

LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA
MONDAY, AUGUST 1, 2011 – TIME: 9:00 A.M.
COMMISSIONERS' MEETING ROOM, LENOIR COUNTY COURTHOUSE
130 S. QUEEN ST., KINSTON, N.C.

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

PUBLIC INFORMATION: Larry Moolenaar, Eastern Carolina Council of Government, Update
Victor Kozinski / Eric Cantu, AmVets, Upcoming 9/11 Activities

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| 1. | Items from Chairman/Commissioners: 10 Min. | Board |
| 2. | Items from County Manager: 5 Min. | Jarman |
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CONSENT AGENDA: 10 Min. | | ACTION |
| 3. | Approval of Minutes: Regular Board Meeting: July 18, 2011 | Hall/Jarman |
| 4. | Resolution Approving the Releases and Refunds to the Individuals Listed Herein | Parrish/Martin |
| END OF CONSENT AGENDA | | |
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BUDGET ORDINANCE AMENDMENTS/ RESOLUTIONS: 25 Min. | | |
| 5. | Resolution Approving Economic Development Grant Agreement: Spirit Aerosystems, Inc. | Pope/Martin |
| 6. | Resolution Authorizing Select Customs Apparatus, Inc. to Remount a 2008 Wheeled Coach Ambulance Box for the Amount of \$59,995 | Dail/Martin |
| 7. | A. Budget Ordinance Amendment: Transportation: Administration: \$29,100: Decrease | Hollowell/Martin |
| | B. Budget Ordinance Amendment: General Fund: (General) Aid to County Line Item Budget Increase: \$134,540 | |
| 8. | A. Resolution Authorizing a Purchase Order to Oliver Glass for Replacing Broken Windows at the Old Pink Hill Gymnasium: \$4,979 | Wicker/Martin |
| | B. Resolution Authorizing a Purchase Order to Stallings Plumbing, Heating & A/C Co. Inc., to Replace Two (2) of the First Floor HVAC Units at Neuseway Planetarium, Health & Science Museum: \$5,301 | |
| 9. | A. Resolution Approving Insolvent Personal Property Tax List | Parrish/Martin |
| | B. Resolution Approving 2010-2011 Tax Collectors Annual Settlement | |
| 10. | A. Resolution Approving and Adopting the Revised Future Land Use Plan of Lenoir County, NC | Humphrey/O'Neal |
| | B. Resolution Approving the Rezoning of Properties on Hwy. 258 North from Rural to Commercial | |
| 11. | Resolution Authorizing the County Manager to Execute a 36 Month Service and Use Contract with Carolina Telephone LLC – East (“Embarq”) for Data Equipment with Subsequent Financing Agreement with GE Capital along with a Product and Services Agreement with Centurylink Sales Solutions, Inc. | Bryan/Martin |

APPOINTMENTS: 5 Min.

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

Banks

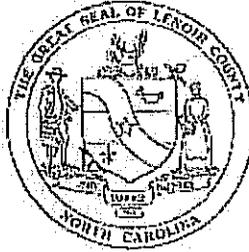
OTHER ITEMS: 10 Min.

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

TO: Chairman and Members of the Board
FROM: Mike Jarman, County Manager
DATE: August 1, 2011
SUBJECT: Items of Interest

1. Minutes: Lenoir County Planning Board: June 16, 2011

County of Lenoir



P.O. Box 1289
101 North Queen Street
Kinston, North Carolina 28502
Telephone 252-559-2260
Planning & Development Department

LENOIR COUNTY PLANNING BOARD
JUNE 16, 2011
Minutes

*Regular Meeting
June 16, 2011*

Members Present:

*C.L. Braxton-Chairman District 3
Russell Hill-Alternate-1
Frank White-Vice-Chairman-At-Large
Derrick Carter-District 6
Morris Barbee Jr.-Alternate-2
Barry Seay-District 5*

Members Absent:

Ashley Jarman-District 2

1. Call Meeting to Order:

Planning Board Chairman Mr. C.L. Braxton called the meeting to order at approximately 6:00 P.M. and Board Member Mr. Russell Hill provided the Invocation.

2. Approval of Minutes:

January 20, 2011: Lenoir County Planning Board Member Mr. Barry Seay made a motion to accept the minutes as written and Board Member Mr. Morris Barbee Jr. seconded the motion. The vote was unanimous to approve the January 20, 2011 minutes as written.

3. Discussion and Decision on Case number ZON-11-001: is a petition requesting rezoning of property to Commercial. The proposed location of the subject property is the west side of Hwy 258 North at the Dobbs Farm Rd intersection and is situated in the Falling Creek Township. The property is identified as 2626 & 2638 Hwy 258 North and also Tax Record numbers 1637 & 3830, and contains approximately 3.1 +/- acres total. The subject property, which is located within the unincorporated jurisdictional limits of Lenoir County, has a current rezoning designation of Rural. The property currently has multiple uses: mini-storage, used car sales, and office building lease.

Chairman Mr. C.L. Braxton asked if anyone wished to speak to the Board regarding this issue. Mr. Rudolph Williams, Pastor of the Hull Rd. FWB Church, along with the County staff approached and Mr. Braxton administered the Oath. The applicant Mr. Steve Squires was not present at the meeting.

Mr. Wayland Humphrey, Lenoir County Planning Assistant, presented the staff report for case # ZON-11-001 to the Board. He stated according to the Official Zoning Map of Lenoir County, dated October 2, 2004, the entire property is zoned Rural and has multiple current uses: mini-storage, used car sales, and office space for lease. The property is also located in an area designated as "Community Growth Area and a Highway Commercial Corridor", as shown on the Lenoir County Future Land Use Map, dated July 1, 2004. Mr. Humphrey stated the purpose of the "Community Growth Area" classification is to designate areas for the planning area's most intensive future development. He stated the area will include residences-both single-family and multifamily structures-businesses and offices, industrial facilities, and supporting community uses on lands that are suited for this level of development and that are expected to receive basic public services during the planning period. Mr. Humphrey stated basic public services in this classification include water, sewer, and the development or upgrade of the transportation network so that it handles anticipated traffic safely and efficiently and provides connections regional and interstate facilities. He stated "Highway Commercial Corridors" are located along the major arrival areas for the community. Mr. Humphrey stated these areas are well suited for a mixture of commercial and business uses that typically require visibility and good road access, or which cater to passing motorists. He stated businesses locating in these areas should be encouraged to avoid the negative aspects of "strip development" by providing adequate setbacks, clearly developed but limited driveway accesses, adequate parking, appropriate signage, appropriate lighting, and buffering less intensive adjoining uses, particularly residential uses.

Mr. Humphrey stated close attention should be paid to appearance in these commercial corridors. He stated these corridors often provide visitors with their first impression of the community. Mr. Humphrey stated commercial activities with unsightly outdoor operations or storage are discouraged from use in these areas.

Mr. Humphrey proceeded to give the Board background information. He stated the current use of the property in question is mini-storage, used car sales, and office space for lease. Mr. Humphrey stated it is adjacent to existing rezoned vacant property (16 acres), residential, and other light commercial property in the area. He stated the property is also located approximately 500 feet south of the C.F. Harvey Pkwy and future interchange, which will provide adequate road access to the NCGTP and other businesses in the area. Mr. Humphrey stated the property has approximately 440 feet of road frontage located on the already improved portion (5 lane) of U.S. 258 North.

Mr. Humphrey stated through extensive investigation regarding this application, the Lenoir County Planning and Inspections Department has found that the application is consistent with the intent of the Lenoir County Future Land Use Plan. He stated the staff believes the rezoning request is appropriate due to the current uses of the property and access to a commercial highway and proximity to other residential and commercial uses in the area. He stated it may have been an oversight when the original zoning in 2002 or 2003 was done.

Mr. Humphrey stated in the original plan there is no commercial property on Hwy 258 North other than the ones that had been rezoned. Mr. Barry Seay stated that there was some commercial uses across the street and Mr. Humphrey advised him that there was mixed uses at this location.

Mr. Braxton asked if anyone wished to address the Board and Mr. Rudolph Williams, Pastor of the Hull Rd. FWB Church approached. Pastor Williams stated he and his congregation are very concerned about the rezoning request. He stated this church has been at this location for over 100 years and he had some questions. Pastor Williams asked if only the property across the street was Commercial and none of the property on the side of the church Commercial.

Mr. Humphrey advised him that the uses of this property, mini-storage, used car sales and the building are what the Planning Board is determining Commercial uses and that was next to the church and there are some others in the area.

Pastor Williams stated his concern was how this rezoning would affect his church. Planning Board Member Mr. Derrick Carter asked if he was concerned over the tax value and he stated that was one of the concerns. He stated the building next to the church had opened a sweepstakes business and that was a major concern.

Mr. Barry Seay asked if there was a Lenoir County Ordinance regarding the distance between a church and a business of this nature and Mr. Humphrey advised him there was not.

Mr. Humphrey stated this type of business is not being regulated at the county level. He stated they are being regulated by the state. Mr. Humphrey stated Lenoir County has not adopted an ordinance and it would have to come from the County Commissioners or the County Manager. He stated the Planning Board is looking at this type of business as an "amusement enterprise"

Mr. Humphrey stated if the rezoning was approved the sweepstakes would still be allowed. Chairman C.L. Braxton advised Pastor Williams that even in the current state the sweepstakes business could not be stopped due to it being rental property. Mr. Humphrey advised him that different businesses moving in and out would require a Change of Use Permit.

Mr. Humphrey asked Pastor Williams what his front building was currently being used for. Pastor Williams stated it was a multi-purpose building mainly used for Bible Study and fundraisers on a daily/weekly basis.

Board Member Mr. Morry Barbee stated he traveled that road frequently and had not noticed a lot of traffic to and from the sweepstakes business and Pastor Williams stated it was more at night.

Chairman Braxton asked if alcohol was served at this location and Mr. Humphrey stated it was not. Member Mr. Barry Seay asked if an ordinance would have to be drafted by the Lenoir County Commissioners to stop the sale of alcohol if this was zoned Commercial. Mr. Humphrey advised the Board that a Special Use Permit would have to be issued by the Lenoir County Inspections and Planning Department in order for a business to sell alcohol even if it was zoned Commercial.

Mr. Humphrey stated the sweepstakes business was probably one of the least intense businesses listed that was allowed in a Commercial Area. He stated the applicant could not use this property if this does not pass. Mr. Humphrey stated the businesses located there now would be nonconforming. He stated if these businesses were destroyed by bad weather, for example, the applicant would not be allowed to rebuild them in a "Rural" area.

Chairman Braxton asked if there was any type of screening along the property line. Mr. Barbee stated there is a fence that separates the church and the business. Mr. Humphrey stated this was an open chain link fence.

Board Member Mr. Frank White asked if it was zoned Commercial could stipulations be made to keep certain businesses from operating there. Mr. Humphrey stated that stipulations could be made. Mr. White asked Pastor Williams if there had been any bad experiences with this business being there up until now and Pastor Williams stated there had not.

Pastor Williams asked Mr. Humphrey if there was any way to check this business out and make sure what is going on inside the building and Mr. Humphrey assured him he would visit the business himself and ensure that they were operating in compliance.

Chairman Braxton stated this area should have already been zoned Commercial and Mr. Humphrey advised him that if this was the consensus then the rezoning should be approved at this time. He stated that some stipulations could be made to ensure that the quality of life would not change for Huli Rd. FWB Church and its members. Mr. Humphrey advised Pastor Williams that if he saw anything that concerned him to contact the Lenoir County Planning and Inspections Department even if was dealing with litter. He advised him that the

county does have a trash ordinance and will enforce that. Pastor Williams stated he and his church were not trying to keep the owner from making a living they were only concerned about the future of their church.

