscal year.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Sheriff execute a purchase order with Gately Communication, Co.

Gately Communications, Co.-----\$18,000

Funding Account #: 10-4310-3290 \$18,000

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul Taylor, Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 15J.

Resolution Approving Contract for Sheriff's Uniform Supply Vendor:  
American Uniform Sales ----- \$28,000

**SUBJECT AREA:** FINANCIAL

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute a contract with the American Uniform Sales for fiscal year 2008/2009.

**HISTORY / BACKGROUND:**

The Lenoir County Sheriff's Office must replace some uniforms on an as needed basis due to wear and/or destruction. Uniforms worn by deputies of this office are occasionally subject to destruction by normal wear, chasing criminals in wooded, briar infested areas, and through disturbances with persons being arrested.

The Sheriff's Office has a room assigned for the recycling of clothes through the attrition of personnel. However, because of the various sizes of people it is difficult to stock every available size of a product. This office did a price comparison and now uses American Uniform Sales as its primary provider based on price and performance standards.

**EVALUATION:**

This will be a one-(1) year contract with American Uniform Sales subject to acceptable performance of the contractor.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners authorizes the Sheriff to execute a contract and purchase order for sheriff uniform provisions with American Uniform Sales:

American Uniform Sales ----- \$28,000.00

Funding Account #: 10-4310-2120                      \$ 28,000

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Chairman

06/16/08  
Date

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ATTEST

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Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 15K.

Resolution Approving Contract for Jail Operating Supply Vendors:

Bob Barker Supply-----	\$16,000.00
Safelle, Inc.-----	\$ 3,000.00
Brame-----	\$14,300.00

**SUBJECT AREA:** FINANCIAL

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute contracts with the jail equipment supply vendors listed above for fiscal year 2008/2009.

**HISTORY / BACKGROUND:**

As a detention facility, the Lenoir County Jail must stock certain supplies which include cleaning chemicals, plates, knives, forks, spoons, mattresses, blankets, pillows, toothpaste, toothbrush, film, food trays, etc.

Cleaning chemicals are bought in bulk quantities and are non-toxic. This reduces this risk of ingestion from inmates and potential lawsuits. Mattresses, pillows, and blankets must meet certain fire restriction codes and be of institutional quantity in order to be approved by the N.C. Division of Human Resources.

While this agency conducts a small amount of business with local vendors, these particular vendors can only provide the products and services required. Competitive pricing has limited the field to these three for this facility.

**EVALUATION:**

This will be a one-(1) year contract with each of the jail supply vendors, subject to acceptable performance of the contractor.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Sheriff is hereby permitted to execute contracts and purchase orders for jail operating supplies to the Lenoir County Jail with the following named vendors for the designated monetary amounts:

Bob Barker Supply ----- \$16,000.00  
Safelle, Inc. ----- \$ 3,000.00  
Brame ----- \$14,300.00

Funding Account #: 10-4320-2110            \$ 33,300

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Chairman    06/16/08  
Date

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ATTEST

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Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 15L.

Resolution Approving Contract for Repair/Maintenance Vendor:

Kinston Wheel Alignment.....	..\$	3,000
Brittains Garage.....	..\$	18,000
Fast Forward Signs.....	..\$	5,000
Webb's Automotive.....	..\$	13,000
Jarman Tire .....	..\$	2,500
Fred Moodys Garage.....	..\$	2,500

**SUBJECT AREA:** FINANCIAL

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute a contract with Kinston Wheel Alignment, Brittains Garage, Fast Forward Signs, Webb's Automotive, Fred Moody's Garage, and Jarman Tire for fiscal year 2008/2009.

**HISTORY / BACKGROUND:**

The Sheriff's Office operates more than fifty vehicles. It has shown to be cost-efficient for the county in terms of vehicle maintenance to assign vehicles to single users who are then responsible for the maintenance of the assigned vehicle. Additionally, this system readily identifies those who may use and abuse their assigned vehicle.

Lenoir County has a number of mechanics in the area. The Sheriffs Office utilizes several of these vendors for both small and large vehicle maintenance issues. The Sheriff currently uses Kinston Wheel Alignment, Brittains Garage, Fast Forward Signs (stripping marked cars), Jarman Tire, Fred Moody's Garage, and Webb's Automotive who have traditionally offered quick and low cost mechanical services. In addition, we have set up blanket purchase orders with other vehicle service vendors in an amount less than \$2,500.00 to cover purchases from them.

**EVALUATION:**

This will be a one – (1) year contract with Kinston Wheel Alignment, Brittains Garage, Fast Forward Signs, Jarman Tire, Fred Moody's Garage, and Webb's Automotive subject to acceptable performance of the contractor.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Sheriff execute a purchase order for vehicle repairs and maintenance with the following named vendors for the designated monetary amounts:

Kinston Wheel Alignment.....	\$ 3,000
Brittains Garage.....	\$ 18,000
Fast Forward Signs.....	\$ 5,000
Webb's Automotive.....	\$ 13,000
Jarman Tire .....	\$ 2,500
Fred Moodys Garage.....	\$ 2,500

Funding Account #: 10-4320-3530                      \$44,000

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Chairman                      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 15M.

Resolution Approving Contract for Jail Food Service Vendors:

NC Dept of Corrections-----	\$18,000.00
Sysco Foods-----	\$32,000.00
US Foodservice-----	\$30,000.00
Franklin Baking-----	\$16,000.00
Maola Milk and Ice-----	\$30,000.00
Institution Food House-----	\$36,000.00

**SUBJECT AREA:** FINANCIAL

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute contracts with the food service vendors listed above for fiscal year 2008/2009.

**HISTORY / BACKGROUND:**

The Lenoir County Jail operates its own kitchen and meal preparation service. This has proven to be a very cost efficient system for Lenoir County. The Lenoir County Jail provides meals to inmates three times a day, which must meet certain dietary requirements. The current average daily population for fiscal year 2007-2008 was 135.

The kitchen staff of the Lenoir County Jail is responsible for making monthly comparisons of the food service vendor price lists and ordering the cheapest available products. In this respect we can be assured of getting the best available products at the most competitive prices.

**EVALUATION:**

This will be a one-(1) year contract with each of the food service vendors, subject to acceptable performance of the contractor and the delivery of monthly food service price sheets.



**INTRODUCTION BY:** Michael W. Jarman, County Manager **DATE:** 06/16/08 **ITEM:** 16A.

Resolution Approving Lease Contract for DCI/SBI for OMINIXX Equipment Rental for  
FY 08-09: \$5,100

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorize the renewal of lease contract with DCI/SBI for the amount of \$5,100.00 from budget line 10-4315-6900.

**HISTORY/BACKGROUND:**

The lease contract is for the DCI equipment/usage through the SBI. This equipment allows the Lenoir County Central Communications Center to perform computerized criminal investigations for law enforcement agencies.

**EVALUATION:**

The lease contract is necessary for the Lenoir County Central Communications Center to continue providing critical information for the law enforcement agencies we service.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

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Initials

**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that: The lease contract for DCI/SBI Ominixx be renewed for the 08-09 fiscal year at a cost not to exceed \$5,100.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCTION BY:** Michael W. Jarman, County Manager **DATE:** 06/16/08 **ITEM:** 16B.

Resolution Authorizing Purchase of the Maintenance Contract with Dictaphone Freedom System:  
\$5,146

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorize the purchase of a maintenance contract with Sprint for the Dictaphone Freedom Recording system for the amount of \$5,146.00 from budget line item 24-4320-6900.

**HISTORY/BACKGROUND:**

Contract is for the maintenance of the Dictaphone Freedom Recording System held by Sprint. This contract includes hardware and software maintenance. The equipment must be maintained by contractor in accordance with Dictaphone standards. The equipment must be maintained at levels necessary to provide the required recording elements to ensure all liability needs are met for the County.

**EVALUATION:**

Contract is necessary for the proper function of the Dictaphone Freedom Recording System in the Communications Center. This equipment serves all our emergency service agencies; therefore, this hardware and software must be maintained on a daily basis. This contract is cannot be bid out, due to it being vendor specific.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that: the maintenance contract for the Dictaphone Freedom System, through Sprint, to be purchased for the 08-09 fiscal year at a price not to exceed \$5,146.00. Account No.: 24-4320-6900

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCTION BY:** Michael W. Jarman, County Manager **DATE:** 06/16/08 **ITEM:** 16c.

Resolution Approving Maintenance Contract for Generators for all Tower Site Locations:  
FY08-09: \$6,000

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorize the purchase of an annual maintenance contract with Cummins Atlantic for generator maintenance at all tower-site locations in the amount of \$6,000.00 from budget line 10-4315-6900.

**HISTORY/BACKGROUND:**

The maintenance contract is for all five- (5) tower sites: LaGrange, Deep Run, School Bus Garage, Central Avenue and Rhodes Avenue. This maintenance would be completed twice a year and would include checking of the electrical systems – AC & DC; fuel system; lube oil system; cooling system; air intake/discharge system; exhaust system; generator set; inspect and test transfer switch; general maintenance and providing detailed reports of all findings.

**EVALUATION:**

The maintenance contract is necessary for the Lenoir County Emergency Services Department – Communications Division to continue to monitor all generators at all tower sites for a more effective and efficient radio system. This amount would also cover necessary repairs and/or parts replacement during the year.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that: the annual maintenance contract for Cummins Atlantic for generator maintenance for the 08-09 fiscal year at a cost not to exceed \$6,000.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCTION BY:** Michael W. Jarman, County Manager **DATE:** 06/16/08 **ITEM:** 11&D.

Resolution Authorizing Maintenance Contract for Priority Dispatch to Include Software/Cardsets for EMD, EPD & EFD AND ProQA at a Cost NTE: \$9,000

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorize the purchase of maintenance contracts for Priority Dispatch for EMD, EFD, EPD and ProQA, at a cost not to exceed \$9,000.00 from budget line 24-4320-6900.

**HISTORY/BACKGROUND:**

The Lenoir County Emergency Services Department – Communications Division is currently utilizing Priority Dispatch Emergency Medical Dispatch (EMD) software, while maintaining a card-set system to use as a back-up. This Division is also utilizing Priority Dispatch Emergency Fire Dispatch (EFD) and Emergency Police Dispatch (EPD) card-set systems. By utilizing EMD, EFD, and EPD dispatch protocols, the Communications Division is providing the citizens of Lenoir County with a standard of care that is recognized on a national level. These dispatch protocols allow the citizens of Lenoir County to receive the highest standard of care possible when dialing 9-1-1 with any and all types of emergencies.

**EVALUATION:**

The purchase of the maintenance contracts from Priority Dispatch on the EMD software and card-sets and the EPD and EFD card-sets is necessary to ensure that the Communications Division is maintaining the level of care as recognized nationally by the medical, fire and law enforcement professions. The maintenance contracts allows for the Communications Division to receive all upgrades to these dispatch protocols as they become available, at no additional cost to the County.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

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Initials

**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that: the purchase of maintenance contracts with Priority Dispatch for EMD, EFD, EPD, and ProQA dispatch protocols for fiscal year 08-09 not to exceed \$9,000.00.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCTION BY:** Michael W. Jarman, County Manager **DATE:** 06/16/08 **ITEM:** 16E.

Resolution Authorizing the Replacement of the 155.295 and 155.340 Conventional Radio Repeaters:  
NTE: \$14,144

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorize the replacement of the existing 155.295 and 155.340 Conventional Radio Repeaters at a price not to exceed \$14,144.00 from budget line 10-4315-5100.