Ms. Nancy Murell, a member of Hull Rd. FWB Church asked if there was an age limit that could frequent the sweepstakes business. Board Member Mr. Barry Seay stated a sweepstakes business also consisted of "Internet gaming" which is not considered gambling and does cater to the younger generation. She stated she was concerned about members parking at the fence between the two establishments. Ms. Nancy Murell stated they just don't want the business beside the church.

Chairman Braxton asked about adding screening to the fence. Pastor Williams stated they did not want screening because that would prevent the church from being seen. Mr. Humphrey suggested an opaque screening such as the screening that was used at Foss Auto Salvage on Hwy 70 East. Mr. Humphrey advised Pastor Williams that probably would not be turned down and the screening was an attempt to make it better for his church.

After an extensive discussion it was decided that this be "tabled" until the July 21, 2011 meeting. Mr. Humphrey stated there may already be a certain distance in regards to this type business and church locations that is governed by the state that he does not know about at this time. He stated he would research this issue.

Chairman C.L. Braxton asked the members of the Board if they were ready to make a decision. Mr. Barry Seay made a motion to "table" ZON-11-001 and Mr. Frank White seconded the motion. The Board voted unanimously to "table" ZON-11-001. The motion was carried.

Chairman C.L. Braxton asked Mr. Humphrey if he would attend the next Lenoir County Commissioners meeting and make a recommendation about an Internet Sweepstakes Ordinance. Mr. Humphrey stated that he would. Mr. Barry Seay made a motion for Mr. Humphrey to make a recommendation to the Lenoir County Board of Commissioners regarding an Internet Sweepstakes Ordinance and Mr. Russell Hill seconded the motion. The motion was carried.

Update/Discussion:

Lenoir County Planner Mr. Wayland Humphrey presented the Planning Board Members with the Future Land Use Plan. He stated the East Carolina Council of Governments has a RPO Planner (Rural Planning Organization). Mr. Humphrey stated that D.O.T. goes through this organization at times to get projects approved. He stated the RPO person for Lenoir County as well as the Transportation Committee has requested an updated Future Land Use Plan. Mr. Humphrey stated he was advised by the RPO person that it only needed be re-approved and rubber-stamped by the Lenoir County Commissioners with an updated date. He stated the only thing that has changed in the past ten years is some of the transportation changes. Mr. Humphrey stated he would like a letter of recommendation accepting the minor changes from the Planning Board before presenting this to the Lenoir County Commissioners. The Planning Board members were in agreement to accept the changes and provide a letter of recommendation to the Lenoir County Commissioners.

Adjournment

There being no further business to discuss before the Lenoir County Planning Board member Mr. Frank White made a motion of adjournment and Mr. Derrick Carter seconded the motion and the Board voted unanimously to adjourn at 7:15 P.M. It was announced that the next scheduled meeting date is Thursday, JULY 21, at 6:00 P.M.

MINUTES
LENOIR COUNTY BOARD OF COMMISSIONERS
July 18, 2011

The Lenoir County Board of Commissioners met in open session at 4:00 p.m. on Monday, July 18, 2011 in the Board of Commissioners Main Meeting Room in the Lenoir County Courthouse at 130 S. Queen St., Kinston, NC.

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

Members Absent: None

Also present were: Michael W. Jarman, County Manager, Tommy Hollowell, Assistant County Manager, Martha Martin, Finance Officer, Robert Griffin, County Attorney, April L. Banks, Interim Clerk to the Board, and members of the general public and news media.

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

PUBLIC INFORMATION

NONE PRESENT

ITEMS FROM THE CHAIRMAN/COMMISSIONERS

No comments were made.

ITEMS FROM THE COUNTY MANAGER

Item No. 2 was Items from the County Manager. Mr. Jarman stated the Board needed to discuss member appointment for the Military Growth Task Force Board (MGTF). He informed them that he requested additional information regarding the study being performed along with an invoice for payment and that information was just received. Mr. Jarman suggested a decision be made no later than the next meeting for this Board. Mr. Graham stated Mark Pope of Economic Development expressed interest in serving on this Board. Possibly there could be 3 members from Lenoir County on the Board with only 2 having voting rights. These members would be Mark Pope, Eric Rouse, and J. Mac Daughety. Mr. Jarman strongly recommends that Mr. Pope be a member on the MGTF Board even if he has no voting rights. Mr. Graham and Mr. Daughety both agreed.

Mr. Jarman discussed the Planning Board's recommendation for an Ordinance Regulating Internet Sweepstakes. Mr. Jarman advised the Board to request Wayland Humphrey or his staff to obtain additional information concerning this recommendation. Research will be performed including reviewing any state regulations regarding the location of the Internet Sweepstakes businesses. Mr. Jarman stated the ordinance would have to be uniform and county-wide if adopted.

Mr. Graham addressed the selling of seafood on the side of the highways through various vendors. Mr. Jarman questioned if they have to have a license. Mr. Hollowell responded there was no requirement. Mr. Davis stated seafood does not follow the same regulations as selling beef and chicken. Mr. Jarman will check with the licensing department about these vendors. Mr. Joey Huff, Director of the Lenoir County Health Department, stated the regulations for selling seafood are passed through the Marine Fisheries Division. He will also do research to look into the regulations. Mr. Davis offered the Department of Revenue might get involved due to sales tax not being collected.

Mr. Jarman stated Lenoir County currently has thirty-seven (37) inmates housed in other county's correctional facilities. There are 27 in Greene County at a rate of \$50 per day, and 10 in Pamlico County at \$55 per day.

CONSENT AGENDA

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

3. Approval of Minutes: Regular Board Meeting: June 20, 2011 Hall/Jarman
4. Resolution Approving the Releases and Refunds to the Individuals Listed Herein Parrish/Martin

PUBLIC HEARING/RESOLUTION

Item No. 5A was a Public Hearing on the 2011 Update to the Lenoir County Multi-Jurisdictional Hazard Mitigation Plan. Upon a motion by Mr. Graham and a second by Ms. Brown, the public hearing opened at 4:11 p.m. Mr. Roger Dail, Director of Emergency Services / Communications – E911 and Mr. Justin Tilghman; Lenoir County Emergency Services planner addressed the Board. Mr. Dail stated the hearing is to inform the public of the updates made to the Hazard Mitigation Plan. FEMA requires the plan to be updated every 5 years. Mr. Tilghman stated several changes were made in order to update the plan. Chapter 4 was completely updated to reflect new census data and some maps were removed. A text analysis was inserted in its place. In Chapter 2, each hazard has been reanalyzed and flood plain designations have been updated. There were no comments made by the public. Mr. Graham declared the public hearing closed at 4:24 p.m.

Item no. 5B was a Resolution for Adoption of the 2011 Update to the Lenoir County Multi-Jurisdictional Hazard Mitigation Plan. The plan was sent to the North Carolina Division of Emergency Management for state review on June 3, 2011, and received state approval. On June 4, 2011, the plan was forwarded to FEMA for a federal review and on June 23, 2011, received the status of "Approved Pending Adoption" and will receive full approval status pending the formal adoption of the updated plan. Upon a motion by Mr. Davis and a second by Mr. Daughety, Item No. 5B was unanimously approved.

Mr. Daughety asked Mr. Dail to speak about the development of a Non-Emergency Transport Committee. Mr. Brian Murphy, David Weldon, Timmy Mooring, Tim Croom, and Wayne Rummings have all been asked to serve on the Board. There will also be a state EMS representative who will take the role of an advisor on the committee. Approximate start date of the meetings will be after Labor Day and an agenda will be sent out. Mr. Graham questioned the objective of this committee? Mr. Dail answered the objective is to look at the non-emergency transportation in the County to see if it needs to be continued and also other aspects of the service. Mr. Daughety expressed he is pleased with the balanced committee. A lot of people serving have a wealth of knowledge and broad experience. Mr. Dail commented he believes they will all have honest opinions. Mr. Graham suggested a deadline of the first meeting in December for the committee to decide on how to proceed with the service. Mr. Daughety asked to extend the deadline to March or April in order to have at least 6 months to do the research. Mr. Graham recommended after the first meeting of the committee that a calendar be provided.

Mr. Rouse spoke about his experience in accompanying Sheriff's Department Deputies to various calls in Lenoir County. He received a lot of insight on what their job entails and stated the ride along was very informative. Mr. Rouse encouraged the other commissioners to do the same.

BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS

Item No. 6A was a Resolution Approving Mileage Reimbursement for county Employees from 51¢ per mile to 55.5¢ per mile Effective July 1, 2011. Mr. Jack Jones, Human Resources Director, stated Lenoir County has historically adjusted its mileage reimbursement rate for employees using their personal vehicles to the IRS established rate. Increasing the mileage rate will lessen the burden of increased gas prices on County Employees who are required to use their personal vehicles in the delivery of County Government Services. A mid-year increase has been announced by the IRS to 55.5¢ per mile as of July 1, 2011. Mr. Jones recommended adopting a policy to always follow the IRS Guideline regarding mileage reimbursement. Upon a motion by Mr. Daughety and a second by Ms. Brown, Item No. 6A was unanimously approved.

Item No. 6B was a Resolution Approving Fiscal Year (FY) 11-12 Position and Pay Classification Plan. Mr. Jones stated this plan shows current position, salary grade and minimum and maximum salaries of current positions. Changes made to the plan are with the Department of Social Services. Seven (7) positions have been abolished: Administrative Officer II, Income Maintenance Investigator I, Personnel Technician II and III, Social Worker III (Perm/Part-time), Staff Psychologist I, and a Clinical Social Worker and one (1) position has been added: Social worker Program Administrator I. Upon a motion by Mr. Daughety and a second by Ms. Brown, Item No. 6B was unanimously approved.

Item No. 7 was a Resolution Authorizing the Issuance of Blanket Purchase Orders to the Following Companies for FY 11-12:

Squires Auto and Generator Service – Vehicle Tires and Repairs	70,000
Corporate Resources – Office Supplies	3,500
CTS Software – Software Contract	8,000
Sparkle right – Cleaning & Washing Vans – Nineteen (19) Vehicles	9,000
Grant’s Service Company – Braun Lift Repairs	3,500
Right-On Signs – Installing & Removing Mobile Ads & Adding Logos to New Vehicles	1,000
UniFirst Corporation – Driver Uniforms for Eighteen (18) Drivers	7,000
Capps Promotions – Promotional Items for Festival, Fairs, & Events	3,000
Professional Nursing Services – New Employee Drug Test, Random Testing, and Reasonable Drug and/or Alcohol Testing	1,800
Total	\$106,800

Mr. Bill Allison, Director of Transportation, stated beginning March 10, 2008, Lenoir County Transit began operations in-house and are utilizing these various companies for repairs, office supplies, washing and cleaning the inside of the vans, and a certified Braun lift repair service, installing & removing mobile advertising, promotional items for festivals, fairs, and events, drug & alcohol testing, for the FY 11-12. These blanket purchase orders will allow the County to operate more efficiently by having them in place when the need for the service of one of the company’s arises. Upon a motion by Ms. Sutton and a second by Mr. Davis, Item No. 7 was unanimously approved.

Item No. 8A was a Resolution Authorizing the Award of a Contract for Asbestos Abatement Services for the 2009 CDBG Scattered Site Project: \$3,970. Ms. Martha Martin stated Lenoir County was awarded \$400,000 for the CDBG Scattered Site project on November 6, 2009. This project has allowed the clearance of dilapidated dwellings and the replacement of those dwelling in the County. Bids were taken for the abatement of asbestos on this last structure on June 10, 2011. Two (2) bids were received and the third declined to submit a bid. A B Control, Inc. was the lowest qualified bidder. Upon a motion by Mr. Daughety and a second by Ms. Sutton, Item No. 8A was unanimously approved.

Item No. 8B was a Budget Ordinance Amendment: General Fund/Emergency Telephone Fund Transfer to Other Funds/Emergency Telephone: \$6,068.64: Increase. Ms. Martin stated the budget amendment is to appropriate funds from general fund balance to cover telephone expenditures from FY 09-10 that are ineligible for expenditure from E911 funds. These funds were budgeted in the E911 fund in FY 09-10 and expended in FY 09-10. However, due to many changes in the guidelines for E911 eligibility, these are not allowable. Upon a motion by Mr. Pharo and a second Mr. Daughety, Item No. 8C was unanimously approved.

Item No. 8C was a Budget Ordinance Amendment: Finance/Economic Development/Communications/Emergency Management: \$34,848: Increase. Ms. Martin stated the budget amendment is to appropriate the funds received from the City of Kinston reconciling agreements from various projects shared by the city and the county. These funds will be used to offset difference increased costs, including the unanticipated retirement of an employee in economic development; the increased cost of paying overtime in communications due to the change in the way holidays are paid; the increase in utilities for Emergency Management; and the increase in the county's costs for housing of juveniles (cost has risen from \$84 to \$120 per person per day). The remainder of the funds will be used to offset fund balance appropriated. Upon a motion by Mr. Pharo and a second by Mr. Daughety, Item No. 8C was unanimously approved.

Item No. 8D was a Budget Ordinance Amendment: Community Development Block Grant Fund: 2009 CDBG Scattered Site Contingency Project #05-C-2175: \$80,000. Increase. Ms. Martin stated the budget amendment is to set up and appropriate funds for the 2009 Community Development Block Grant Contingency Project – Scattered Site Housing that was awarded to the county on March 31, 2011. This grant will be used in conjunction with remaining 2009 CDBG Scattered Site Housing funds to relocate another homeowner. This established the revenue and expenditure lines for budgeting purposed. Upon a motion by Mr. Davis and a second by Mr. Daughety, Item No. 8D was unanimously approved.

Item No. 8E was a Resolution Approving / Authorizing Execution of FY 11-12 Insurance Policies with WA Moore Company, Inc., and Discovery Insurance Co.: \$422,697. Mr. Hollowell stated this resolution will award insurance contracts for auto, property, crime, general, and professional liability to WA Moore Company, Inc. for \$266,961 and for workers compensation third party administration to Discovery Insurance Co. for \$33,000 and for EMS liability, equipment, auto, and \$10 million excess liability to WA Moore Company, Inc. for \$75,731 and for excess workers compensation to WA Moore Company, Inc. for \$47,005. Administration did not bid this out because of the positive prior years' experience 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. Mr. Marty Beam of WA Moore Insurance addressed the Board to answer any questions they may have regarding the insurance. Mr. Graham stated his appreciation for Mr. Beam's work with the County. He asked if Lenoir County had a Safety Officer and if this would possibly lower insurance premiums. Mr. Jarman stated Mr. Dail is the Safety Officer, but a training officer with the Human Resources Department may be possible. Upon a motion by Ms. Sutton and a second by Mr. Davis, Item No. 8E was unanimously approved.

Item No. 8F was a Budget Ordinance Amendment: General Fund/ Emergency Telephone Fund Transfer to Other Funds/Emergency Telephone: \$6,029.75. Ms. Martin stated the budget amendment is to appropriate funds from General Fund fund balance to cover a portion of a furniture purchase from FY 09-10 that is ineligible for expenditure from E911 funds. Only 75% of the purchase of E911 center consoles was eligible to be paid from E911 funds at the time of purchase. Upon a motion by Mr. Daughety and a second Ms. Brown, Item No. 8F was unanimously approved.

Item No. 9A was a Resolution Authorizing a Contract with USDA Animal and Plant Health Inspection Service, Wildlife Services Division Beaver Management Assistance Program Participation. Mr. Jarman addressed the Board on behalf of Ms. Tammy Kelly, Director Cooperative Extension. Mr. Jarman stated this program will increase 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. The contract has been exactly the same for the past several years to include pigeon control. This is a needed resource in the community. Upon a motion by Ms. Brown and a second by Mr. Daughety, Item No. 9A was unanimously approved.

Item No. 9B was a Resolution Authorizing Grounds Maintenance: \$3,296. Wheat Swamp Landscaping has provided service for all of Lenoir County Cooperative Extension grounds maintenance for the past five (5) years. They are very pleased with the service and wish to continue to extend a contract for the upcoming year. Contract fees remain the same as in the previous year. Upon a motion by Ms. Brown and a second by Mr. Daughety, Item No. 9B was unanimously approved.

Item No. 9C was a Resolution to Authorize Lenoir County Cooperative Extension to Initiate Second Round of Mac Computer Lease at \$4,354.54; a Decrease of \$2,662 from the previous year. North Carolina Cooperative Extension converted to the Mac Computer Lease System approximately four (4) years ago in 2007. This appears to be the most cost effective method to keep our computer system aligned with the University's as well as to keep our systems current and up to date. The program involves a three year lease. For the amount of \$4,354.54 our agency has installed 14 new hard drives and one Mac laptop. The amount includes installation, training, University technical support and any potential repair. Upon a motion by Ms. Brown and a second by Mr. Daughety, Item No. 9C was unanimously approved.

Item No. 10A was a Resolution Authoring the Issuance of Purchase Order to the DLL Public Finance for 1st of Three (3) yearly Lease Payments: \$21,508. Mr. Joey Bryan, Director MIS stated the County's backup data has grown tremendously to over 5 terabytes of information. Backing up the data on tape is not physically possible anymore and also backup on disk has been outgrown. A duplicated EMC DD360 networker backup system at the courthouse and also at the 911 center will be installed. These will mirror each other for disaster recovery and will initially allow for backup of up to 10.2 terabytes. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 10A was unanimously approved.

Item No. 10B was a Resolution Authorizing the Issuance of Purchase Order and 36 month contract to G.E. Capital/Centurylink for 1st of Three (3) Annual Lease Payments on Data Infrastructure Equipment: \$88,200. Mr. Bryan stated the current equipment is approximately four (4) years old and is aging out with maintenance costs starting to rise. Replacement of current data switches with new switches with a 10X faster backplane will reduce annual costs by \$33,000. In addition, this equipment would allow for increased traffic throughput for all of our data, voice and video applications including video arraignment, video training onsite, and video visitation. Mr. Rouse questioned if this would be a lease purchase and Mr. Bryan confirmed that it would be. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 10B was unanimously approved.

Item No. 11 was a Resolution Approving the Purchase of a SmartBoard for the Emergency Operations Center (EOC): \$7,288.03. Mr. Dail stated the SmartBoard will enhance the ability to show multiple items at one time. During emergencies, an EOC function is to collect information, analyze this information and share the information with a variety of partners located within the EOC. When the EOC is not being used during emergencies, it then converts to a training room for various departments. Equipment that is installed within this room must be flexible for emergency and educational situations. Personnel have researched different audio and visual equipment and have determined a SmartBoard

will meet the versatility and demands of emergent situations and training needs. Upon a motion by Ms. Sutton and a second by Mr. Daughety, Item No. 11 was unanimously approved.

Item No. 12A was a Resolution for Endorsement of the FY 11-12 Lenoir County Home and Community Care Block Grant Funding Plan. Ms. Susan Moore, Director of Social Services (DSS) stated Home and Community Care Block Grant (HCCBG) funds provide services to the elderly population of Lenoir County by providing meals, Level I, II, and III in-home care services, operating local senior centers, adult day care services and providing transportation. These funds are used by DSS and the local Council on Aging to provide senior services. HCCBG funds are 90% Federal and State funds requiring 10% County match. Upon a motion by Mr. Pharo and a second by Ms. Brown, Item No. 12A was unanimously approved.

Item No. 12B was a Resolution Approving a Blanket Purchase Order to Coastal Connections for FY 11-12: \$4,000. The Department of Social Services received Adoption Promotion Program funds for meeting and exceeding established adoption baselines. The purpose of the funds is adoption promotion and awareness. The Children's Services unit of the agency attends community fairs and events to increase awareness of available foster care and adoption services. It is necessary to purchase marketing items in support of these efforts. These funds are 100% Federal funds and require no County match. Mr. Rouse asked what the adoption goal in Lenoir County is. Ms. Moore stated the goal is 12, but Lenoir County has processed 16 adoptions. These adoptions are for children of all ages. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 12B was unanimously approved.

Item No. 12C was a Resolution Approving Blanket Purchase Order to Freedom ENC Communications for FY 11-12: \$8,000. Ms. Moore stated the Department of Social Services advertises job vacancies in the Kinston Free Press regularly for the purpose of recruiting new employees. This blanket purchase order is necessary in order to assist the agency with recruitment of new DSS employees. Reimbursement for advertising expenditures is approximately 50% Federal/State funding. Upon a motion by Mr. Daughety and a second by Ms. Brown, Item No. 12C was unanimously approved.

Item No. 12D was a Resolution Approving Purchase Order and Contract with Drake Janitorial Service, Inc. for FY 11-12: \$36,700. Ms. Moore stated janitorial services at DSS changed from direct staff to contracted services effective July 1, 2003. Drake Janitorial has agreed to continue their services for general cleaning (includes cleaning supplies) to be done five times per week. This includes a person to work from 8:30 a.m. to 4:30 p.m. as well as a night crew to complete duties that cannot be accomplished during regular work hours. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 12D was unanimously approved.

Item No. 12E was a Resolution Approving a Contract Amendment for FY 11-12: Day Break Life Center Inc.: \$39,101. Ms. Moore stated the 2011-2013 Governor's proposed budget included a cut to Adult Day Care funds. It also proposed that priority for services be given to adults age 19-59. In Lenoir County, the majority of the Adult Day Care funds support adults aged 60 and over. In response, the Lenoir County Council on Aging agreed to use Home & Community Care Block grant funds allocated to their agency to supplement the potential loss of funding within our agency. DSS has contracted with Day Break Life Center Inc. for the last several years and has found their services satisfactory and this contract is necessary in order to meet the needs of DSS's senior clientele. The state/federal reimbursable share for the Home & Community Care Block Grant is approximately 90% and 10% county funding. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 12E was unanimously approved.

APPOINTMENTS

Item No. 13 was a Resolution Appointing Citizens to Boards, Commissions, Etc. Items were tabled due to first appearance.

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
Lenoir County Jury Commission 1 st Appearance	Doretha Branch William Harvey Howard (Re-appointment)	July 2013
Community Advisory Committee – Nursing Home 1 st Appearance	Trudy Pickett Marva J. Brown	July 2013
Juvenile Crime Prevention Council (JCPC) 1 st Appearance	Luberta Parker	July 2013

Mr. Graham addressed the need of the Greene Lamp Board for an appointee to replace Mr. Rouse. He asked Ms. Martha Bishop of TACC 9 if she would like to serve on the Board. Ms. Bishop agreed and was given an application to fill out for appointment. She will have her 1st appearance at the next scheduled Board Meeting on Monday, August 1, 2011.

CURRENT VACANCIES

Lenoir County Economic Development Board – At-Large Member
Lenoir County Health Board – (1) Veterinarian, (1) Optometrist, (2) Public Members
Lenoir County Planning Board – Districts One (1) and Four (4)
Grifton Planning Board – One (1) Vacancy
CJPP – Three (3) Vacancies
Kinston Board of Adjustment – Two (2) ETJ Members; (1) Primary – (1) Alternate

ADDENDUM

Item No. 15 was a Public Hearing on the closeout of the 2009 North Carolina Community Development Block Grant (CDBG) Program – Economic Development Category. Upon a motion by Mr. Graham and a second by Ms. Brown, the public hearing opened at 5:03 p.m. The County received \$1,000,000 in CDBG grant assistance (representing 21% of project costs) to construct a natural gas pipeline to serve Sanderson Farms, Inc. There were no comments made by the public. Mr. Graham declared the public hearing closed at 5:07 p.m.