**HISTORY/BACKGROUND:**

The existing 155.295 (EMS Dispatch) and 155.340 (EMS Hospital) Conventional Repeaters are approximately 20 years old and due to their age, parts are unavailable to repair these two- (2) systems. The 155.295 Conventional Repeater is used by the Lenoir County Emergency Services Department – Communications and EMS Divisions for back-up purposes. The 155.340 Conventional Repeater is used by Lenoir Memorial Hospital Emergency Department as back up to the Lenoir County 800MHz radio system and as a primary means of communications with surrounding counties that still operate on conventional systems.

**EVALUATION:**

Due to the age of the 155.295 and 155.340 Conventional Repeaters, parts are unavailable and repair of the system is not practical. The replacement of the 155.295 and 155.340 Conventional Repeaters is necessary in keeping radio communications at a premium for all Lenoir County Emergency Responders.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

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Initials

**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that: the replacement of the 155.295 and 155.340 Conventional Repeaters at a cost not to exceed \$14,144.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCTION BY:** Michael W. Jarman, County Manager **DATE:** 06/16/08 **ITEM:** 16F.

Resolution Authorizing the Renewal of the Position Maintenance Contract with Embarq Telephone:  
\$23,632.19

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorize the renewal of the Positron maintenance contract held by Sprint for the amount of \$23,632.19 from budget line 24-4320-6900.

**HISTORY/BACKGROUND:**

Contract is for the software and hardware maintenance of the Sprint Positron E911 telephone system used by the personnel of the Lenoir County Emergency Services Department – Communications Division. This maintenance contract includes two- (2) hour response 24 hours a day, seven- (7) days a week, 365 days a year for any E911 related problem involving the Sprint telephone equipment.

**EVALUATION:**

Contract is necessary for the proper function of the Sprint Positron E911 telephone system in the Communications Center. This equipment serves all citizens of Lenoir County and the municipalities located therein.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

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Initials

**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that the maintenance contract for the Sprint Positron E911 telephone system to be renewed for the 08-09 fiscal year at a price not to exceed \$23,632.19.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCTION BY:** Michael W. Jarman, County Manager **DATE:** 06/16/08 **ITEM:** 169.

Resolution Authorizing the Renewal of the CAD System Maintenance Contract with VisionAir  
Telephone: \$28,512

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorize the renewal of the CAD system maintenance contract held by VisionAir for the amount of \$28,512.00 from budget line 24-4320-6900.

**HISTORY/BACKGROUND:**

Contract is for the software maintenance of the VisionAir Computer Assisted Dispatch system used by the personnel of the Lenoir County Emergency Services Department – Communications Division. This maintenance contract includes calls to the help desk for assistance in software-related issues dealing with the CAD system located in the Communications Center. This maintenance includes the Software Support personnel from VisionAir dialing in and correcting critical situations to keep the CAD system operational.

**EVALUATION:**

Contract is necessary for the proper function of the CAD system in the Communications Center. This equipment serves all our emergency service agencies; therefore, this software must be maintained on a daily basis.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

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Initials

**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that the maintenance contract for the CAD System, through VisionAir, to be renewed for the 08-09 fiscal year at a price not to exceed \$28,512.00.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 164.

Resolution Authorizing Gately Communications as the Holder of Maintenance Contracts for Radio Equipment Maintenance and Radio System Management: \$47,018

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorize Gately Communications as the holder of the radio equipment contract and radio system management for the amount of \$47,018.00 from budget line 10-4315-6900.

**HISTORY/BACKGROUND:**

Contract is for the maintenance of the 800MHz radio infrastructure and the county fire department radio system. This contract includes all hardware and software. Equipment will be maintained by contractor in accordance with the following standards: oil, water, dust, and foreign substance will be removed from the equipment. The equipment will be maintained at levels necessary to provide the required communications. Routine maintenance procedures will be performed as prescribed by the equipment manufacturer and the Communications Division. The equipment will be inspected and periodically thereafter as required. Radio system management contract is to manage the 800MHz radio system to include the system access control list for all 800MHz radios on the Lenoir County radio system.

Gately Communications is an authorized Motorola Sales and Service representative home-based out of Hampton, Virginia. They have an office in Kinston, North Carolina. Experienced employees previously employed with Coastal Electronics, having expert knowledge of our system, are now employed with Gately Communications.

**EVALUATION:**

Contract is necessary for the proper upkeep of the proper function of the radio equipment. This equipment serves all our emergency service agencies. Therefore, this equipment must be kept in superior condition. The radio management of our system is critical to the security and confidentiality of our radio database.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

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Initials

**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that: the authorization of Gately Communications as the holder of the radio equipment maintenance contract for the 08-09 fiscal year at a price not to exceed \$42,469.00; and the radio system management contract at a price not to exceed \$4,549.00.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCTION BY:** Michael W. Jarman, County Manager **DATE:** 06/16/08 **ITEM:** 161

Resolution Authorizing the Upgrade of the Existing Simon Communications Telephone System to the Power 911 Phone System at a Cost NTE: \$145,670

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorize the upgrade of the existing Simon telephone system in the Communications Center to the Power 911 phone system at a cost not to exceed \$145,670.00 from budget line 24-4320-5101.

**HISTORY/BACKGROUND:**

In order for the Lenoir County Central Communications Center to meet A.D.A. (American Disabilities Act) compliance, the hard-of-hearing citizens in our community must have the capability of dialing 911. Each individual workstation must be capable of answering and processing 9-1-1 calls from T.D.D./T.T.Y. users. At the present time, the Lenoir County Emergency Services Department – Communications Division is currently satisfying that requirement with the Simon Phone System. However, the Simon System is now obsolete and replacement units, as well as parts, are becoming increasingly difficult to obtain. The Power 911 phone system is the upgrade replacement for the Simon System. This computerized system would also enable the Communications Center to be better capable of handling the influx of wireless calls, at an estimated increase of 55% of all 9-1-1 calls in Lenoir County, and to continue with the Phase II wireless compliance in accordance with State of North Carolina wireless guidelines.

**EVALUATION:**

The Power 911 System is necessary to bring the Lenoir County Emergency Services Department – Communications Division continued ability to have service and replacement units/parts for the Communications Center and to continue with the Phase II wireless compliance in accordance with State of North Carolina wireless guidelines. The equipment currently located in the Lenoir County Emergency Service Department – Communication Division is provided by Embarq. To bid to other vendors would require changing out all equipment, at a higher cost to the County. This money was budgeted out of the Special Telephone account, as it pertains to increase of wireless 9-1-1 calls.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

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Initials

**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that: the purchase of the Power 911 Telephone System upgrade to be approved at a price not to exceed \$145,670.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST

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Date

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 06/16/08 **ITEM NO:** 16J.

Resolution Authorizing FY 2008-09 Purchase Orders for the Emergency Medical Non-Emergency Transport Division Uniform Purchases: \$10,000

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorization for medical supply purchases for the amount of \$10,000.00 in the Emergency Medical Service Non-Emergency Transport Division's FY 2008-09 operating budget line item to purchase uniforms. Account No.: 10-4333-2120

**HISTORY/BACKGROUND:**

Uniforms need replacing every fiscal year to ensure employees maintain a professional appearance.

**EVALUATION:**

Staff recommends purchasing uniforms from American Uniforms. The Non-Emergency Division has purchased from them for the last two years. They have always been the most competitive company in price for Lenoir County.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

INITIALS

**RESOLUTION/ORDINANCE: NOW, THEREFORE, BE IT RESOLVED**

by the Lenoir County Board of Commissioners that the Emergency Medical Services Division be authorized to execute purchase orders up to an amount totaling \$10,000.00 for uniform purchases approved in the EMS Non-Emergency Transport Division's FY 2008-09 operating budget (account # 10 4333 2120).

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 116K.

Resolution Authorizing FY 2008-09 Purchase Orders for the Emergency Medical Non  
Emergency Division Medical Inventory: \$10,000

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorization for medical supply purchases for the amount of \$10,000.00 in the Emergency Medical Services Division's FY 2008-09 operating budget line item to ensure an adequate medical supply inventory for the county-operated Non-Emergency Transport. Account No.: 10-4333-2390

**HISTORY/BACKGROUND:**

Medical supplies are purchased from three different vendors. General medical supplies, i.e., oxygen masks, c-collars and trauma dressings are purchased from one vendor. Drugs, i.e. diltiazem, amiodarone, and diphenhydramine are purchased from a second vendor and monitor supplies and equipment from a third.

**EVALUATION:**

Staff recommends purchasing medical supplies from Tri-anim Health Care Services and Henry Schein/Matrix Medical for regular medical supplies, Sunbelt Medical for drugs and IV catheters, Myco Supply for oxygen, AlSCO for linen, and Zoll Medical for monitor supplies/equipment. These vendors have the overall lowest cost to Lenoir County.



**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.** 1161 .

Resolution Authorizing FY 2008-09 Purchase Orders for the Emergency Medical Division's  
Vehicle Maintenance: \$15,000

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorization for vehicle maintenance purchase orders up to and including the amount approved in the Emergency Medical Services Non-Emergency Transport Division's FY 2008-09 operating budget line item to ensure the fleet of vehicles are properly maintained. Account No.: 10-4333-3530

**HISTORY/BACKGROUND:**

All purchase orders in the amount of \$2,500.00 and greater require the Board's approval. The Emergency Medical Service Division uses Popes Automotive for maintenance. During the last four years this company has been the vendor for all vehicle maintenance and provided the most competitive price for the county.

**EVALUATION:**

The requested action is necessary in order to properly encumber monies the Board previously approved in the County's Budget Ordinance for the EMS service for FY 2008-09.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

INITIALS

**RESOLUTION/ORDINANCE: NOW, THEREFORE, BE IT RESOLVED**

by the Lenoir County Board of Commissioners that the Emergency Medical Services Division be authorized to execute purchase orders up to an amount totaling \$15,000.00 for vehicle maintenance approved in the EMS Non-Emergency Transport Division's FY 2008-09 operating budget. Account No. 10 4333 3530

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 06/16/2008 **ITEM** 16M.

Resolution Authorizing Payment for the Medical Director's Contract: \$18,000

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorization for payment of \$18,000.00 to Emergency Medical Physicians for the Emergency Medical Service Division's Medical Director. Account No.:10-4332-6900

**HISTORY/BACKGROUND:**

The contract for the Emergency Medical Divisions Medical Director was initially approved by the board in FY 2001-2002. This contract is renewable annually and requires the boards' approval to execute a purchase order.

**EVALUATION:**

The requested action is necessary in order for the Emergency Medical Services Division to operate with a Medical Director.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

INITIALS

**RESOLUTION/ORDINANCE: NOW, THEREFORE, BE IT RESOLVED**

by the Lenoir County Board of Commissioners that the Emergency Medical Services Division be authorized to execute a purchase order for the Medical Director's contract approved in the EMS Division's FY 2008-09 operating budget (account # 10 4332 6900).

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 16N.

Resolution Authorizing FY 2008-09 Purchase Orders for the Emergency Medical Division  
Uniform Purchases: \$25,000

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorization for medical supply purchases for the amount of \$25,000.00 in the Emergency Medical Service Division's FY 2008-09 operating budget line item to purchase uniforms. Budget Line Item No.: 10-4332-2120

**HISTORY/BACKGROUND:**

Uniforms need replacing every fiscal year to ensure employees maintain a professional appearance.

**EVALUATION:**

Staff recommends purchasing uniforms from American Uniforms. The EMS Division has purchased from this company for the last six years. They currently have the most competitive price on uniforms.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

INITIALS

**RESOLUTION/ORDINANCE: NOW, THEREFORE, BE IT RESOLVED**

by the Lenoir County Board of Commissioners that the Emergency Medical Services Division be authorized to execute purchase orders up to an amount totaling \$25,000.00 for uniform purchases approved in the EMS Division's FY 2008-09 operating budget (account # 10 4332 2120).