CLOSED SESSION

Upon a motion by Mr. Graham and a second by Mr. Davis, and unanimous approval, closed session was entered at approximately 5:07 p.m. and the following cited: Number four (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by Lenoir County. The Board discussed the project and no decision was made. Upon a motion by Mr. Graham and a second by Mr. Davis; the Board moved out of closed session at approximately 5:25 p.m.

ADJOURN

Upon a motion by Mr. Graham and a second by Mr. Pharo the Board adjourned at 5:26 p.m.

Respectfully submitted,

April L. Banks
Interim Clerk to the Board

Reviewed By

Michael W. Jarman
County Manager

RESOLUTION: Approving The Releases And Refunds
To The Individuals Listed Herein

SUBJECT AREA: Finance

ACTION REQUESTED: Approval of Releases and Refunds as Prepared

HISTORY/BACKGROUND:

Releases and refunds result from listing and assessing due to incorrect and incomplete information.

EVALUATION:

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

RELEASES OVER \$100

<u>Year</u>	<u>Name</u>	<u>Account</u>	<u>Amount</u>	<u>Reason</u>
2010	Noland Company	21557	\$319.01	Adjusted Value
2011	Kristin Yates	57176	414.31	Adjusted Value
2011	Alsco Inc	25625	281.20	Adjusted Value
2010	Henry Rosenboro	80876	100.00	Out of Business
2011	Henry Rosenboro	80876	100.00	Out of Business
2011	Donald Murphy	20982	206.48	Adjusted Value
2007	Juan Hernandez	5902	465.16	Corrected Listing
2005	Barbara Jones	12191	310.93	Double Listed
2006	Barbara Jones	12191	266.23	Double Listed
2007	Barbara Jones	12191	261.04	Double Listed
2008	Barbara Jones	12191	236.01	Double Listed
2009	Barbara Jones	12191	190.02	Double Listed
2010	Barbara Jones	12191	197.90	Double Listed
2006	Angela Sumners	55386	427.71	Double Listed
2007	Angela Sumners	55386	400.71	Double Listed
2008	Angela Sumners	55386	373.71	Double Listed
2009	Angela Sumners	55386	323.45	Double Listed
2010	Angela Sumners	55386	298.25	Double Listed
2010	CEM Farms Inc	39961	2893.85	Out of Business
2010	William Bryan	40784	309.17	Corrected Listing

MANAGER'S RECOMMENDATION:

Approval of releases as set out above.


Initials

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman

8/1/11
Date

ATTEST

8/1/11
Date

RESOLUTION: Approving Economic Development Grant Agreement:
Spirit Aerosystems, Inc:

SUBJECT AREA: Economic Development

ACTION REQUESTED:

To approve the attached Economic Development Grant Agreement between Lenoir County and Spirit AeroSystems, Inc.

HISTORY/BACKGROUND:

In 2008, Spirit AeroSystems, Inc. located at 3801 S. Oliver Street, Wichita, Kansas announced plans to construct a new facility on a 307 acre site located at the NC Global TransPark. The new facility will represent a total non-depreciated investment of over \$500,000,000 in machinery and equipment and would create at least 1031 new jobs in the County within seven years. Spirit is now producing a major composite fuselage and leading edge wing spars for the Airbus 350 WB and has created over 200 new jobs.

Spirit now plans to expand its operations in a leased Facility at the NC Global TransPark installing certain industrial machinery, equipment, and improvements that represent a non-depreciated investment in excess of \$22,000,000. Spirit will establish production for the Gulfstream G250 wing at the NC facility. The Expansion will create approximately 150 to 200 additional full-time employees.

EVALUATION:

Competition for this project came from Mexico for the start up of this new business line. This announcement is part of Spirit's overall expansion and commitment to North Carolina. As with previous grants, this grant will be performance-based and will be tracked by the Lenoir County Economic Development Department.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.


Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the attached Economic Development Grant Agreement between Lenoir County and Spirit AeroSystems, Inc. dated August 1, 2011 and incorporated by reference into this resolution, be approved; and be it further resolved that the Chairman of the Lenoir County Board of Commissioners is authorized to execute this agreement on behalf of Lenoir County.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman

08/01/11
Date

ATTEST

08/01/11
Date

ECONOMIC DEVELOPMENT AGREEMENT

This AGREEMENT is executed this _____ day of August ___, 2011, by and between Spirit AeroSystems, Inc., a corporation authorized to do business in the state of North Carolina, having its principal place of business at 3801 S. Oliver Street, P.O. Box 780008, Wichita, Kansas 67278-0008 (“Spirit”), and The County of Lenoir, a political subdivision of the State of North Carolina, having its principal place of business at 130 South Queen St., Kinston, NC 28502 (hereinafter the “County”).

WITNESSETH:

WHEREAS, Spirit desires to install certain industrial machinery, equipment, and improvements that represent a non-depreciated investment in excess of \$22,000,000; in leased facilities to be located at the NC Global TransPark, (the “Property”); and will employ up to two hundred (200) additional full-time employees, and

WHEREAS, Spirit shall incur certain costs for financing the construction and installation of these improvements; and

WHEREAS, the addition of these improvements will expand the County tax base through increased ad valorem tax value created as a consequence of capital investment in machinery and equipment being brought into the County; and

WHEREAS, the County recognizes that a portion of the revenues generated as a consequence of this business venture be returned to Spirit to pay a portion of the costs of the investment, and that such revenues be designated as an “Economic Development Grant” to Spirit, in the amount of Six Hundred Twenty thousand dollars (\$620,000); and

WHEREAS, the parties hereto wish to reduce their understanding regarding the details of the Economic Development Grant and Spirit’s performance to this writing;

NOW, THEREFORE, for the mutual considerations noted hereinafter, the sufficiency of which are hereby acknowledged, the parties do hereby contract and agree as follows:

I. Economic Development Incentives for Personal Property.

Spirit will incur costs in developing the new facility, and the County will realize economic benefits due to the expansion of the tax base and the creation of jobs. As an incentive for Spirit to occupy a facility at the NC Global TransPark and in accordance with NCGS 158-7.1, the County shall provide to Spirit the incentives set forth herein in accordance with the terms and conditions of this Agreement. The County shall provide an Economic Development Grant to Spirit with an estimated value of \$620,000, with such grant to be made available to Spirit as set forth below:

- A. The County shall pay to Spirit in the installments that are set forth on Exhibit A, a total grant of \$620,000 as shown on and in accordance with terms and conditions described in Exhibit A to this Agreement, plus any amount to be paid pursuant to Section I.B. below;
- B. As shown in the Calculation Methodology set forth on Exhibit A, in the event Spirit exceeds its investment goal for any year (each, an "Applicable Year"), the amount of the grant payable in the following year (but with respect to performance in the Applicable Year) shall be increased by the same percentage the investment goal was exceeded up to but not exceeding 150% per year of the grant amount for such Applicable Year.

II. Insolvency.

In the event Spirit shall default upon any mortgage, deed of trust, or lease or other obligation secured by real or personal property located within the Property, or shall file a petition seeking protection from the bankruptcy laws of the United States, or shall make an assignment for the benefit of creditors, or otherwise commit an act of insolvency, then the County may, at its option, terminate this Agreement. Failure of the County to exercise this option upon an act of insolvency shall not be construed as a waiver by the County to exercise said option at a subsequent date.

III. Representations

The County represents and warrants that (a) it has the power and authority to bind itself to the requirements of this Agreement and (b) this Agreement is executed under the authority granted to the County under North Carolina General Statutes 158-7.1, The Local Development Act of 1925, as amended, and 1987 Sessions Laws, Chapter 1002, a Local Act applying to the County.

IV. Company Owned Facilities.

In the event, after the date of this Agreement, Spirit acquires fee title to all or any part of the Real Property at the North Carolina Global TransPark on which Spirit has constructed facilities, the County agrees that all real property which constitutes real property under North Carolina law will become the subject of this Economic Development Agreement and the County agrees to pay to Spirit (or its successor or assignee) an incentive grant of \$7,900 for each \$1 million of Real Property value on an annual basis for the remaining period of twenty (20) years from the date of occupancy, beginning with the year following occupancy .

Miscellaneous Provisions

- A. **Independent Agreement.** This Agreement and the conditions hereof only relate to the provisions and grants from the County set forth herein and do not limit or affect other commitments made by the County, the City, the State of North Carolina or other entities.
- B. **Governing Law.** This Agreement has been drafted and shall be interpreted under the laws of the State of North Carolina and in the event any provision is found to be unenforceable or unconstitutional, all other provisions shall remain in full force and effect.
- C. **Binding Agreement.** The parties hereto acknowledge that this Agreement and the foregoing actions and grants each represent binding contractual agreements among the parties hereto and that Spirit is acting in reliance upon this Agreement and the provisions and grants provided herein in its decision as to whether it will expand its investment in Lenoir County, North Carolina.
- D. **Assignment.** This Agreement shall be assignable by Spirit to any entity that is controlled by, controls or under common control with Spirit or in the case of a sale of substantially all of the operating assets of the facility, this Agreement may be assigned to the purchaser of the facility.
- E. **Survival.** The contractual commitments provided for herein and made by the parties hereto shall be deemed to continue into the future, survive, and remain binding upon future elected officials to the full extent permitted under applicable law.
- F. **Force Majeure.** Spirit shall not assume any responsibility for any event or failure to act that is due to any cause in whole or in part that is beyond Spirit's control, even if advised of same, foreseeable or in contemplation of the parties, including without limitation force majeure, the public enemy, fire, flood, earthquake, hurricane, strike or labor disputes, boycott, the inability to obtain raw materials,

labor or transportation, the loss of any public or private supplied utilities, the regulations issued by any government or any of its agencies, acts of God, or any other cause similar or dissimilar to the foregoing.

- G. Entire Agreement. This writing contains the entire agreement between the parties hereto and may be amended only by writing signed by all parties hereto.

- H. Amendment. The County and Spirit agree that in the event Spirit notifies the County that, it either intends to make or, in fact, has made, capital investments that exceed 150% of the capital investment goal for any year as set forth on Exhibit A hereto (in respect of machinery and equipment), the parties agree to enter into an amendment to this Agreement on substantially the same terms and conditions hereof that is designed to provide to Spirit the same economic benefit that Spirit would have received had Spirit's actual capital investment been the investment goal set forth on Exhibit A. Annual grant award levels are based on annual reviews of investment value levels for twenty (20) years for each year of additional investment.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LENOIR COUNTY

By: _____
Chairman
Lenoir County Board of Commissioners

ATTEST:

Clerk to the Board

SPIRIT AEROSYSTEMS, INC.

By: _____
Andrew B. Shact

Title: Vice President - Taxation

ATTEST:

Secretary

Calculation Methodology:

Spirit performance against the above-listed capital investment goals shall be measured on or before January 1st of each following year by calculating the total amount of capital investment as of January 1st of that year. Payment by County should Spirit be current in all tax payments and performance goals be met, shall be made by September 30th of each year beginning in 2013. The actual percentage of the investment goal attained will be the percentage of grant funds awarded in each calendar year. Should the percentage of the total projected goal be less than 100% in any given year, the County shall accrue the amount of funds budgeted but unearned and such funds shall be paid out in the first subsequent year that Spirit attains at least 100% of its total projected goal. Should the percentage of the total projected goal attained be greater than 150% of the projected total goal the amount of the grant will be capped at 150% per year. This grant shall expire on December 31, 2032.