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST

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Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.** 1160 .

Resolution Authorizing FY 2008-09 Purchase Orders for the Emergency Medical Division's  
Vehicle Maintenance: \$60,000

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorization for vehicle maintenance purchase orders up to and including the amount approved in the Emergency Medical Services Division's FY 2008-09 operating budget line item to ensure the fleet of vehicles are properly maintained. Account No.: 10-4332-3530

**HISTORY/BACKGROUND:**

All purchase orders in the amount of \$2,500.00 and greater require the Board's approval. The Emergency Medical Service Division uses Popes Automotive for maintenance. Select Custom Apparatus is the vendor for ambulance conversion needs. West Chatham Warning is the vendor for emergency lighting. During the last six years these companies have been the vendors for all vehicle maintenance needs and have provided the most competitive pricing for the county.

**EVALUATION:**

The requested action is necessary in order to properly encumber monies the Board previously approved in the County's Budget Ordinance for the EMS service for FY 2008-09.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

INITIALS

**RESOLUTION/ORDINANCE: NOW, THEREFORE, BE IT RESOLVED**

by the Lenoir County Board of Commissioners that the Emergency Medical Services Division be authorized to execute purchase orders up to an amount totaling \$60,000.00 for vehicle maintenance approved in the EMS Division's FY 2008-09 operating budget (account # 10 4332 3530).

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                                  Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 16P.

Resolution Authorizing FY 2008-09 Purchase Orders for the Emergency Medical Division  
Medical Inventory: \$120,000

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorization for medical supply purchases for the amount of \$120,000.00 in the Emergency Medical Services Division's FY 2008-09 operating budget line item to ensure an adequate medical supply inventory for the county-operated EMS service (ambulance). Budget line item no.: 10-4332-2390

**HISTORY/BACKGROUND:**

Medical supplies are purchased from three different vendors. General medical supplies, i.e., oxygen masks, c-collars and trauma dressings are purchased from one vendor. Drugs, i.e. diltiazem, amiodarone, and diphenhydramine are purchased from a second vendor and monitor supplies and equipment from a third.

**EVALUATION:**

Staff recommends purchasing medical supplies from Tri-anim Health Care Services and Henry Schein/Matrix Medical for regular medical supplies, Sunbelt Medical for drugs and IV catheters, Myco Supply for oxygen, AlSCO for linen, and Zoll Medical for monitor supplies/equipment. These vendors have the overall lowest cost to Lenoir County.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

INITIALS

**RESOLUTION/ORDINANCE: NOW, THEREFORE, BE IT RESOLVED**

by the Lenoir County Board of Commissioners that the Emergency Medical Service Division be authorized to execute purchase orders up to an amount totaling \$120,000.00 for medical supply inventory purchases approved in the EMS Division's FY 2008-09 operating budget (account # 10 4332 2390).

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman

06/16/08  
Date

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ATTEST

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Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** MA.

Resolution Approving Increase in DSS Board Members' Remuneration

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to approve an increase in the remuneration for Social Services' Board Members from \$15 to \$100 per month and from \$25 to \$150 per month for the Chairperson.

**HISTORY/BACKGROUND:**

Payments for DSS Board Members have remained unchanged for many years and an increase is well overdue. In comparison, Board members at the Elections Office earn \$2,953 per year while the Chairman earns \$3,920. Likewise, the ABC Board members earn \$55 monthly while the Chairman earns \$200 monthly.

**EVALUATION:**

This request is most reasonable in light of the complexity and the magnitude of the duties and responsibilities of a Social Services Board Member. Board Member remunerations are more than 60% reimbursable from Federal and State funds.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

\_\_\_\_\_  
**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners approves an increase in the remuneration for Social Services' Board Members from \$15 to \$100 per month and from \$25 to \$150 per month for the Chairperson.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 17B.

Resolution Approving Blanket Purchase Order for System Sales: \$2,500

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to authorize the Social Services Director to execute a blanket purchase order for \$2,500 to Systems Sales Company, Inc. for file folders, TabQuik labels and the maintenance support agreement for TabQuik Software.

**HISTORY/BACKGROUND:**

The case record labeling process at DSS was automated in 2004 through the purchase of TABQuik software from Systems Sales Company, Inc. The system is easy to use, more professional looking and it also included installation in four locations within the agency and four printers.

The blanket PO will cover the cost of a \$200 maintenance agreement, file folders and TabQuik labels.

**EVALUATION:**

This blanket purchase order is necessary in order to accomplish the day to day work activities at DSS.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

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**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners approves a blanket purchase order for System Sales, Inc.: \$2500.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 17C.

Resolution for Blanket Approval of Adoption Assistance Requests for Vendor Payments

**SUBJECT AREA:** Financial

**ACTION REQUESTED**

The Board is requested to give the Director of Social Services blanket approval to authorize Adoption Assistance vendor payments for eligible children.

**HISTORY/BACKGROUND:**

Vendor payments are allowable costs on behalf of children who are eligible for adoption assistance under any of the three funding categories, which are IV-E Adoption Assistance, IV-B Adoption Assistance and State Adoption Assistance. The maximum payment per child is \$2400 for any combination of medical and non-medical services or treatment not covered by any medical insurance program. The required county financial participation rate is 25% for children who participate in the IV-B and IV-E Adoption Assistance Programs; there is no county financial participation for vendor payments for children covered under the State Adoption Fund.

Currently, DSS will encumber up to \$2400 on several different vendors that provide various services. However, since several of the adoptive parents use the same vendors, there is a potential for more than \$2500 to be spent per vendor. This resolution will waive the need to bring back to the Board any request that exceeds the \$2500 purchase order limit.

**EVALUATION:**

Funding is available to access Special Needs Services for adoptive children. A doctor or other professional such as a psychiatrist, psychologist, etc. must certify requests for Special Needs Services. This resolution will enable these services to be provided in a more timely manner since the DSS director will not have to go to the Board each time the \$2500 limit is exceeded.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

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**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners gives the Director of Social Services blanket approval to authorize Adoption Assistance vendor payments for eligible children.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr. Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 170.

Resolution Approving Contract and Purchase Order with the Business Development Center:  
\$4,500

**SUBJECT AREA:** Financial/Personnel

**ACTION REQUESTED:**

The Board is requested to authorize the Social Services Director to execute a purchase order and contract with the Business Development Center for lease of meeting space for July 1, 2008 through June 30, 2009.

**HISTORY/BACKGROUND:**

The Lenoir County Work First Plan requires that job training classes, and pre-employment training be provided for families receiving Work First Family Assistance, families receiving Children's Protective Services, and families with income below 200% of the federal poverty limits. DSS uses the Strive Program to address attitudes and behaviors of recipients.

The Strive Program requires approximately 510 square feet of meeting space, preferably with a telephone and Internet access availability. DSS needs this space Monday through Friday from 9:00 AM to 4:00 PM at least three weeks of every month and two evenings per week. Adequate space for these program activities is not available at the DSS agency and the department has been unable to locate space in other County or community facilities that would be available on a regular basis. DSS is therefore proposing to continue to contract with the Business Development Center to lease space at \$375 monthly July 1, 2008 through June 30, 2009 for the Strive Program. The monthly rental fee includes telephone and Internet access.

**EVALUATION:**

The additional space is needed to fully implement the local Work First Plan for FY 07-09. The Business Development Center is located in close proximity to 70% of local Work First participants, making it very convenient for our clients and reducing program transportation costs.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval as space is not otherwise available and this contract includes heating and cooling, utilities, Internet access, and the use of an additional conference room if needed.

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**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners authorizes the Social Services Director to execute a contract and purchase order with the Business Development Center for FY 08-09: \$4,500.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** ME.

Resolution Approving Purchase Order and Contract with Thomas Hill of  
Thomas Service Center: \$7,530

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to authorize the Social Services Director to execute a purchase order and contract with Thomas Hill of Thomas Service Center for lease of a storage facility adjacent to the DSS building.

**HISTORY/BACKGROUND:**

The elimination of the county storage facility on McLewean Street in 2002 created a dire need for adequate long-term storage space for Social Services to house records, equipment, etc. Social Services is therefore contracting with Thomas Hill of Thomas Service Center to lease a 1944 square foot building across the street from DSS. Note that six (6) vendors were previously contacted concerning rental space and Mr. Hill offered the most competitive rate (22¢ per square foot or \$427.50 per month) for those located in the DSS vicinity.

DSS began contracting with Thomas Hill in April 2004 and the rate remains the same for FY 2008-09. DSS will also be responsible for utilities at this location that run \$200 or less monthly.

**EVALUATION:**

This is a one (1) year contract renewable with modification annually and is necessary to maintain DSS records and equipment.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

\_\_\_\_\_  
**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners authorizes the Director of Social Services to execute a purchase order and contract totaling \$7530 with Thomas Hill of Thomas Service Center for lease of a storage facility adjacent to the DSS building for FY 08-09.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 17F.

Resolution Approving Purchase Order with Anza Mailing Systems (NeoPost): \$7,980

**SUBJECT AREA:** Purchases/Bids

**ACTION REQUESTED:**

The Board is requested to authorize the Social Services Director to execute a purchase order with Anza Mailing Systems (NeoPost) for lease and maintenance on a postage mailing system effective July 1, 2008 through June 30, 2009.

**HISTORY/BACKGROUND:**

DSS contracts with Anza Mailing Systems for the lease of a postage machine at a rate of \$7980 yearly. These costs include charges for all equipment, meter rental, maintenance and rate change protection, as well as a desktop folder/insertor for mass mailings.

**EVALUATION:**

This agreement is necessary in order to accomplish the day to day work activities at DSS that include the processing of over one hundred and six thousand pieces of outgoing mail annually.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

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**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners authorizes the Director of Social Services to execute a purchase order with Anza Mailing Systems (NeoPost) for lease and maintenance on a postage machine at a cost of \$7,980 yearly for FY 08-09.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST

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Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 176.

Resolution Approving Contract for Commodities Distribution for Fiscal Year 2008/09: \$8,500

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to approve a contract and purchase order between the Lenoir County Department of Social Services and Kinston Armory Commission for the coordination of the Commodity Foods Program in Lenoir County.

**HISTORY/BACKGROUND:**

DSS historically contracts with the National Guard Armory for the distribution of USDA surplus commodities. The Department is planning four issuances in the upcoming fiscal year and the costs of the contract are 100% reimbursable by USDA-no local match required. Costs are for the actual administration, storage and distribution costs incurred by the Kinston Armory Commission in the amount of up to (18%) of the total value of products distributed, not to exceed \$8,500 annually.

**EVALUATION:**

This resolution is necessary for the continuation of the Commodity Foods Program in Lenoir County and is effective July 1, 2008 through June 30, 2009. Generally, the Guard uses the moneys paid under this contract for some charitable purpose.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

\_\_\_\_\_  
**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners approves a contract between the Lenoir County Department of Social Services and Kinston Armory Commission for fiscal year 2008/09 for the coordination of the Commodity Foods Program in Lenoir County not to exceed \$8,500.

Account # 105362.4970

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 174.

Resolution Approving Contract between Lenoir County Department of Social Services and North Carolina Department of Health and Human Resources, Division of Services for the Blind:  
Fiscal Year 2008/09: \$10,271

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to authorize the Social Services Director to execute a contract with the North Carolina Department of Health and Human Resources, Division of Services for the Blind effective July 1, 2008 through June 30, 2009.

**HISTORY/BACKGROUND:**

Each year the County is drafted its share of the costs of Services to the Blind. This includes Special Assistance for the Blind, Chore Services and Blind Services Salary Administration. The County portion for Fiscal Year 2008/09 is \$10,271.

**EVALUATION:**

This will be a one (1) year contract, renewable with modification annually and is necessary to continue Blind Services through DSS in Lenoir County.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

\_\_\_\_\_  
**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners authorizes the Director of Social Services to contract with the North Carolina Department of Health and Human Resources, Division of Services for the Blind, for Blind Services through Lenoir County DSS for fiscal year 2008/09: \$10,271.

Account #105356.4970

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 171

Resolution Approving Contract and Purchase Order with  
Enterprise Rent-A-Car: \$20,000

**SUBJECT AREA:** Financial

**ACTION REQUESTED**

The Board is requested to authorize the Social Services Director to execute purchase orders and contracts with Enterprise Rent-A-Car for lease of vehicles for FY 08-09.

**HISTORY/BACKGROUND:**

The Medicaid program requires DSS to assist Medicaid recipients with transportation to obtain necessary non-emergency medical services when requested. For out-of-town trips, DSS seeks the most cost efficient means of transport. DSS contracts with Enterprise Rent-A-Car when it is the most cost effective means for trips over 50 miles or trips to multiple out-of-county appointments.

DSS will also contract with Enterprise Rent-A-Car for out-of-county work-related travel for DSS staff on an as-needed basis. This will reduce travel costs and Medicaid costs as well.

**EVALUATION:**

This contract is necessary in order to provide continued transportation services for Medicaid recipients and to reduce travel expenditures for DSS staff.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

\_\_\_\_\_  
**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners authorizes the Social Services Director to execute a contract and purchase order with Enterprise Rent-A-Car for FY 08-09: \$20,000.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr. Chairman      06/16/08  
Date

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ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 175.

Resolution Approving Contract with Salvation Army: \$20,744

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to authorize the Social Services Director to contract with the Salvation Army to administer the Crisis Intervention, Share the Warmth and Energy Neighbor Programs in FY 2008/09.

**HISTORY/BACKGROUND:**

In prior years, DSS has contracted with a temp agency or an individual to take and process crisis related applications for needy individuals. For FY 2008/09, DSS will contract with the Salvation Army (3<sup>rd</sup> consecutive year) to take and process applications for the Crisis Intervention, Share the Warmth and Energy Neighbor programs to assist low income families with heating or cooling related crises.

An initial allocation of up to \$25,000 for Crisis Intervention payments to clients and up to the maximum allocation for Energy Neighbor and Share the Warmth programs will be paid upon approval of the contract. Subsequent cash advances will be made upon written request based on the availability of funding, spending patterns, or weather conditions.

An initial allocation not to exceed \$20,744 or the State allocation will be paid to the Salvation Army upon approval of the contract for administrative expenses.

**EVALUATION:**

This will be a one (1) year contract and is necessary in order to administer the CIP, Energy Neighbor and Share the Warmth programs through DSS. No county funds are included in either payments to clients or the administrative costs.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

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**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** by

the Lenoir County Board of Commissioners that the Social Services Director is authorized to contract with the Salvation Army to administer the Crisis Intervention, Share the Warmth and Energy Neighbor Programs in FY 2008/09: \$20,744.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman 06/16/08  
Date

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ATTEST

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Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 17K.

Resolution Approving Copier, Fax, & Printer Services Purchase Order with  
Coeco Office Systems: \$32,051

**SUBJECT AREA:** Purchases/Bids

**ACTION REQUESTED**

The Board is requested to authorize the Social Services Director to execute purchase orders with Coeco Office Systems for FY 2008-09 for copier, duplex and fax lease/maintenance, maintenance on the agency-owned Ricoh Priport VT-2200 duplicator, and copier and Priport overages.

**HISTORY/BACKGROUND:**

DSS is in the process of completing a Request for Proposal for the lease of office equipment that includes copiers, fax machines and printers. Imaging services (that DSS does not currently have) will be included in the RFP. In the interim, however, we will continue with the current vendor, Coeco, until the RFP is completed and a new contract awarded and/or our contract with them expires.

Lenoir County DSS contracts with Coeco for the lease of copiers for the agency. Coeco Office Systems provides copier services at the rate \$8850 annually on a volume of 606,000 copies with an overage rate of \$.0085 cents per copy. Coeco also offers a 48-month lease/maintenance price of \$735 yearly for two (2) Ricoh 2050L Fax machines for high volume users. The cost of maintenance on the Ricoh Priport VT-2200 that DSS owns is \$641 annually. And, DSS has budgeted a total of \$1,115 for copier and Priport overages for FY 08-09.

DSS replaced the old dot matrix printers with laser printers so that forms could be downloaded (since the State of North Carolina is no longer printing the majority of forms used by DSS). Costs for these printers, duplexes and maintenance services are \$14,460 yearly with \$6,250 budgeted to cover costs of cartridges for the printers.

**EVALUATION:**

Lenoir County DSS has contracted with Coeco for the past several years and has found their prices and services to be very satisfactory.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

\_\_\_\_\_  
**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners authorizes the Social Services Director to execute a contract and purchase order with Coeco Office Systems for FY 08-09 (until an RFP is completed and new contract awarded and/or our contract with them expires) for copier, fax, duplicator and printing services and supplies.

Account #105310.3520 Maintenance to Equipment \$25,801  
Account #105310.2600 Supplies \$ 6,250

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman      06/16/08  
Date

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ATTEST

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Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 174.

Resolution Approving Purchase Order and Contract with Drake Janitorial Service, Inc.:  
FY 08-09: \$33,726

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to authorize the Social Services Director to execute a purchase order and contract with Drake Janitorial Service, Inc. for maintenance of the Social Services building located at 130 W. King St., Kinston, NC effective July 1, 2008 through June 30, 2009.

**HISTORY/BACKGROUND:**

Janitorial services at DSS changed from direct staff to contracted services effective July 1, 2003. Drake Janitorial has agreed to continue their services at a modest 1.5% increase of \$2,810.50 per month for general cleaning (includes cleaning supplies) to be done five times per week. This includes a person to work from 8:30 AM to 4:30 PM as well as a night crew to complete duties that cannot be accomplished during regular work hours.

**EVALUATION:**

This is a one (1) year contract renewable with modification annually and is necessary to maintain the DSS building.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

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**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners authorizes the Director of Social Services to execute a purchase order and contract totaling \$33,726 to Drake Janitorial Service, Inc. for Fiscal Year 2008/09 for maintenance of the DSS building.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

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Paul H. Taylor, Jr., Chairman

06/16/08  
Date

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ATTEST

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Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 17M.

Resolution Approving Blanket Purchase Order for the following:  
Floors and Courts: \$6,000  
Corporate Resources: \$35,000

**SUBJECT AREA:** Purchases/Bids

**ACTION REQUESTED:**

The Board is requested to authorize the Social Services Director to execute blanket purchase orders for \$6,000 to Floors and Courts and \$35,000 to Corporate Resources for fiscal year 2008/09.

**HISTORY/BACKGROUND:**

DSS historically executes blanket purchase orders for miscellaneous office and maintenance supplies at the beginning of the fiscal year. County Department representatives have met with representatives of Floors and Courts and Corporate Resources and both have offered competitive prices.

**EVALUATION:**

These blanket purchase orders are necessary in order to accomplish the day to day work activities at DSS.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

\_\_\_\_\_  
**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners approves blanket purchase orders for the following:

Floors and Courts: \$6,000  
Corporate Resources: \$35,000

Account #105310.3500  
Account #105310.2600  
Account #105310.3410

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 17N.

Resolution Authorizing Contract with Lenoir County Sheriff's Office for FY 08-09: \$50,000

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to authorize the Social Services Director to contract with the Lenoir County Sheriff's Office for a full-time Deputy.

**HISTORY/BACKGROUND:**

In previous years the Lenoir County Department of Social Services initiated a Memorandum of Understanding with the Lenoir County Sheriff's Office whereby all Child Support legal documents requiring service by the Sheriff's Office required a \$15 service fee for service attempted or perfected. This year, as in the previous two fiscal years, DSS will contract with the Sheriff's Office for a dedicated Deputy to serve papers, work DSS court, and locate absent parents in the Child Support Program.

Funds have been budgeted for the Deputy's salary, fringes, Christmas bonus and longevity pay, uniforms, guns, radio and vehicle fuel/maintenance. Revenues from the State and Federal Governments are available at 66% making the total County costs approximately \$17,000.

**EVALUATION:**

This contract is necessary in order to accomplish the day to day work activities within the Child Support Unit.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

\_\_\_\_\_  
**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners authorizes the Social Services Director to contract with the Lenoir County Sheriff's Office for a dedicated Deputy for FY 2008-09: \$50,000.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST                                  Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 170.

Resolution Approving a Contract with L.I.F.E. of North Carolina, Inc.: \$60,000

**SUBJECT AREA:** Financial

**ACTION REQUESTED**

The Board is requested to approve a resolution to continue to contract with L.I.F.E. of North Carolina, Inc. to provide Job Placement, Job Readiness, Job Development and Job Coaching services through its STRIVE program for Work First clients.

**HISTORY/BACKGROUND:**

L.I.F.E. of North Carolina is a non-profit group that offers Job Placement, Job Readiness, Job Development and Job Coaching services for Work First clients at DSS through the STRIVE Program. This is a nationally recognized program with a long history of successfully helping welfare recipients to find and maintain employment.

The STRIVE Program focuses on changing individual attitudes away from welfare dependence and toward self-sufficiency through sustained and successful employment. L.I.F.E. of North Carolina contracts with many eastern North Carolina DSS's and has been an important partner with these counties in successfully meeting their Work First goals.

**EVALUATION:**

Funds not to exceed \$60,000 were budgeted for Fiscal Year 08-09 to contract with a vendor to provide Job Placement, Job Readiness, Job Development and Job Coaching services for Work First clients at DSS. L.I.F.E. of North Carolina will provide a team of professionals to provide these services for the duration of this contract. At no additional costs, L.I.F.E. of North Carolina staff will work with the participant to continually improve his/her work skills and to help the individual to qualify for a promotion with his/her current employer or to find higher paying work with another employer. These two-year follow-up services have been an important element to the success of this program. This unique package of services is not available through a Lenoir County vendor at this time. The Lenoir County Work First Planning Committee selected this group for the provision of these services based on recommendations from DSS's in surrounding counties and from our Work First Program Consultant with the Division of Social Services. DSS originally contracted with L.I.F.E. of North Carolina in FY 06-07.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

\_\_\_\_\_  
**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners authorizes the Social Services Director to contract with L.I.F.E. of North Carolina, Inc. to provide Job Placement, Job Readiness, Job Development and Job Coaching services for Work First clients through its Strive program effective July 1, 2008 through June 30, 2009.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr. Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 179.

Resolution Approving and Authorizing the Out-Posting of Income Maintenance Caseworkers at Lenoir Memorial Hospital and the Lenoir County Health Department: \$69,091

**SUBJECT AREA:** Financial/Personnel

**ACTION REQUESTED:**

The Board is requested to approve and authorize the out-posting of two (2) Income Maintenance Caseworkers at Lenoir Memorial Hospital and one (1) Income Maintenance Caseworker at the Lenoir County Health Department. Lenoir Memorial Hospital and Lenoir County Health Department will reimburse DSS 50% of the non-federal share of these positions.

**HISTORY/BACKGROUND:**

Lenoir Memorial Hospital and DSS entered into a mutual agreement on July 1, 1989 establishing an Income Maintenance Caseworker position at the hospital with the intent to provide maximum services and assistance to persons who need medical services and financial assistance in paying for these services. A second position was added at a later date. DSS and the Lenoir County Health Department entered into a mutual agreement on August 15, 1993 establishing an Income Maintenance Caseworker position at the Health Department with the same intent and purpose. The Hospital and Health Department reimburse DSS 50% of the non-federal share of these positions. This is an approximate \$2,696 increase over last year due to salary increases.