Example of Calculation Methodology

	CAPITAL INVESTMENT		JOBS	
2012	\$4,000,000	\$5,000,000	25	25
		80%		100%
2013	\$6,000,000	\$5,000,000	25	25
		120%		100%

Amount due from Lenoir County in 2013 = \$77,000 x 180%/2 = \$69,300

Amount due from Lenoir County in 2014 = \$68,000 x 100% + accruals from previous year = \$75,700

No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as delegating governmental powers or as a donation or a lending of the credit of the County within the meaning of the State constitution. This Agreement shall not directly or indirectly or contingently obligate the County to make any payments beyond those appropriated in the County's sole discretion for any fiscal year in which this Agreement shall be in effect. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the County's moneys. To the extent of any conflict between this paragraph and any other provisions of this Agreement, this paragraph shall take priority.

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 8/1/11 **ITEM NO.:** 6

RESOLUTION: Authorizing Select Custom Apparatus, Inc. To Remount a 2008 Wheeled Coach Ambulance Box for the Amount of \$59,995

SUBJECT AREA: Purchases/Bids

ACTION REQUESTED:

The Board is requested to authorize the Emergency Services Department to remount a 2008 Wheeled Coach ambulance box. All work will be done by Select Custom Apparatus.

HISTORY/BACKGROUND:

Lenoir County Emergency Services has been purchasing wheeled coach ambulances since 2002, and we have always received good service, as well as a good price. In 2008, Lenoir County purchased a Chevrolet ambulance made by Wheeled Coach. At the time of purchase, there was a 100,000 mile warranty on the ambulance. This warranty covered motor and drive train. Since the purchase, we have installed two separate transmissions, which were covered by the warranty, as well as performed numerous repairs to the air conditioning and braking systems. This truck has 140,000 miles and is still in need of repair.

EVALUATION:

Maintenance cost for this vehicle in the last 18 months, have exceeded \$23,000. Currently, this truck needs a new motor. The cost of a new motor will be between \$10,000-12,000. We feel that remounting the box of this truck onto a new 2011 Chevrolet cab and chassis will be the best course of action. In this year's budget, we budgeted to purchase one ambulance. Staff feels we can save money by remounting the box of the ambulance onto a new cab and chassis. The turnaround time for a remount is a lot shorter than having to build an ambulance. A new truck costs around \$130,000. A remounted truck can cost about \$60,000. We could actually remount two trucks for the price of one new vehicle. With the problems we have experienced with this 2008 truck, we feel money is better spent to remount, rather than purchase a new ambulance.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

Initials

RESOLUTION: NOW THEREFORE, BE IT RESOLVED by the Lenoir County Board of Commissioners that the Emergency Services Department remount the 2008 Wheeled Coach ambulance box for the amount of \$59,995.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman 08/1/11
Date

ATTEST 08/1/11
Date

Item No.: 7A



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

FY 2011 - 2012
Appropriations

Budget Amendment # _____
Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
TRANSPORTATION		ADMINISTRATION		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>			Check One Box New Appropriation: <input type="checkbox"/> Line Item Transfer: <input type="checkbox"/>		
REVENUES			EXPENDITURES		
Account # and Title		Amount	Account # and Title		Amount
<u>INCREASE</u>			<u>DECREASE</u>		
22-3452-3606	GRANT-EMP	26,316.00	22-4510-2500	GAS, OIL	-15,000.00
			22-4510-3530	MAINT/REPAIR-VEHICLES	-14,100.00
<u>DECREASE</u>					
22-3452-3602	RGP	-6,716.00			
22-3452-3605	SUPPLEMENTAL RGP	-19,406.00			
22-3452-3607	SUPPLEMENTAL EMP	-15,266.00			
22-3452-3611	EDTAP-SUPPLEMENTAL	-3,479.60			
22-3452-3612	EDTAP	-2,131.60			
22-3452-3616	EDTAP-COUNCIL ON AGING	-3,198.40			
22-3452-3617	EDTAP-COA-SUPPLEMENTAL	-5,218.40			
Total		-29,100.00	Total		-29,100.00

Reason and Justification for Request:

BUDGET AMENDMENT TO BRING BUDGETED AMOUNTS IN LINE WITH ACTUAL APPROVED NUMBERS. WHENEVER THE BUDGET IS BEING PREPARED, APPLICATIONS ARE ALSO IN THE PROCESS OF BEING SUBMITTED FOR FUNDING, BUT THE ACTUAL APPROVED AMOUNTS ARE NOT RECEIVED UNTIL AFTER THE NEW FISCAL YEAR HAS BEGUN.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Joy A. B...</i>	7/18/11	<i>Melinda H. M...</i>	7/18/11
Budget Officer Approval	Date		
<i>M...</i>	7/20/11		
Board Approval (When Applicable)	Date	Date of Minutes	

BUDGET ORDINANCE AMENDMENT:
 GENERAL FUND:
 (GENERAL)AID TO COUNTY
 LINE ITEM BUDGET INCREASE\$134,540.00

Item No.: 7B



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2011 - 2012
 Appropriations

Budget Amendment # _____
 Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		HEALTH		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> REVENUES			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> EXPENDITURES		
Account # and Title		Amount	Account # and Title		Amount
<u>Increase</u>			<u>Increase</u>		
10-3511-3300	Aid to County	134,540.00	10-5110-2900	<u>Essential Services</u> Dept Supplies	\$ 134,540.00
Total		134,540.00	Total		\$ 134,540.00

Reason and Justification for Request:

Budget Amendment to be designated for use in providing Ten Essential Services for any "Health Status or Health Need" as determined locally.

Department Head Approval	Date	Finance Officer Approval	Date
<i>[Signature]</i>	7/14/11	Marta H. Martin	7/14/11
Budget Officer Approval	Date		
<i>[Signature]</i>	7/20/11		
Board Approval (When Applicable)	Date	Date of Minutes	

Finance Office - Copy

Department - Copy

Administration - Copy

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 08/1/11 **ITEM NO.:** 8A

RESOLUTION: Authorizing: A Purchase Order To Oliver Glass For Replacing Broken Windows At The Old Pink Hill Gymnasium In The Amount Of \$4,979.00

SUBJECT AREA: Purchases / Bids

ACTION REQUESTED:

The Board is requested to issue a purchase order to Oliver Glass in the amount of \$4,979.00 to remove old window casings and replace windows in the old Pink Hill Gymnasium.

HISTORY/BACKGROUND:

The Recreation Department has used this facility since 1980 for all of its recreation activities in Pink Hill. Mr. Johnnie Sheppard and wife have agreed to lease the facility for one (1) year and a day and then donate the property to Lenoir County for \$1.00 at the end of the lease. This will allow the Recreation Department to work in conjunction with the Town of Pink Hill to provide recreation services to the southern end of the county.

EVALUATION:

The windows in the back of the old Pink Hill gym have been vandalized and need to be replaced. We are requesting to remove the old window casings and replace them with new casings and office resistance glass to deter further vandalizing of the windows. The Recreation Department leases the old Pink Hill gym for \$1.00/year in order to provide the Town of Pink Hill with recreation services.

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 08/1/11 **ITEM NO.:** 8B

RESOLUTION: Authorizing A Purchase Order To Stallings Plumbing, Heating & A/C Co. Inc.,
To Replace Two (2) Of The First Floor HVAC Units At The Neuseway Planetarium, Health &
Science Museum: \$5,301.00

SUBJECT AREA: Purchases / Bids

ACTION REQUESTED:

The Board is requested to issue a purchase order to Stallings Plumbing, Heating & A/C Co. to replace two (2) small HVAC units in the downstairs at the Neuseway Planetarium, Health & Science Museum.

HISTORY/BACKGROUND:

The 5000-square-foot museum features hands-on health and science exhibits and programs. Exhibits include a "giant" Operation game, a miniature replica of Lenoir Memorial Hospital that children can crawl into, an underground tunnel that portrays itself as a human blood vessel, and a replica of the mouth, stomach, and intestines where you can crawl and explore. The 52-seat planetarium is a large, round room with a 24-foot giant dome where the sky (sun, moon, stars, planets, etc.) is projected. Thousands of visitors and school children visit the museum year round and the air conditioning unit has stopped working.

EVALUATION:

Two (2) of the five HVAC units downstairs in the Planetarium are no longer working and need to be replaced. The price includes installing two (2) 3 ton wall mount heat pumps with heat strips digital thermostats. The old units were used when first installed (one of the units was given by the Library when it was renovated) and need to be replaced with two (2) efficient units.

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 8/1/11 **ITEM NO.:** 9A

RESOLUTION: Approving Insolvent Personal Property Tax List

SUBJECT AREA: Legal

ACTION REQUESTED:

Approval of resolution declaring all uncollected taxes on personal property as “insolvent.”

HISTORY/BACKGROUND:

All uncollected taxes on personal property (for persons who listed no real property) are declared “insolvent” after the close of the fiscal year. However, every remedy allowable by law will continue to be pursued toward collection of these taxes.

EVALUATION:

Pursuant to NCGS 105-373 the Tax Collector is required to provide a list of all persons whose personal property taxes for the preceding year remain unpaid and the amount owed by each. Upon receiving the report, the governing body of the taxing unit shall enter upon its minutes the names of persons owing taxes (but who listed no real property) whom it finds to be insolvent, and it shall by resolution designate the list entered into its minutes as the insolvent list to be credited to the Tax Collector in his settlement.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval of resolution declaring persons with unpaid tax on personal property (and owning no real property) insolvent.


Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the attached list of persons not owning real property whose personal property taxes remain unpaid be declared as the "insolvent list" to be credited to the Tax Collector in his annual settlement; and be it further resolved that this list be filed as part of the minutes of this meeting with the Clerk of the Board.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman

08/01/11
Date

ATTEST

08/01/11
Date

REPORT OF INSOLVENTS

To: Lenoir County Board of Commissioners

The undersigned tax collector respectfully reports that certain personal property taxes levied for the year 2010 remain uncollected, such uncollected taxes being set out on the attached list. Said taxes are not liens upon real estate. The undersigned tax collector has made diligent efforts to collect said taxes by use of remedies against personal property as provided by law but has been unable to locate sufficient property belonging to delinquent taxpayers out of which the taxes might be collected. In every instance in which the tax collector has been able to discover through diligent inquiry the existence of property belonging to delinquent taxpayers within other taxing units in North Carolina, the undersigned has proceeded under the provisions of G.S. 105-364.

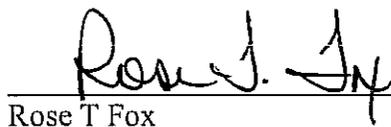
The undersigned requests that the attached list of personal property taxes be declared insolvent and credited upon annual settlement.

This 26th day of July, 2011.



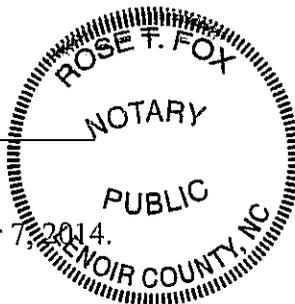
Darrell Parrish
Lenoir County Tax Collector

This is to certify that Darrell Parrish personally appeared before me this 26th day of July, 2011 to sign this statement.



Rose T Fox

My commission expires November 7, 2014.