**EVALUATION:**

This resolution is necessary to continue the timely initiation and processing of Medicaid applications taken at Lenoir Memorial Hospital and the Lenoir County Health Department. These Memoranda of Understanding are effective July 1, 2008 through June 30, 2009 and modifications require the consent of all parties.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

INITIALS

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners approve and authorize the out-posting of two (2) Income Maintenance Caseworkers at Lenoir Memorial Hospital and one (1) Income Maintenance Caseworker at the Lenoir County Health Department for FY 08-09 with the Hospital and Health Department reimbursing DSS 50% of the non-federal share of these positions: \$69,091

Account #103535.0150 Lenoir Memorial Hospital  
Account #103535.0160 Lenoir County Health Department

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 170

Resolution Approving Work First Demonstration Grant for FY 2008-09: \$100,000

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to approve a Work First Demonstration Proposal in the amount of \$100,000 to be used to increase client participation rates in the Work First Program.

**HISTORY/BACKGROUND:**

In March 2008 Lenoir County DSS submitted its Work First Demonstration Project proposal for State Fiscal Year 2008-09. The purpose of these projects is to increase the work participation rates in each county, which in turn will help North Carolina meet the required Work First participation rates.

Lenoir County DSS submitted a proposal by the May 31, 2008 deadline that included

- demonstration project goals
- outcome measures DSS intends to use
- implementation plans on how to increase participation rates
- details of how the proposal will enhance current service delivery
- timeframe for implementation
- description of collaboration with community partners
- detailed budget expenditures to support the grant proposal.

In determining the amount of funding awarded, consideration is given to the Work First adult caseload size and the average All-Family participation rate for our county.

With the non-match Work First Demonstration Project moneys Lenoir County DSS aims to increase our all-family participation rate by 5% to 54% and to maintain 100% participation rate for our two-parent cases. The agency plans to contract with a local temporary employment agency to provide (1) a job coach for Work First participants who are unable to obtain or maintain employment after completing the STRIVE class, and (2) an additional Human Resource Placement Specialist to provide employment case management services to Work First applicants. The agency also plans to contract with the Lenoir County Transit System to provide after-hours work-related transportation for Work First applicants and recipients. The provision of after-school and summer activities for the teenaged children of Work First recipients is planned along with the expansion of the STRIVE programs to include job placement and job search activities for Work First applicants.

**EVALUATION:**

This is a one-year demonstration grant that requires no in-kind or county funds match. All of the services, staff, and activities included in the grant project are intended to complement and enhance current Work First service delivery and increase the Work First participation rate in Lenoir County.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

\_\_\_\_\_  
**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners approves a Work First Demonstration Grant in the amount of \$100,000 to be used to increase client participation rates in the Work First Program in Lenoir County.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman

06/16/08  
Date

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 17R

Resolution Approving Contract with Vanguard Professional Staffing: \$215,000

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to approve a budget resolution for a continuation of the contract with Vanguard Professional Staffing for Social Workers and Income Maintenance Caseworkers at DSS as well as Program Specific training.

Account # 105310.3950 Employee Training	\$ 40,000
Account # 105310.3930 Temporary Employees	\$ 75,000
Account # 105350.4988 Work First Demonstration Grant	\$100,000

**HISTORY/BACKGROUND:**

In an effort to assist with continual recruitment, retention and quality assurance, the DSS Board is seeking to temporarily contract with Vanguard Professional Staffing for Social Workers and Income Maintenance Caseworkers to staff vacancies in the Child Welfare Program, Work First Services and Economic Services. Vanguard offers temporary experienced employees to cover vacancies for full-time or part-time schedules.

Protecting and serving abused and neglected children is a difficult, stressful, and litigious, but very important role of County Government and Social Services. Systems must be in place to recruit and retain sufficiently trained and qualified Social Workers to serve and protect abused and neglected children in Lenoir County. Vanguard will be used to staff long-term absences and difficult-to-fill vacancies.

DSS has numerous vacancies in the Work First and Economic Services Divisions that have proven difficult to fill. Vanguard has agreed to provide qualified temporary Income Maintenance Caseworkers to work in the Medicaid and Food Stamp programs as necessary. Temporary caseworkers will also be provided to implement the Work First Demonstration Grant that will enhance efforts to meet the Federal participation rates required by Federal law.

In addition to filling vacancies with temporary staff, Vanguard will also train newly hired staff as well as current staff in all programs in the Economic Services Division. Training sessions can last from three to four weeks for new hires as well as two to three day program-specific workshops for regular staff.

**EVALUATION:**

Lenoir County DSS has contracted with Vanguard Professional Staffing for the last several years and has found their services satisfactory and this contract is necessary in order to accomplish the day to day work activities in several units within the agency.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

\_\_\_\_\_  
**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that a continuation of the contract with Vanguard Professional Services be approved for Staffing for Social Workers and Income Maintenance Caseworkers at DSS as well as Program Specific training: \$215,000.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 178.

Resolution Approving Contracts for Legal Services:  
Dal Wooten & Chris Rogerson- Not to exceed \$150,000 annually  
Griffin and Griffin and Annette Strickland --Not to exceed \$80,000 annually  
Griffin and Griffin—Not to exceed \$500 annually

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to authorize the Social Services Director to execute contracts for legal services with Dal Wooten, Chris Rogerson, Robert Griffin and Annette Strickland for Fiscal Year 2008-09.

**HISTORY/BACKGROUND:**

Lenoir County Department of Social Services historically contracts with Griffin and Griffin to provide legal services for the agency in the provision of protective services for abused, neglected and dependent children or adults and for termination of parental rights. Attorney Griffin's rate is \$90 per hour. A secondary contract is necessary for the continuity of legal services when the primary attorney is unavailable, in cases where a conflict-of-interest may arise for the primary attorney, and during times when the Department and the primary attorney are faced with a high volume of Child Welfare cases. The secondary provider of these services is Annette Strickland at a rate of \$70 per hour. Charges for both attorneys are not to exceed \$80,000 in FY 2008-09. The department also contracts with Griffin and Griffin to provide administrative/legal services in personnel and other matters at the same rate and not to exceed \$500 during the fiscal year.

Dal Wooten, Attorney at Law, is the primary provider and Chris Rogerson is the secondary provider of legal services for the department in the provision of Child Support services. Mr. Wooten served five years as the secondary provider before becoming the primary provider of Child Support legal services in 1997. The hourly rate for both is \$90 not to exceed \$150,000 in FY 2008-09.

**EVALUATION:**

This will be a one (1) year contract subject to acceptable performance of the contractor and renewable with modification annually. The state/federal reimbursable share is approximately 87.5% for protective services, 66% for child support and 61% for personnel/administrative services.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

\_\_\_\_\_  
**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners authorizes the Social Services Director to execute contracts and purchase orders for legal services with Robert Griffin, Dal Wooten, Chris Rogerson and Annette Strickland for Fiscal Year 2008-09 not to exceed \$80,000 for Child Welfare and Adult Services, \$500 for personnel/administrative services and \$150,000 for Child Support.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 177.

Resolution Approving Services Contracts for Fiscal Year 2008/09:  
Interim Health Care: \$247,505

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to approve a service contract for Interim Health Care to provide in-home aide services to clients referred by the Lenoir County Department of Social Services effective July 1, 2008 through June 30, 2009.

**HISTORY/BACKGROUND:**

DSS contracts with an In-Home Aide service provider for in-home or chore services for aged and/or disabled adults. In-Home Aide Services means the provision of care for a person or assistance to persons by performing home management or personal care tasks that are essential to daily living. Such tasks are performed to enable individuals to remain in their own homes when they are unable to carry out the activities of daily living for themselves and when no responsible person is available for these tasks. In Lenoir County, Level I chore services are provided by the Council on Aging and Level II and III are provided by the Department of Social Services.

The Lenoir County Board of Social Services awarded the In-Home Aide Services Contract to Interim Health Care on April 26, 2007. (Note: In-Home Aide Services are required to be bid every other year.) Interim Health Care agreed to provide these services to clients referred by the Lenoir County Department of Social Services at a unit cost of \$12.50 for both Level II and Level III In-Home Aide services. These services are funded by allocations from the Home and Community Care Block Grant, State In-Home, and Social Services Block Grant funding sources.

Approximately 26 citizens were provided chore services during fiscal year 2006/07 that would otherwise not have received care or may have required higher cost institutionalization.

**EVALUATION:**

This will be a one (1) year contract renewable with modification annually, subject to acceptable performance of the contractor. The contractor has provided acceptable services at a competitive price for eight years.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

\_\_\_\_\_  
**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the County Director of Social Services is authorized to execute a one (1) year contract and purchase order with Interim Health Care to provide In-Home or Chore services to clients referred by the Lenoir County Department of Social Services effective July 1, 2008 through June 30, 2009 at a cost not to exceed \$247,505.

Funding Account #105321.4972 SSBG  
#105330.4970 State In-Home  
#105332.4010 HCCBG

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST                      Date

Resolution Approving Provider Agreements for  
Subsidized Day Care: \$3,121,997

**SUBJECT AREA:** Financial

**ACTION REQUESTED**

The Board is requested to authorize contracting with the following current listing of individual child care providers and child care centers (list is subject to change monthly) to provide subsidized child day care in Lenoir County effective July 1, 2008 through June 30, 2009:

Amazing Giants	Little Saints Day Care
ABC 1-2-3 Academy	Deep Run Child Care
Children Village Academy Day Camp/After School	Bright Beginnings
Anne's Little Angels Home	Dean's Friendly Day Care
A To Z Child Care	Barb's Loving Arms
Emma Lee Clark	Little Footprints Child Care
Aaron's Playground	Little Ke Ke's Day Care
Greene Lamp Head Start Highland House	Clem's Christian Child Care
Country Kids, Inc.	Clara Mumford
Kid City Child Care	Waine's DayCare
Doris' Little Darlings	Discovery Land, Inc.
Peach Tree Play School	Precious Angels Day Care
Falling Creek Day Care	Farmer N Dell
New Beginning Christian Child Care	Pat's Day Care #2
Heart to Heart	Esther Ingram
Pink Hill Child Care Center	Jacob's Little Giants
Kidz R Us Child Care Center	Laura's Together Time
Madlena Lawson	Nettie Carr
Sandi's Child Care	Nell's Day Care
D. S. Simmons Academy	East Hill Day Care
Star Day Care	Kinston Child Care Center
LaGrange Day Care	LaGrange United Methodist
River of Life	Taylor's Day Care Home
Penny's Day Care	Miss Charlie's Child Care
Linda's Family Child Care	Little Miracles Child Care
Little Peoples Day Care	Liz's Child Care
Lora's Child Care	Order My Steps Day Care
Pat's Day Care #1	Peach Tree Kids Club
New Season Community Development	S&S Development Center
Small World Child Care Center	Inspirational Faith and Hope
Tots of Blessings Day Care	The Play Palace Child Care
Alpha & Omega Christian	Cheryl's Country Kids
Children's Land Child Care	Wanda's Little Hands
Wee Are the World Child Care	Kids Academy Day Care
Wonderland Christian Child Care	Kids Incorporated
Lil Tots Nursery and PreSchool	Tender Love Child Care
New Beginnings Home Child Care	Mary W. Jones
Small Wonders Day Care	M&E Wonderland
Miracles Wonderland	Nanny's
Nancy Wade	Charlie's Angels Child Care

**HISTORY/BACKGROUND:**

Child Care funding in Lenoir County and the State of North Carolina has expanded enormously since 1990 when the allocation for Lenoir County was only \$219,000. For fiscal year 2008/09, Lenoir County's allocation for the Child Care Developmental Fund and Smart Start Fund together is over three million state and federal dollars. In order to receive payments from DSS providers must abide by state and federal regulations.

**EVALUATION:**

This will be a one- (1) year contract, renewable with modification annually, subject to acceptable performance of the individual contractor. The staff will not bring back before the Commissioners any changes to the list of providers.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

\_\_\_\_\_  
**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners authorizes contracting with the current listing of individual child care providers and child care centers (list is subject to change monthly) to provide subsidized child day care in Lenoir County effective July 1, 2008 through June 30, 2009: \$3,121,997

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_  
Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr. Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST                      Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.:** 18A.

Resolution Approving Acceptance of Additional Capital Funding from NCDOT Community Transportation Grant: \$41,959

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:**

Approve acceptance of additional Capital Funding from NCDOT Community Transportation Grant in the amount of \$41,959

**HISTORY/BACKGROUND:**

On October 16, 2006, the Lenoir County Board of Commissioners approved the FY 2007-2008 Community Transportation Grant both Administrative and Capital for Lenoir County Transit. The Administrative funding was in the amount of \$143,652 and the Capital funding was in the amount of \$33,291. The Capital funding was to replace a lift van that had over 100,000 miles which meets the replacement requirements of NCDOT. DOT evaluated the Kinston Bus Route and concluded that LCT needed a larger Light Transit Vehicle for this route because of increased ridership. With this, DOT increased our Capital funding by \$41,959 bringing our total Capital funding to \$75,250 with a 10% local match of \$7,525.

**EVALUATION:**

Beginning July 3, 2006, Lenoir County Transit began a Deviated Fixed Route better known as "Project Transit." This route has continued to increase since that day and continues to grow. North Carolina Department of Transportation (NCDOT) was aware of our increase in ridership with our route and sent a NCDOT Consultant to evaluate our progress with the route. After the evaluation was made, the DOT Consultant recommended to NCDOT that a 28ft Light Transit Vehicle was needed to accommodate the loop passengers instead of the 25ft LTV which seats 19 passenger or 17 passengers and 2 wheelchair stations. This 28ft LTV seats 24 passengers or 20 passengers and 2 wheelchair spaces. For FY 2007-2008, LCT was to receive a Lift Van to replace an older van, but after the NCDOT evaluation, the State approved a 28ft LTV. Approval of this resolution allows for the acceptance of the additional Capital Funding in the amount of \$41,959 and the eventual purchase of the needed 28ft LTV. The 28ft LTV will be purchased using NCDOT Community Transportation Grant Funding with a 10% local match, which is funded through the Sale of Mobile Advertising and Sale of Disposed Transportation Vehicles.





BUDGET ORDINANCE AMENDMENT: TRANSPORTATION FUND:  
 TRANSPORTATION ADMINISTRATION: \$41,959. INCREASE  
**LENOIR COUNTY, NORTH CAROLINA**

*Item 18B.*

**BUDGET AMENDMENT REQUEST**

FY 2007-2008  
 Appropriations

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

Distribution - Finance Office:

<b>FUND</b>	<b>DEPARTMENT</b>	<b>LINE ITEM DESCRIPTION</b>	
Transportation	Administration	Various	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>		<b>Check One Box</b> New Appropriation: <input type="checkbox"/> Line Item Transfer: <input checked="" type="checkbox"/>	
<b>REVENUES</b>		<b>EXPENDITURES</b>	
Account # and Title	Amount	Account # and Title	Amount
<b>Increase</b> 22-3453-3600 Reimb. State Vehicles	\$41,959	<b>Increase</b> 22-4510-5100 Capital Outlay - Equipment	\$41,959
<b>Total</b>	<b>\$41,959</b>	<b>Total</b>	<b>\$41,959</b>
Reason and Justification for Request: The budget revision is to increase Revenue approved by NCDOT and increase Expenditures to cover Capital expenses for the 28ft Light Transit Vehicle for FY 2007-2008 .			
Department Head Approval _____		Finance Officer Approval _____	
Date _____		Date _____	
Budget Officer Approval _____		Date _____	
Board Approval ( When Applicable) _____		Date of Minutes _____	
Date _____		Date of Minutes _____	



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

FY 2007 -2008  
Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
TRANSPORTATION		ADMINISTRATION/OPERATIONS		VARIOUS	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title		Amount	Account # and Title		Amount
<u>INCREASE</u>			<u>INCREASE</u>		
22-3452-3603	Rural Gen Public-Ticket Sales	11,500.00	22-4510-3530	Auto Supplies/Gas/Oil/Tires	33,995.00
22-3452-5101	Loop Fares	3,000.00	22-4510-4800	Rural General Public Trips	9,104.00
22-3452-5102	DSS Trips	100,110.00	22-4510-4801	Supplemental RGP	31,562.00
22-3452-5103	Council On Aging Trips	8,600.00	22-4510-4802	Employment Transportation	3,641.00
22-3453-3701	Fuel Reimbursement	42,450.00	22-4510-4803	Supplemental EMP	2,697.00
22-3839-8900	Sale of Mobile Advertising	680.00	22-4510-6330	Tax, Tags, Title	2,515.00
22-3991-9910	Fund Balance Appropriated	81,476.00	22-4510-6900	Contracted Services	1,310.00
			22-4511-1210	Salaries & Wages	13,450.00
			22-4511-1260	Sal/Wage Part-time No Benefits	70,000.00
			22-4511-1810	Employer-FICA	5,175.00
			22-4511-1811	Employer-Medicare	1,211.00
			22-4511-1820	Employer-Retirement	675.00
			22-4511-1830	Employer-Group Insurance	3,216.00
			22-4511-1870	Employer-401-K	675.00
			22-4511-2120	Uniforms Hats/Shirts	1,210.00
			22-4511-2500	Gas, Oil	63,280.00
			22-4511-2910	Computer Supplies	2,100.00
			22-4511-3530	Maint/Repair-Vehicles	1,500.00
			22-4511-4560	Workers Comp	500.00
Total		247,816.00	Total		247,816.00

**Reason and Justification for Request:**

Budget Amendment to more accurately budget actual revenues and expenditures in the Transportation Department since it was taken over by the County on March 10, 2008.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Jay R. Boyer</i>	6/12/08	<i>Martha H. Martin</i>	6/12/08
Budget Officer Approval	Date		
Board Approval ( When Applicable)	Date	Date of Minutes	

Item 19

BUDGET ORDINANCE AMENDMENT: SCHOOL CONSTRUCTION FUND  
 SCHOOL CONSTRUCTION BONDS-SERIES 2008: \$39,737,623.01 INCREASE



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

FY 2007 -2008  
 Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
SCHOOL CONSTRUCTION		SCHOOL CONSTRUCTION-SERIES 2008		VARIOUS	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPEDITURES</b>		
Account # and Title		Amount	Account # and Title		Amount
<u>INCREASE</u>			<u>INCREASE</u>		
41-3910-9200	BOND PROCEEDS-SERIES 2008	39,700,000.00	41-5908-1921	BOND COUNSEL	39,700.00
41-3910-9201	BOND PREMIUM-SERIES 2008	37,623.01	41-5908-5850	CONSTRUCTION-SERIES 2008	39,635,923.01
			41-5908-7500	BOND ISSUANCE COST	62,000.00
Total		39,737,623.01	Total		39,737,623.01
<b>Reason and Justification for Request:</b> TO BUDGET BOND PROCEEDS RECEIVED FROM SALE OF SERIES 2008 SCHOOL CONSTRUCTION BONDS SOLD MAY 13, 2008					
Department Head Approval		Date	Finance Officer Approval		Date
<i>Martha H. Martin</i>		6/4/08	<i>Martha H. Martin</i>		6/4/08
Budget Officer Approval		Date			
<i>Michael W. [Signature]</i>		6/9/08			
Board Approval (When Applicable)		Date	Date of Minutes		

INTRODUCED BY: Michael Jarman, County Manager DATE: 06/16/08 ITEM NO. 20

Resolution Approving FY 08-09 Position and Pay Classification Plan

SUBJECT AREA: Personnel

**ACTION REQUESTED:**

The Board is requested to approve the attached FY 08-09 Position and Pay Classification Plan, effective July 1, 2008, as the officially adopted Position and Pay Classification Plan for Lenoir County.

**HISTORY / BACKGROUND:**

The Position and Pay Classification Plan for FY 08-09 is a 2.5% Cost of Living Increase and a 2.5% salary adjustment (5% total).

**EVALUATION:**

A 5% Cost of Living increase with an annual recurring cost to the general fund of approximately \$620,000.

Listed below are changes to the Plan:

<b>Department/Division</b>	<b>Action</b>
<b>Lenoir County Transit (LCT)</b>	<b>Added five (5) full-time positions and ten (10) part-time positions</b>
<b>Health Department</b>	<b>Eliminated two (2) positions</b>
<b>Social Services</b>	<b>Added one (1) Position</b>
<b>Communications</b>	<b>Add two (2) Positions</b>
<b>Cooperative Extension</b>	<b>Added four (4) Part-time Positions</b>

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

\_\_\_\_\_  
Initials

**RESOLUTION:**

**NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the FY 08-09 Position and Pay Classification Plan, as attached and incorporated into this resolution by reference, is approved, effective July 1, 2008.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Paul H. Taylor, Jr., Chairman      06/16/08  
Date

\_\_\_\_\_  
ATTEST      06/16/08  
Date

**LENOIR COUNTY  
POSITION AND PAY CLASSIFICATION  
EFFECTIVE JULY 1, 2008**

DEPARTMENT/JOB TITLE	EXEMPT	GRADE	ANNUAL SALARY RANGE	
	NON-EXEMPT		MINIMUM	MAXIMUM
<b>BOARD OF COMMISSIONERS</b>				
Administrative Secretary/Clk to the Board/Payroll Adm.	Non-Exempt	67	29,322	51,742
<b>BOARD OF ELECTIONS</b>				
Director of Elections	Exempt	72	36,892	65,100
Supervisor of Elections	Non-exempt	59	20,306	35,832
Deputy-Supervisor of Elections	Non-exempt	59	20,306	35,832
Poll Workers	Non-exempt		Hrly.	
<b>BUILDINGS AND GROUNDS</b>				
Maintenance Coordinator	Exempt	65	26,747	47,198
Bldg./Grounds Maintenance Worker	Non-exempt	56	17,693	31,221
<b>COUNTY MANAGER</b>				
County Manager	Exempt	88	76,924	135,741
Assistant County Manager	Exempt	80	53,270	94,001
<b>MANAGEMENT INFORMATION SYSTEMS</b>				
MIS Director	Exempt	80	53,270	94,001
MIS Network Administrator	Exempt	72	36,892	65,100
Systems Technical Specialist	Non-exempt	70	33,654	59,386
User Support Technician I	Non-exempt	67	29,322	51,742
GIS Coordinator	Non-exempt	72	36,892	65,100
User Support Technician II	Non-exempt	68	30,700	54,174
Support Service Manager	Non-exempt	68	30,700	54,174
<b>PLANNING &amp; INSPECTIONS</b>				
Chief Building Inspector	Exempt	72	36,892	65,100
Building Inspector-Level III	Non-exempt	70	33,654	59,386
Building Inspector-Level II	Non-exempt	68	30,700	54,174
Building Inspector-Level I	Non-exempt	66	28,007	49,421
Permit Technician	Non-exempt	60	21,259	37,514
Planning Specialist	Exempt	68	30,700	54,174
<b>EMERGENCY SERVICES</b>				
Emergency Services Director	Exempt	74	40,441	71,362
EMS Office Assistant I	Non-exempt	59	20,306	35,832
Secretary IV	Non-exempt	61	22,257	39,274
Fire Marshall	Non-exempt	68	30,700	54,174
EMT Manager	Exempt	70	33,654	59,386
EMT Shift Supervisor	Non-exempt	68	30,700	54,174
EMT-Training Officer	Non-exempt	68	30,700	54,174
EMT-Medic	Non-exempt	66	28,007	49,421
EMT-Intermediate	Non-exempt	64	25,547	45,080
EMT-Basic	Non-exempt	62	23,306	41,126
Telecommunications Operations Manager	Exempt	68	30,700	54,174
Telecommunicator	Non-exempt	62	23,306	41,126
Telecommunicator Squad Supervisor	Non-exempt	65	26,747	47,198
Telecommunicator Training Coordinator	Non-exempt	65	26,747	47,198
Wheelchair Van Supervisor	Non-exempt	62	23,306	41,126
Wheelchair Van Assistant	Non-exempt	60	21,259	37,514
Wheelchair Van Drivers	Non-exempt	59	20,306	35,832
Transportation Coordinator	Non-exempt	62	23,306	41,126
<b>E-911</b>				
Database Coordinator	Non-exempt	65	26,747	47,198
Field Technician	Non-exempt	64	25,547	45,080