INTRODUCED BY: Michael Jarman, County Manager **DATE:** 8/1/11 **ITEM NO.:** 9B

RESOLUTION: Approving 2010-2011 Tax Collectors Annual Settlement

SUBJECT AREA: Legal

ACTION REQUESTED:

Approval of Tax Collector's 2010-2011 Annual Settlement

HISTORY/BACKGROUND:

The Tax Collector has worked diligently to collect all taxes due on real and personal property. This settlement provides documentation of these efforts.

EVALUATION:

Pursuant to NCGS 105-373 the Lenoir County Tax Collector is required to make a full settlement with the governing body for all taxes.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval of resolution accepting Tax Collector's 2010-2011 Annual Settlement.


Initials

RESOLUTION:

WHEREAS, North Carolina General Statute 105-373 requires the Tax Collector to make full settlement with the governing body for all taxes, and

WHEREAS, The Tax Collector of Lenoir County has provided the Lenoir County Finance Officer and the Lenoir County Board of Commissioners a complete report of all taxes in his hands for collection.

NOW, THEREFORE, BE IT RESOLVED, BY The Lenoir County Board of Commissioners that:

The Lenoir County Board of Commissioners accept and approve the settlement of taxes as submitted by the Lenoir County Tax Collector. The County Commissioners' approval does not release the Tax Collector or his bondsman of any liability or any shortage hereafter discovered, nor does it release him in any way of his duties to use all lawful means at his disposal to collect all delinquent taxes in his hand.

The Lenoir County Commissioners acknowledge with appreciation the diligent efforts of the Tax Collector that has resulted in a 94.83% collection for the fiscal year 2010-2011.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham Jr., Chairman

08/01/11
Date

ATTEST

08/01/11
Date



County of Lenoir

Office of the
Tax Administrator

Drawer 3289
Kinston, N.C. 28502

July 26, 2011

George W Graham Jr., Chairman
Lenoir County Board of Commissioners
PO Drawer 3289
Kinston, NC 28502

Dear Mr. Graham:

Re: Annual Settlement of Property Taxes Collected for Fiscal Year 2010-2011

As required by North Carolina General Statute 105-373, attached is the annual settlement of all property taxes collected for the County of Lenoir for the fiscal year 2010-2011 and prior fiscal years from 2000.

Enclosed is the required list of persons owning real property whose taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person.

A second required list of persons not owning real property, whose personal property taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person, is also enclosed. Attached to this list is a required report of insolvents and a request to declare these unpaid personal property taxes to be insolvent.

This settlement of both current and prior years taxes has been made to and is satisfactory with, the Finance Officer of Lenoir County.

Sincerely,

Darrell Parrish
Lenoir County Tax Collector

Lenoir County Finance Officer

Copy: County Commissioners
County Manager
County Finance Officer

July 26, 2011

2010 – 2011 Levy

CHARGES

1. 2010 – 2011	\$30,491,318.62
2. Lien Cost and Interest Collected	<u>125,564.85</u>
TOTAL	\$30,616,883.47

CREDITS

1. Amount deposited in bank	\$29,033,939.70
2. Principal real tax owed	916,007.41
3. Amount of insolvent taxes owed (personal)	<u>666,936.36</u>
TOTAL	\$30,616,883.47

Percent Collected 94.83%

Collection of Prior Years Taxes

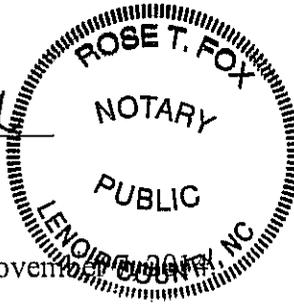
<u>Year</u>	<u>Levy</u>	<u>Taxes Collected</u>	<u>Percent Collected</u>	<u>Taxes Uncollected</u>
2009-2010	\$30,905,623	\$30,327,578	98.13%	\$578,045
2008-2009	29,820,535	29,491,411	98.90%	329,124
2007-2008	29,183,038	28,944,621	99.18%	238,417
2006-2007	28,326,904	28,122,641	99.28%	204,263
2005-2006	26,171,844	26,011,267	99.39%	160,577
2004-2005	25,162,015	24,988,747	99.31%	173,268
2003-2004	24,795,427	24,704,411	99.63%	91,016
2002-2003	24,264,195	24,178,658	99.65%	85,537
2001-2002	24,571,833	24,493,951	99.68%	77,882
2000-2001	21,520,148	21,455,596	99.70%	64,552

I, Darrell Parrish, do so solemnly swear that all statements and all figures shown in the Annual Report are correct to be best of my knowledge.


Darrell Parrish
Lenoir County Tax Collector

This is to certify that Darrell Parrish personally appeared before me this 26th day of July, 2011 to sign this statement.


Rose T Fox



My commission expires November 2011

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 8/1/11 **ITEM NO.:** 10A

Resolution Approving and Adopting the revised Future Land Use Plan of Lenoir County, NC

SUBJECT AREA: Zoning - Future Land Use Plan Revised

ACTION REQUESTED:

Approve and adopt the revised Future Land Use Plan of Lenoir County, NC

HISTORY / BACKGROUND:

The current Future Land Use Plan was approved and adopted on July 1, 2001 and serves as a supporting document to our Zoning and other land use ordinances – manufactured housing park ordinance and subdivision regulations. The plan is a resource tool and guide that assists the Board of Commissioners and other public bodies in making decisions concerning the future of the county. The plan also contains comprehensive information and land use and development guidance that will assist private landowners and developers in making decisions that are consistent with the goals of the county. The plan is also a resource guide for local and regional transportation planning through the Rural Planning Organization (RPO) and the NCDOT.

EVALUATION:

The Lenoir County Planning Board held a public meeting on Thursday, June 16, 2011 to review and make a recommendation for the revised Future Land Use Plan. The county planning staff was requested by the Transportation Committee Chairman and the RPO Planner, to update our current plan to reflect the current and future transportation needs of the county. Staff reviewed the Plan and recommendations were made to the Planning Board to revise the table regarding major highway improvement plans to reflect the current State Transportation Improvement Program. The Planning Board voted unanimously to recommend to the County Commissioners for the adoption of the revised Lenoir County Future Land Use Plan as submitted by the planning staff and to be retroactively effective as of July 1, 2011.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

MW
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the Lenoir County Future Land Use Plan be adopted as revised and effective as of July 1, 2011.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Daughety _____

Sutton _____ Pharo _____ Rouse _____

George W. Graham, Jr., Chairman Date

ATTEST Date

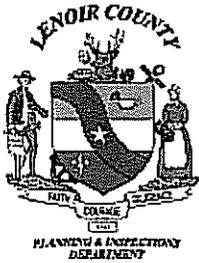
Improvements are required on many of the arterials and major collectors identified on the Thoroughfare Plan in order for the roads to meet their intended purpose. The NCDOT's Transportation Improvement Program is the program that allocates funding for road improvements.

The roads in the planning area that are either scheduled on DOT's **Transportation Improvement Program** or are identified as a TIP project but are not funded in the current program are shown in Table 4 and illustrated in Map 8.

Table 4
Lenoir County Future Land Use Plan
Major Highway Improvement Plans

Project	Description	Status
NC 148 – C.F. Harvey Pkwy	Multi-lanes between US 70 and NC 58 on new location; Multi-lanes between NC 58 & NC 11 on new location	Part under construction; Unfunded
NC 11 North - Connector	Multi-lanes between Hwy 70 Bypass to NC 11 – 58 on new location	Unfunded
US 70 – Kinston By-pass	Construct freeway by-pass on new location	Funded 2016 – 2020
US 258 (north) US 258 (south)	Widen to 4 lanes from Kinston to Wilson; Widen from Onslow County To US 70 at Kinston	Project estimates prepared; Unfunded
NC 11 South - Pink Hill Bypass	Construct freeway by-pass on new location from NC 11 to NC 241	Unfunded
NC 58 Freeway	Construct NC 58 freeway from Kinston to Wilson on new location	Unfunded

Source: ncdot.gov, State Transportation Improvement Program, 2009-2015



**LENOIR COUNTY
PLANNING BOARD**
LENOIR COUNTY ADMINISTRATION BUILDING
PO BOX 3289
101 NORTH QUEEN STREET
KINSTON, NC 28502
PHONE: 252-559-2260
FAX: 252-559-2261



MEMO

To: Lenoir County Board of Commissioners
From: Lenoir County Planning Board & Staff
Subject: Revised Future Land Use Plan - Recommendation
Date: July 22, 2011

The Lenoir County Planning Board held a public meeting on Thursday, June 16, 2011 to review and make a recommendation for the revised Future Land Use Plan. The county planning staff was requested by the Transportation Committee Chairman and the RPO Planner, to update our current plan to reflect the current and future transportation needs of the county. Staff reviewed the Plan and recommendations were made to the Planning Board to revise the table regarding major highway improvement plans to reflect the current State Transportation Improvement Program. All other aspects and planning goals of the Future Land Use Plan were deemed to still be relevant and preserves the aim to enhance the county's environment and quality of life.

The Planning Board voted unanimously to recommend to the County Commissioners for the adoption of the revised Lenoir County Future Land Use Plan as submitted by the planning staff and to be retroactively effective as of July 1, 2011.

Information regarding this matter is available at the Planning and Inspections Department office, Lenoir County Administration Building, 101 North Queen Street, Kinston (252-559-2260, ext. 7253) during regular business hours.

Sincerely,

A handwritten signature in cursive script that reads 'Wayland Humphrey'.

Wayland Humphrey,
G.I.S./Planning Coordinator
Lenoir County Planning & Inspections Dept.

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 8/1/11 **ITEM NO.:** 10B

Resolution Approving the Rezoning of Properties on Hwy. 258 North from Rural to Commercial

SUBJECT AREA: Zoning-Ordinance Map Amendment

ACTION REQUESTED:

Approve the Rezoning of properties on Hwy. 258 North, approximately 3.1 acres, from Rural to Commercial.

HISTORY / BACKGROUND:

The current use of the property in question is mini-storage, used car sales, and office space for lease. It is adjacent to existing rezoned vacant property (16 acres), residential, and other light commercial property in the area. The property is also located approximately 500 feet south of the C.F. Harvey Pkwy and future interchange, which will provide adequate road access to the NCGTP and other businesses in the area. The property has approximately 440 feet of road frontage located on the already improved portion (5 lane) of U.S. 258 North.

EVALUATION:

The Lenoir County Planning Board held a public meeting on Thursday, July 21, 2011 to review and make a recommendation for the Hwy. 258 North properties to be rezoned. Through extensive investigation, the Lenoir County Planning and Inspections Department found that the rezoning would be consistent with the intent of the Lenoir County Land Use Plan. Highway commercial corridors are located along the major arrival areas for the community. These areas are well suited for a mixture of commercial and business uses that typically require high visibility and good road access, or which cater to passing motorists. The Planning Board voted unanimously to recommend to the County Commissioners for the rezoning of those properties along Hwy. 258 North, for Commercial use. (See map attachment)

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

MWJ

Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the properties on Hwy. 258 North be rezoned from rural to commercial properties.