**FINANCE**

<b>Finance Officer</b>	Exempt	77	46,415	81,905
Human Resource Administrator	Non-exempt	72	36,892	65,100
Accts Spec/Accts Payable Adm/Purchasing Agent	Non-exempt	67	29,322	51,742
<b>Accounting Specialist/Benefit Coordinator</b>	Non-exempt	67	29,322	51,742
Deputy Finance Officer	Non-exempt	69	32,143	56,720

**ECONOMIC DEVELOPMENT**

Executive Director	Exempt	80	53,270	94,001
Director Assistant	Exempt	72	36,892	65,100
Secretary	Non-exempt	59	20,306	35,832
Tourism Director	Exempt	70	33,654	59,386

**JAIL**

Chief Jailer	Non-exempt	70	33,654	59,386
Court Liaison Ofcr./AMP Supervisor	Non-exempt	69	32,143	56,720
Compliance Officer	Non-exempt	65	26,747	47,198
Jail Cook	Non-exempt	57	18,523	32,686
Jail Shift Leader	Non-exempt	66	28,007	49,421
Jailer I	Non-exempt	63	24,400	43,057
Jailer II	Non-exempt	64	25,547	45,080

**SHERIFF**

Sheriff	Exempt	80	53,270	94,001
Administrative Assistant I	Non-exempt	63	24,400	43,057
Chief of Administration	Exempt	72	36,892	65,100
Chief of Enforcement	Exempt	72	36,892	65,100
Civil Supervisor	Non-exempt	69	32,143	56,720
Deputy Sheriff I	Non-exempt	64	25,547	45,080
Deputy Sheriff II	Non-exempt	65	26,747	47,198
ID Officer/Investigator	Non-exempt	68	30,700	54,174
Information Processing Asst. II	Non-exempt	61	22,257	39,274
Investigator	Non-exempt	68	30,700	54,174
Investigator Supervisor	Non-exempt	71	35,236	62,178
Lead Civil Officer	Non-exempt	68	30,700	54,174
Lead Investigator	Non-exempt	69	32,143	56,720
Narcotics Officer	Non-exempt	68	30,700	54,174
Patrol Area Leader	Non-exempt	67	29,322	51,742
Patrol Shift Supervisor	Non-exempt	69	32,143	56,720
Records Clerk IV	Non-exempt	59	20,306	35,832
Telecommunicator	Non-exempt	60	21,259	37,514

**SOLID WASTE**

Solid Waste Director	Exempt	72	36,892	65,100
Heavy Equipment Oprt/Mechanic/Driver	Exempt	65	26,747	47,198
Heavy Equipment Operator I	Non-exempt	60	21,259	37,514
Heavy Equipment Operator II	Non-exempt	61	22,257	39,274
Utility Worker	Non-exempt	57	18,523	32,686
Scale House Operator	Non-exempt	57	18,523	32,686
Secretary/Scale Operator	Non-exempt	59	20,306	35,832
Truck Driver	Non-exempt	60	21,259	37,514

**REGISTER OF DEEDS**

Register of Deeds	Exempt	75	42,341	74,715
Assistant Register of Deeds	Non-exempt	63	24,400	43,057
Deputy Register of Deeds I	Non-exempt	60	21,259	37,514

**SOIL CONSERVATION**

District Cost Share Technician II	Non-exempt	67	29,322	51,742
District Cost Share Technician I	Non-exempt	65	26,747	47,198

**TAX**

Tax Administrator (Tax Assessor)	Exempt	78	48,595	85,752
Tax Collector	Exempt	72	36,892	65,100
Personal Property Manager	Exempt	72	36,892	65,100
Data Processing Coordinator/Deputy Collector	Non-exempt	67	29,322	51,742
Collections Supervisor	Non-exempt	67	29,322	51,742
Land Records Specialist	Non-exempt	67	29,322	51,742
Real Property Data Entry Specialist/Tax Assistant II	Non-exempt	61	22,257	39,274
Business Personal Property Tech.	<b>Non-exempt</b>	<b>61</b>	<b>22,257</b>	<b>39,274</b>
Real Property Appraiser II (was Appraiser)	Non-exempt	67	29,322	51,742
Senior Appraiser/Reval Coordinator	Non-exempt	70	33,654	59,386
Tax Appraiser II	Non-exempt	68	30,700	54,174
Tax Assistant I	Non-exempt	59	20,306	35,832
Tax Assistant II	Non-exempt	60	21,259	37,514
Tax Assistant II/Personal Property Specialist	Non-exempt	61	22,257	39,274

**TRANSPORTATION PROGRAM ADM.**

Assistant Director of Transit	Non-exempt	65	26,747	47,198
Operations Manager	<b>Non-exempt</b>	<b>64</b>	<b>25,547</b>	<b>45,080</b>
Administrative Assistant	Non-Exempt	59	20,306	35,832
Dispatcher/Scheduler	<b>Non-exempt</b>	<b>60</b>	<b>21,259</b>	<b>37,514</b>
Drivers	<b>Non-exempt</b>	<b>56</b>	<b>17,693</b>	<b>31,221</b>

**CRIMINAL JUSTICE PARTNERSHIP PROGRAM**

Program Director	Exempt	70	33,654	59,386
Program Assistant	Non-Exempt	63	24,400	43,057

**COOPERATIVE EXTENSION**

Custodian	<b>Non-Exempt</b>		<b>Hrly.</b>	
Prevention Educator	<b>Non-Exempt</b>		<b>Hrly.</b>	
Program Coordinator	<b>Non-Exempt</b>		<b>Hrly.</b>	

**VETERANS AFFAIRS**

Asst Co Veterans Svc Ofcr: Secretary	Non-exempt	57	18,523	32,686
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## HEALTH

Local Health Director II	Exempt	80	53,270	94,001
<del>Accounting-Clerk-IV</del>	<del>Non-exempt</del>	<del>59</del>	<del>19,811</del>	<del>28,692</del>
Accounting Technician II	Non-exempt	61	22,257	39,274
Accounting Technician III	Non-exempt	63	24,400	43,057
<del>Accounting-Technician-IV</del>	<del>Non-exempt</del>	<del>65</del>	<del>26,096</del>	<del>37,793</del>
Administrative Officer I	Exempt	67	29,322	51,742
Animal Control Officer I	Non-exempt	59	20,306	35,832
Animal Control Officer II	Non-exempt	61	22,257	39,274
Community Health Assistant	Non-exempt	54	16,139	28,480
<del>Data-Entry-Operator-II</del>	<del>Non-exempt</del>	<del>57</del>	<del>18,074</del>	<del>26,173</del>
Environmental Health Specialist	Non-exempt	68	67 30,700	54,174
Environmental Health Supervisor	Exempt	71	70 35,236	62,178
Foreign Language Interpreter	Non-exempt	60	21,259	37,514
Housekeeper	Non-exempt	54	16,139	28,480
<del>Housekeeping-Assistant</del>	<del>Non-exempt</del>	<del>54</del>	<del>15,746</del>	<del>22,806</del>
<del>Human-Service-Coordinator-III</del>	<del>Non-exempt</del>	<del>68</del>	<del>29,952</del>	<del>43,379</del>
Medical Lab Technician II	Non-exempt	64	25,547	45,080
Medical Lab Technologist I	Non-exempt	68	30,700	54,174
Nutritionist II	Non-exempt	66	28,007	49,421
Nutritionist Program Director I	Exempt	70	33,654	59,386
<del>Office-Assistant-IV</del>	<del>Non-exempt</del>	<del>59</del>	<del>19,811</del>	<del>28,692</del>
Office Work Unit Supervisor	Non-exempt	61	22,257	39,274
Patient Relations Representative	Non-exempt	59	20,306	35,832
Physician Extender II	Exempt	81	55,773	98,418
Practical Nurse II	Non-exempt	62	23,306	41,126
Processing Assistant III	Non-exempt	57	18,523	32,686
Processing Assistant IV	Non-exempt	59	20,306	35,832
Public Health Educator I	Non-exempt	63	24,400	43,057
Public Health Educator II	Non-exempt	67	29,322	51,742
Public Health Nurse I	Non-exempt	70	33,654	59,386
Public Health Nurse II	Non-exempt	72	36,892	65,100
Public Health Nurse III	Non-exempt	73	38,626	68,160
Public Health Nursing Director I	Exempt	77	46,415	81,905
Public Health Nursing Supervisor I	Exempt	74	40,441	71,362
Public health Nursing Supervisor II	Exempt	76	44,331	78,227
Social Worker II	Non-exempt	67	29,322	51,742

**SOCIAL SERVICES**

Co. Social Services Director II	Exempt	80		53,270	94,001
Accounting Technician I	Non-exempt	59		20,306	35,832
Accounting Technician II	Non-exempt	61		22,257	39,274
Administrative Assistant I	Non-exempt	63		24,400	43,057
Administrative Assistant II	Non-exempt	65		26,747	47,198
Administrative Officer II	Exempt	70		33,654	59,386
Child Support Agent I	Non-exempt	63		24,400	43,057
Child Support Agent II	Non-exempt	65		26,747	47,198
Child Support Supervisor I	Exempt	67		29,322	51,742
Child Support Supervisor II	Exempt	68		30,700	54,174
Child Support Supervisor III	Exempt	69		32,143	56,720
County Social Services Business Officer I	Exempt	72		36,892	65,100
Data Entry Operator II	Non-exempt	57		18,523	32,686
Day Care Coordinator	Non-exempt	68		30,700	54,174
Foreign Language Interpreter I	Non-exempt	60		21,259	37,514
Foreign Language Interpreter II	Non-exempt	63		24,400	43,057
Human Resource Placement Specialist	Non-exempt	65	63	26,747	47,198
Income Maintenance Administrator I	Exempt	74	71	40,441	71,362
Income Maintenance Caseworker I	Non-exempt	63	61	24,400	43,057
Income Maintenance Caseworker II	Non-exempt	65	63	26,747	47,198
Income Maintenance Caseworker III	Non-exempt	67	65	29,322	51,742
Income Maintenance Investigator I	Non-exempt	65	63	26,747	47,198
Income Maintenance Investigator II	Non-exempt	67	65	29,322	51,742
Income Maintenance Supervisor II	Exempt	69	67	32,143	56,720
Income Maintenance Supervisor III	Exempt	71	69	35,236	62,178
Income Maintenance Technician	Non-exempt	59		20,306	35,832
Lead Child Support Agent	Non-exempt	66		28,007	49,421
Office Assist III	Non-exempt	57		18,523	32,686
Office Assist IV	Non-exempt	59		20,306	35,832
Office Assist V	Non-exempt	61		22,257	39,274
Personnel Technician II	Non-exempt	66		28,007	49,421
Personnel Technician III	Non-exempt	68		30,700	54,174
Processing Assistant III	Non-exempt	57		18,523	32,686
Processing Assistant IV	Non-exempt	59		20,306	35,832
Processing Assistant V	Non-exempt	61		22,257	39,274
Public Information Assist IV	Non-exempt	59		20,206	35,832
Social Worker I	Non-exempt	63		24,400	43,057
Social Worker II	Non-exempt	67		29,322	51,742
Social Worker III	Non-exempt	69		32,143	56,720
Social Worker III (Perm/Part-time)	Non-exempt	69		32,143	56,720
Social Worker Program Manager	Exempt	74		40,441	71,362
Social Worker Supervisor II	Exempt	70		33,654	59,386
Social Worker Supervisor III	Exempt	73		38,626	68,160
Social Worker-Investigative/Assessment & Treatment	Non-exempt	71	70	35,236	62,178
Staff Developmental Specialist III	Exempt	74	71	40,441	71,362
Staff Psychologist I	Exempt	71		35,236	62,178
Clinical Social Worker	Exempt	72		36,892	65,100

**BOARD OF COMMISSIONERS**

Commissioner-Chairman	17,805.00
Commissioner	14,204.00

**BOARD OF ELECTIONS**

Bd of Elections-Chairman	\$3,920/Annual
Bd of Elections	\$2,953/Annual

**COURT FACILITY**

Jury Commission	\$10 Per Hr.
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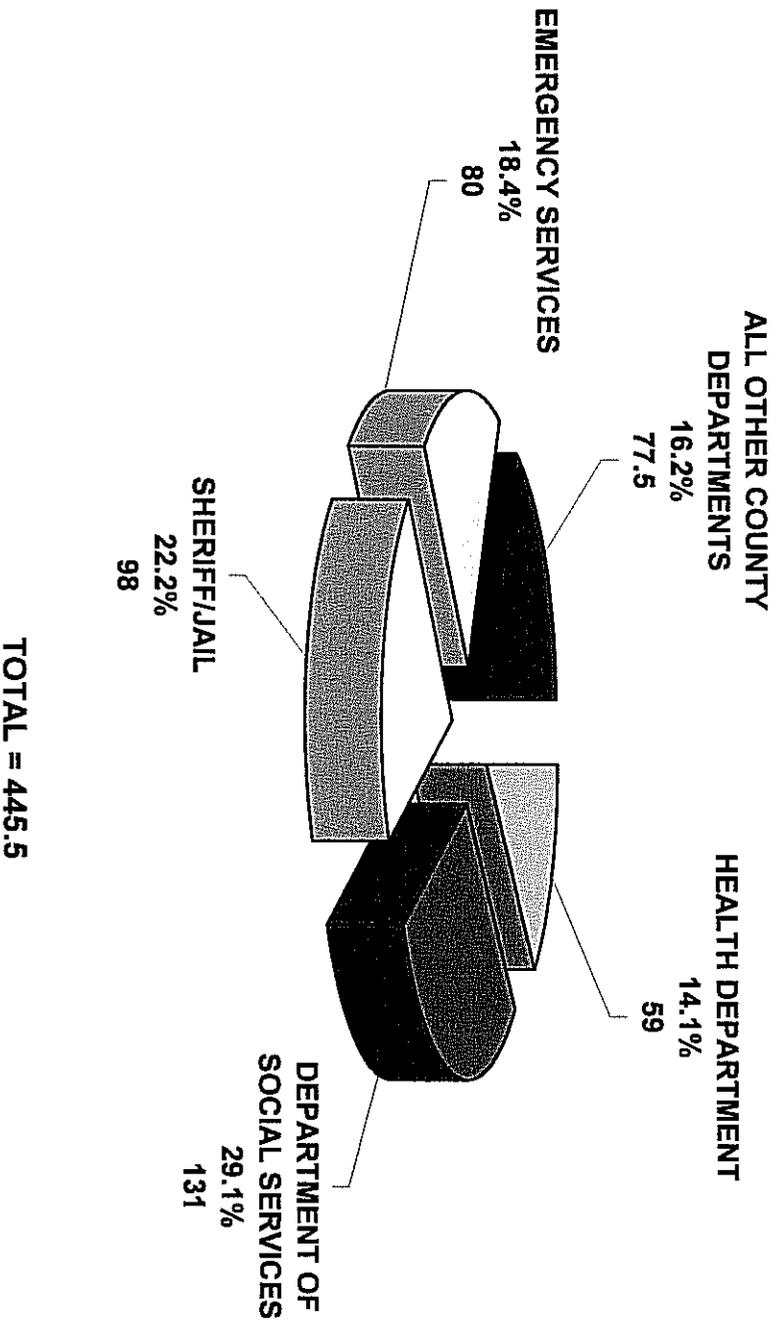
**SOCIAL SERVICES**

Bd of Social Services-Chairman	\$25.00 per mtg.
Bd of Social Services	\$15.00 per mtg.

SUMMARY OF AUTHORIZED REGULAR AND TEMPORARY POSITIONS

General Fund Departments	FY 2002-03 Regular/Temp (FTE)	FY 2003-04 Regular/Temp (FTE)	FY 2004-05 Regular/Temp (FTE)	FY 2005-06 Regular/Temp (FTE)	FY 2006-07 Regular/Temp (FTE)	FY 2007-08 Regular/Temp (FTE)	FY 2008-09 Regular/Temp (FTE)
Board of Commissioners	1	1	1	1	1	1	1
County Manager	3	3	3	3	1.5	1.5	2
Finance	5	5	5	5	4.5	4.5	5/5
Court Facilities/Public Buildings	3	3	3	3	4	4	4
Register of Deeds	5/5	5/5	5/5	5/5	5/5	5/5	5/5
Tax	17/5	17/5	17/5	17/5	17	16	16
Sheriff	57	57	57	62	62	61	61
Jail	27	27	27	27	35	37	37
Emergency Management	3	4	3	3	3	3	4
Communications	18	19/3	19/3	18/1	18/1	18/1	21/1
E-911	3	0	1	2	2	2	1
Emergency/Medical Services	29/9	38/10	38/10	43/6	59/11	61/11	54/11
Planning and Building Inspections	6	6	6	5.5	5	5	5
Resource Develop-Grants Division	0	0	0	0	0	0	0
Board of Elections	4	4	4	4	4	4	4
Health Department	63	63	63	62.5	62	61	59
Social Services Department	138	135	136	138	135	130	131
Mental Health Department	0	0	0	0	0	0	0
Management Information Systems	7	7	7	7	7	8	8
Economic Development Department	3	3	3	3	4	4	4
Transportation Department	2	2	2.3	2.3	2	2	7/10
Veterans Affairs	1	1	1	1	1	1	1
Cooperative Extension	0	0	0	0	0	0	0
Soil Conservation	3	3	3	2	2	2	2
Smart Start	3.5	0	0	0	0	0	0
Solid Waste	25.5/18.5	9.5/3	9.5/3	11.5/3	11.5/3	11.5/2	11.5/2
Community Development	0	0	0	0	0	0	0
Criminal Justice Partnership	0	0	0	0	2	2	2
Grand Total - All Funds	427/28.5	412.5/16	413.8/17	425.8/11	447.5/15.5	444.5/14.5	445.5/29

**SUMMARY OF AUTHORIZED POSITIONS FY 2008-2009**



**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 06/16/08 **ITEM NO.** 21

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>
Kinston Lenoir County Tourism Development Authority 1 <sup>st</sup> Appearance	Ken Elbertson (Re-Appointment)	June 2011

**CURRENT VACANCIES:**

**Lenoir County Economic Development Board – At-Large Member**

**Lenoir County Health Board – (1) Veterinarian, (1) Optometrist, (2) Public Members**

**Grifton Planning Board – One (1) Vacancy**

**JCPC – One (1) Vacancy; 1-Juvenile Attorney**

**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>
Kinston Lenoir County Tourism Development Authority 1 <sup>st</sup> Appearance	Ken Elbertson (Re-Appointment)	June 2011

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Harper \_\_\_\_\_

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Taylor \_\_\_\_\_

\_\_\_\_\_  
Chairman 06/16/08  
Date

\_\_\_\_\_  
ATTEST 06/16/08  
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:

Kinston-Lenoir County Tourism Development Authority  
(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: Ken Elbertson  
 Address: 273 Hinson Lane  
 City/State/Zip: Richlands, NC 28574  
 Telephone: (Home) 910-324-2512 (Work) 252-559-8888  
 Occupation: General Manager → Holiday Inn Express  
 Business Address: 1156 Hill Farm Rd. Kinston  
 Age: (Optional): 46  
 Number hours available per month for this position: 4 hours  
 Training: Hospitality Management 14 yrs.  
 Business and Civic Experience/Skills: N/A

Other County Boards/Committees/Commissions presently serving on: N/A

Expiration date of Term: June 2008 (Eligible to serve full term)

Circle your voting precinct

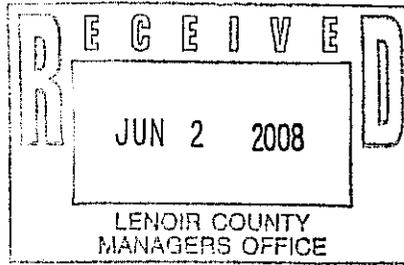
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|---|--|
| K-1 (Carver Courts Recreation Center)       | Institute (Institute Methodist Church) |
| K-2 (Old Plummer Daniel's Building)         | Moseley Hall (Frink Middle School Gym) |
| K-3 (Fairfield Recreation Center)           | Neuse (Agricultural Center)            |
| K-4 (Northwest Elementary School)           | Pink Hill 1 (Bethel Baptist Church)    |
| K-5 (Spillman Baptist Church)               | Pink Hill 2 (Pink Hill Rescue Station) |
| K-6 (Teachers Memorial School)              | Sand Hill (Sand Hill VF Department)    |
| K-7 (Emma Webb Recreation Center)           | Southwest (Southwest VF Department)    |
| K-8 (Holloway Recreation Center)            | Trent 1 (Deep Run VF Department)       |
| K-9 (Kinston Number 4 Fire Station)         | Trent 2 (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.

Ken Elbertson  
Signature of Applicant

April 16, 2008  
Date



P.O. Box 157  
301 North Queen Street  
Kinston, North Carolina 28502  
(252) 527-1131  
Fax (252) 527-1914  
[www.kinstonchamber.com](http://www.kinstonchamber.com)

May 28, 2008

Mike W. Jarman  
County Manager  
PO Box 3289  
130 South Queen Street  
Kinston, NC 28502

Dear Mr. Jarman,

Recently, Mr. Ken Elbertson, General Manager of the Holiday Inn Express was appointed to the Kinston-Lenoir County Tourism Development Authority Board. Mr. Elbertson's appointment expires in June of 2008 and he has expressed an interest in serving another term. Therefore, the Recommendation Committee of the Tourism Development Authority Board respectfully asks that the Lenoir County Board of Commissioners appoint Mr. Elbertson to fill another term.

We feel that Mr. Elbertson will be a productive asset to our organization.

Sincerely,

A handwritten signature in cursive script that reads "Laura Lee".

Laura Lee Sylvester  
Executive Director  
Kinston-Lenoir County Tourism Development Authority

LLS/jf