AMENDMENTS:

MOVED _____ SECOND _____

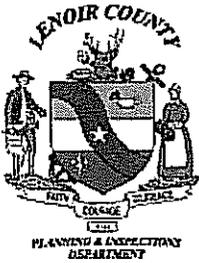
APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Daughety _____

Sutton _____ Pharo _____ Rouse _____

George W. Graham, Jr., Chairman _____
Date

ATTEST _____
Date



**LENOIR COUNTY
PLANNING BOARD**
LENOIR COUNTY ADMINISTRATION BUILDING
PO BOX 3289
101 NORTH QUEEN STREET
KINSTON, NC 28502
PHONE: 252-559-2260
FAX: 252-559-2261



MEMO

To: Lenoir County Board of Commissioners
From: Lenoir County Planning Board & Staff
Subject: Hwy 258 North - Rezoning Recommendation
Date: July 22, 2011

The Lenoir County Planning Board held a public hearing on Thursday, July 21, 2011, at 6:00 p.m., to review the request and make a recommendation for Hwy 258 North properties, owned by Steve Squires, to be rezoned to Commercial. The proposed location of the subject property is the west side of Hwy 258 North at the Dobbs Farm Rd intersection and is situated in the Falling Creek Township. The property is identified as 2626 & 2638 Hwy 258 North and also Tax Record numbers 1637 & 3830, and contains approximately 3.1 +/- acres total. The subject property, which is located within the unincorporated jurisdictional limits of Lenoir County, has a current zoning designation of Rural. The property currently has multiple uses: mini-storage, used car sales, and office building for lease.

Through extensive investigation regarding this request, the Lenoir County Planning and Inspections Department has found that the rezoning would be consistent with the intent of the Lenoir County Future Land Use Plan.

The Planning Board voted unanimously to recommend to the County Commissioners the rezoning request for those properties delineated along Hwy 258 North, to Commercial use. (See map attachment)

Information regarding this matter is available at the Planning and Inspections Department office, Lenoir County Administration Building, 101 North Queen Street, Kinston (252-559-2260, ext. 7253) during regular business hours.

Sincerely,

A handwritten signature in cursive script that reads 'Wayland Humphrey'.

Wayland Humphrey,
G.I.S./Planning Coordinator
Lenoir County Planning & Inspections Dept.

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 08/01/11 **ITEM NO.** 11

RESOLUTION: Authorizing The County Manager to execute a 36 month Service and Use Contract with Carolina Telephone LLC – East (“Embarq”) for data equipment with subsequent financing agreement with GE Capital along with a Product and Services agreement with Centurylink Sales Solutions, Inc.

SUBJECT AREA: Purchases / Bids

ACTION REQUESTED:

Approval Authorizing The County Manager to execute a 36 month Service and Use Contract with Carolina Telephone LLC – East (“Embarq”) for data equipment with subsequent financing agreement with GE Capital along with a Product and Services agreement with Centurylink Sales Solutions, Inc.

HISTORY/BACKGROUND:

Lenoir County operates its own data infrastructure that includes phones, audio, video and data. Due to the ever increasing utilization of this infrastructure we lease our hardware so that we can upgrade as more efficient less expensive equipment is manufactured.

EVALUATION:

Our current equipment is going 4 years old and is aging out with maintenance cost starting to rise. We can replace our current data switches with new switches with a 10X faster backplane and reduce our annual costs by \$33,000.00. In addition this equipment would allow for increased traffic throughput for all of our data, voice and video applications including video arraignment, video training onsite, and video visitation. Please see attached Service and Use Contract and Equipment list for details of contract and Equipment.

MANAGER'S RECOMMENDATION:

Respectfully Recommend Approval.

Initials

RESOLUTION: NOW, THEREFORE BE IT RESOLVED By the Lenoir County Board of Commissioners Authorize The County Manager to execute a 36 month Service and Use Contract with Carolina Telephone LLC – East (“Embarq”) for data equipment with subsequent financing agreement with GE Capital along with a Product and Services agreement with Centurylink Sales Solutions, Inc.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

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

George W. Graham, Jr., Chairman

08/01/11
Date

ATTEST 08/01/11
Date

Products and Services Agreement

This Products and Services Agreement ("Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.**, as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and Lenoir County ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

By: _____
Printed: _____
Title: _____
Date: _____

Address for Notices: Sales Administration
665 Lexington Avenue
Mailstop: OHMANB0107
Mansfield, OH 44907

And if related to a dispute to:
CenturyLink – Attn: Sr. Assistant
General Counsel, Commercial Law
5454 W. 110th Street
Overland Park, KS 66211

Lenoir County

By: _____
Printed: _____
Title: _____
Date: _____

Customer Address: 130 S Queen St
Kinston, NC 28501

Address for Notices (if different from above): _____

Sales Rep: Wanda Straub
Sales Rep Phone: (910) 455-9114

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Services to Customer is listed on each Price Quote. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 10-055927

2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

Services & Use Agreement

Customer Address

Name Lenoir County		
Street Address 130 S Queen St		
City Kinston	State NC	Zip 28501
Site Contact	Telephone No. (252) 523-0371	County

Billing Address

Name LENOIR COUNTY		
Street Address 130 S. Queen Street		
City Kinston	State NC	Zip 28501
Billing Contact	Telephone No.	Fax No.

Terms of Agreement	
Initial Term	36 months
Equipment Payment	\$ 5593.23
Services Payment	\$ 0.00
Centurion Payment (contracted for under separated agreement)	\$ 1755.51
Total Monthly Payment	\$ 7348.74
Advance Payment - (due & payable to Embarq at the time of the execution of this Agreement)	\$ 0.00
Deposit for Recurring Service	\$ 0

This Services and Use Agreement is made and entered into this 06/20/2011 ("Effective Date") by and between Carolina Telephone Llc - East ("Embarq") and the Customer named above ("Customer"). This Services and Use Agreement consists of this page, the Equipment List, the Services List, the Additional Terms of Agreement, and Customer's Responsibilities (as amended and supplemented, collectively, the "Agreement").

Subject to the terms and conditions of this Agreement, Embarq will provide certain Equipment (including any software) identified on the attached Equipment List, which software is subject to the Software License Agreement attached hereto (if applicable), and those Services identified on the Services List for use by the Customer in accordance with the terms and conditions set forth in the Additional Terms of Agreement and Customer's Responsibilities. The Total Monthly Payment set forth above, which includes the Equipment Payment and the Services Payment, does not include other charges for other telephone service or other services related to this Agreement which also appear on the Customer's telephone bill. The Monthly Payment plus applicable taxes will be billed in advance by Embarq on Customer's telephone bill.

CUSTOMER REPRESENTS AND WARRANTS THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. CUSTOMER ACKNOWLEDGES BY ITS SIGNATURE THAT IT HAS READ AND UNDERSTANDS ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL ATTACHMENTS AND SCHEDULES.

Each party has caused this Agreement to be executed by its duly authorized representative on the date set forth below its signature but effective as of the Effective Date set forth above.

AGREED:

Carolina Telephone Llc - East

By: _____
Printed: _____
Title: _____
Date: _____

Lenoir County

By: _____
Printed: _____
Title: _____
Date: _____

Address For Notices:
665 Lexington Avenue
Mailstop: OHMANB0107
Mansfield, OH 44907

Address for Notices (if different from above):

And if related to a dispute to:
Embarq - Attn: VP, Commercial Law
5454 W. 110th Street
Overland Park KS 66211

SERVICES LIST

Contract No. 11JSBUTYPZWQ

Installation Address

Name Lenoir County		
Street Address 130 S Queen St		
City Kinston	State NC	Zip 28501
Billing Contact	Telephone No. (252) 523-0371	Fax No.

1. **TERM.** The Term will begin as specified in Section 5 of the Additional Terms of Agreement. The duration of the Term will be as specified below and may be extended in accordance with Section 5 of the Additional Terms of Agreement.
2. **SERVICE.** Embarq will provide to Customer those Service(s) identified below at the service address listed above.

Type of Service	Term (Months)	Total Recurring Monthly Rate	Total Non-Recurring Charge
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

3. **RATES.** Tariffed rates are subject to change without notice. Other rates will remain fixed for the Term. Rates quoted above are exclusive of applicable taxes and surcharges stated separately on Customer's monthly bill.
4. **TARIFFS / TERMS AND CONDITIONS.**
 - 4.1 **TARIFFS.** Embarq provides certain Services under Embarq's Tariffs, as posted to www.embarq.com/ratesandconditions, filed with, and approved by, respective federal and state regulatory commissions. Embarq may modify its Tariffs. Embarq's applicable Tariff provisions control over inconsistent or conflicting terms in this Agreement.
 - 4.2 **STANDARD TERMS AND CONDITIONS AND PRODUCT ANNEXES.** Embarq offers all other Services under the Embarq Standard Terms and Conditions for Communications Services and the applicable annexes posted at www.embarq.com/ratesandconditions. For certain Nevada Services, the Nevada local terms of service posted at www.embarq.com/ratesandconditions apply instead of the Embarq Standard Terms and Conditions for Communications Services.
5. **TERMINATION.** In the event Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of Service prior to the end of the Term, termination liability will apply as calculated and set forth in the applicable Tariff or terms and conditions. Any termination of Service or payments required under this Section is distinct and separate from Customer's obligations for the Equipment as specified in the Additional Terms of Agreement.

ADDITIONAL TERMS OF AGREEMENT

1. Delivery and Installation. Embarq shall deliver, install and test the Equipment and any associated software (collectively, "Equipment") described on the Equipment List at the location described in the Equipment List ("Installation Site"). Installation and testing shall comply with all applicable laws and regulations. The installation shall include the necessary labor, supervision, tools and equipment, technical and professional services, cabling and associated hardware as required, and site clean up relating to the installation. All of the work shall be in conformance with manufacturer's specifications. Customer's responsibilities with respect to installation are as described in the attachment titled "Customer's Responsibilities."

2. Customer Acceptance. Embarq shall certify in writing to Customer that the installation and testing of Equipment has been completed and that the installed Equipment is in good working order and has been connected to the telephone switched network, all in conformance with manufacturer's specifications. Customer shall inspect the Equipment within five (5) days of its receipt of the certification. If it finds the foregoing statement to be correct, it shall within 5 days execute Embarq's Certificate of Customer Acceptance (or other document provided by Embarq) or notify Embarq in writing as to any reasons for rejection. If Customer does reject the Equipment because it does not comply with the foregoing, Embarq shall have the right to cure any defects within a reasonable time, taking into account the necessity of procuring replacement Equipment or parts and correcting or modifying the installation of the Equipment and submit a new certification. If Customer does not provide Embarq with either a completed Certificate of Customer Acceptance or notice of rejection within the required 5 day period, Embarq may deem such lack of response as Customer's irrevocable acceptance of the Equipment on the sixth day after Embarq's certification.

3. Cancellation Fee. Once the Equipment is accepted by Customer, Customer's obligations under this Agreement are non-cancelable. However, in the event Customer repudiates this Agreement or gives notice of cancellation or otherwise breaches this Agreement prior to delivery of the Equipment, Customer shall pay to Embarq, upon demand, a sum equal to the greater of six (6) monthly Equipment Payments stated on page one of this Agreement or any actual damages incurred by Embarq as cancellation fee, and not as a penalty. In the event of cancellation after the Equipment is delivered but prior to acceptance, Customer shall be liable for an amount equal to Embarq's Loss (as defined in Section 20) less any Advance Payment. In any event of cancellation, Embarq will, to the extent permitted under applicable law, retain any Advance Payment.

4. Additional Conditions Precedent. As conditions precedent to Embarq's obligations under this Agreement, Customer agrees (a) to execute and deliver to Embarq a Certificate of Secretary, an opinion of counsel, and any other documents reasonably requested by Embarq, all of which documents shall be in a form and substance satisfactory to Embarq, and (b) that there shall have been no material adverse change in Customer's business, operation, or financial condition. Embarq's performance of this Agreement is subject to the approval of Customer's credit.

5. Term and Renewal. The Initial Term of this Agreement shall commence on the acceptance date set forth in the Certificate of Customer Acceptance or as otherwise provided under Section 2 ("Commencement Date") and continue for the number of months designated as the Initial Term on page one of this Agreement. The

Agreement will be automatically renewed for an additional twelve (12) months unless Customer notifies Embarq in writing no less than ninety (90) days prior to the expiration of the Initial Term of its intention not to renew this Agreement. Thereafter, this Agreement shall be automatically extended on a month-to-month basis until either party gives the other not less than thirty (30) days prior written notice of its intention to terminate this Agreement. Any renewals or extensions shall be on the same terms and conditions as set forth on the first page of this Agreement (as the same may be subsequently modified) including, without limitation, the Total Monthly Payment. "Term" shall mean the Initial Term and any renewal or extension thereof.

6. Services. Embarq shall provide those services, if any, as described on the Services List during the Term. These Services will be provided in accordance with the terms stated on the Services List. Embarq shall assure that Services if any, provided under this Agreement shall operate as specified in the terms and conditions pertaining to such Services and will make any repairs necessary to assure such continued operation

7. Payment. Customer shall pay the Equipment Payment and the Services Payment (if any) during the Term of this Agreement beginning on the Commencement Date. Payments are due and payable monthly in advance. Advance Payment(s) paid by Customer will be applied first to the first Total Monthly Payment and then to the last Total Monthly Payment(s). Advance Payment(s) may be commingled with other funds, shall not earn interest unless otherwise required by law, and are not refundable if the Agreement does not commence. Unless Customer is otherwise notified by Embarq or Embarq's Assignee (as defined in Section 18) the billing for the Monthly Payment will be included in the Customer's telephone bill from Embarq and the time and conditions of payment will be the same as those for payment of the telephone bill. Late charges and/or collection fees, if any, will be (to the extent permitted under applicable law) the same as those assessed for late payment of the telephone bill.

The Equipment Payment is based on the Equipment described in the Equipment List. The Services Payment, if any, is based on the specific Services described in the Services List. If the Equipment and/or Services are increased or decreased as a result of job change orders prior to the Commencement Date, the Equipment Payment and/or the Services Payment, as applicable, shall be adjusted as agreed to by the parties. If the tariff rate for Services is changed, Customer will be billed for the Services at the new rate as permitted in the applicable tariff.

8. Taxes and Fees. If a taxing jurisdiction requires sales tax be paid at the commencement of this Agreement and Customer elects not to pay the up front sales tax but to have it included in the Equipment Payment, Embarq will include it in the Equipment Payment. Sales and use taxes on the Equipment will be added to the Equipment Payment, if applicable, and sales tax will be added to any Services Payment, if applicable. In addition, Customer shall promptly reimburse Embarq, on demand, as additional payments, all other taxes, such as property taxes, and charges imposed by any federal, state or local governmental or taxing authority relating to this Agreement, Equipment (whether assessed against Customer or Embarq) or any payments due hereunder, excluding however, all taxes computed upon the net income of Embarq.

Customer shall provide Embarq prior to the Commencement Date with any sales or use tax exemption certificates, letter certifications, or other documentation issued by any taxing

authority relative to Customer's exemption from any sales or use tax.

9. Title, Personal Property, Inspection and UCC's. Title to the Equipment shall at all times remain in Embarq or its Assignee (as defined in Section 18). The Equipment shall at all times remain personal property even if it is attached to real property or any improvements thereon. At Customer's expense, Customer shall at all times (a) keep the Equipment free and clear of all liens and encumbrances except for those arising through Embarq or its Assignee, and (b) otherwise cooperate to defend Embarq's interest in the Equipment and to maintain the status of the Equipment as personal property. Embarq may inspect the Equipment and any related maintenance records at any reasonable time during Customer's normal business hours. Customer shall provide Embarq prompt access to the Equipment as may be necessary to inspect the Equipment and to deliver Services. Customer agrees to execute and deliver, upon written demand and at its expense, any documents reasonably necessary to evidence the intent of this Agreement and/or to protect Embarq's interest in the Equipment.

Customer authorizes Embarq and its Assignee and their agent(s) to sign UCC financing statements on behalf of Customer and to file financing statements without Customer's signature. Customer agrees to pay Embarq's out-of-pocket costs of filing and/or recording such documentation. Customer acknowledges that it is not purchasing the Equipment and is not acquiring any rights in the Equipment other than the right to use the Equipment for the Term. The filing of any financing statements shall not be deemed evidence of any contrary intent but of an attempt to protect Embarq's rights and title to the Equipment. Customer shall notify Embarq at least thirty (30) days before any change in its name, state of organization or other legal organizational status that may affect any filed financing statements. Requests for identification of the Equipment or for accounting must be sent to Embarq, by certified mail at the address specified on page one of this Agreement, unless Embarq otherwise directs in writing.

10. Maintenance/Warranty. Except for any maintenance obligations specifically undertaken by Embarq hereunder, the Customer is required to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and in compliance with all applicable manuals. The manufacturer of the Equipment warrants that the Equipment will be free from defects in material and workmanship and will conform to the manufacturer's specifications during the manufacturer's warranty period. Embarq or its subcontractor shall provide maintenance in accordance with the manufacturer's warranty and under the terms of a maintenance agreement separately executed by Embarq and Customer.

Any repair or service performed pursuant to Customer's request, which is not covered pursuant Embarq's obligation to maintain or warrant the Equipment shall be billed at Embarq's then current rates and charges. Customer shall promptly pay such amounts upon receipt of Embarq's invoice. Moves, adds and changes of Equipment and/or Services, if any, are not considered maintenance, and if requested by Customer will be paid for by Customer either in cash or as a modification to the payment amount shown on page one of this Agreement, at Embarq's then existing rates for moves, adds and changes.

At all times during the Term, Customer shall use the Equipment for its designated purpose and in compliance with all applicable laws and keep the Equipment in its possession and control and shall not permit the Equipment to be moved from the Installation Site without Embarq's prior written consent. Further, Customer

shall not allow anyone other than Embarq authorized maintenance technicians to maintain or otherwise repair, adjust or relocate the Equipment.

Embarq's obligation to maintain and warrant the Equipment shall not extend to any Equipment which has been subjected to misuse, neglect, accident, abuse, failure or surge of electric power, failure of environmental control, improper repair or service by persons other than Embarq or its contractors, electrical storms, lightning or failures resulting from other extrinsic causes. Should any defects covered by this maintenance/warranty obligation appear within the Term of this Agreement, Customer shall notify Embarq and Embarq shall have a reasonable time to cure such defect. Embarq shall, at its option, repair or replace the defective part or parts at its expense. Repair or replacement parts, which shall be furnished on an exchange basis, may be new or used with equivalent-to-new performance. Returned parts shall become the property of Embarq. Any Equipment installed in connection with warranty or maintenance service or manufacturer's upgrades provided at no charge to Customer shall be the property of Embarq. The obligation to repair or replace defective or failed Equipment shall be the Customer's sole remedy with respect to the maintenance/warranty obligation. Customer may not withhold or delay payment due under this Agreement as a result of maintenance, warranty or repair matters.

EXCEPT FOR ANY WARRANTY EXPRESSLY MADE IN THIS AGREEMENT, EMBARQ HAS NOT MADE, AND DOES NOT HEREBY MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT, WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE DESIGN, QUALITY, CAPACITY, MATERIAL, WORKMANSHIP, OPERATION, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, HIDDEN OR LATENT DEFECTS, OR AS TO ANY PATENT, COPYRIGHT, OR TRADEMARK INFRINGEMENT. CUSTOMER USES THE EQUIPMENT "AS IS, WHERE IS".

11. Customer's Obligations. CUSTOMER'S OBLIGATIONS HEREUNDER, INCLUDING PAYMENT OBLIGATIONS, ARE ABSOLUTE, UNCONDITIONAL AND NON-CANCELABLE, AND NOT SUBJECT TO ANY DELAY, REDUCTION, SETOFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, WARRANTY, MAINTENANCE OR OTHER PERFORMANCE ISSUES.

12. Insurance. At its expense, Customer shall keep the Equipment insured against all risks of loss and damage for an amount equal to the installed replacement cost of the Equipment with Embarq or its Assignee named as a loss payee. Customer shall also maintain comprehensive general liability insurance with Embarq or its Assignee named as additional insured. All insurance policies shall be with an insurer having a "Best Policy Holders" rating of "B+" or better, and be in such form, amount and deductibles as are satisfactory to Embarq. Each policy must state by endorsement that the insurer shall give Embarq or its Assignee not less than thirty (30) days prior written notice of any amendment, renewal, or cancellation. Customer shall, upon request, furnish satisfactory evidence that such insurance coverage is in effect. Customer may self-insure for such coverage with prior written consent of Embarq and any Assignee, which consent shall not be unreasonably withheld.

13. Casualty. If any Equipment, in whole or in part, is lost, stolen, damaged, or destroyed, or is taken in any condemnation or similar

proceeding (an "Event of Loss"), Customer shall immediately notify Embarq. Customer shall, at its option immediately (a) place the affected Equipment in good condition and working order, (b) replace the affected item with like Equipment or software in good condition and transfer clear title and any license or (as applicable) sublicense to Embarq or (c) pay to Embarq, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV") as defined below for such affected Equipment plus any other unpaid amounts then due under this Agreement. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a pro rata amount of the Equipment Payment shall abate from the date the SLV payment is received by Embarq. Upon payment of the SLV, Embarq's (or if applicable, its Assignee's) right, title and interest in and to the applicable Equipment and the license or (as applicable) sublicense to the applicable software shall pass to Customer on an AS-IS, WHERE-IS basis, with no warranties express or implied, subject to the rights, if any, of the insurer.

The SLV shall be an amount equal to all future Equipment Payments from the last payment date for which the Equipment Payment has been paid to the end of the Term, plus an amount equal to Embarq's reasonable estimate of the fair market value of the Equipment as of the scheduled expiration of the Term, which amounts are discounted to present value at a simple interest rate of five percent (5%) per annum ("Discount Rate") or if such rate is not permitted by law, then at the lowest permitted rate. If Embarq receives any insurance proceeds, Embarq shall apply such proceeds to Customer's outstanding obligations with any remaining sums to be delivered to Customer. Services, which are dependent on Equipment no longer in service due to an Event of Loss, shall be terminated. Other Services shall continue to be provided and the Services Payment and the Total Monthly Payment adjusted accordingly.

14. Additional Equipment. Without the prior written consent of Embarq, Customer shall not allow connection of any other telephone equipment to the Equipment or modify or alter the Equipment. During the Term of this Agreement, Customer may request that Embarq purchase additional equipment selected by Customer ("Additional Equipment") and/or provide additional Services ("Additional Services"). Embarq's agreement to purchase Additional Equipment and include it under the terms and conditions of this Agreement and/or to provide Additional Services are subject to the condition that the amount payable with respect to the Additional Equipment shall not be less than \$1,000 and is subject to satisfactory credit review of Customer's credit and is offered on a co-terminus basis with the Agreement. The Total Monthly Payment for any Additional Equipment and/or Additional Services shall be as agreed upon by Embarq and Customer.

15. Software License. Lessee agrees to comply with any software license agreement associated with software constituting the Equipment.

16. LIMITATION OF LIABILITY. EXCEPT AS IS STATED IN PARAGRAPHS 10 AND 17, EMBARQ SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED IN CONNECTION WITH OR ARISING OUT OF THE EQUIPMENT OR SERVICES FURNISHED OR TO BE FURNISHED BY EMBARQ UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN. IN NO EVENT SHALL EMBARQ BE LIABLE FOR DAMAGES,

LOSSES OR EXPENSES OF ANY NATURE WHATSOEVER THAT MAY RESULT FROM THE FRAUDULENT USE OF EQUIPMENT OR SERVICES PROVIDED HEREUNDER.

17. Indemnity. Customer shall indemnify Embarq against, and hold Embarq harmless from, and covenants to defend Embarq against, any and all losses, claims, liens, encumbrances, suits, damages, and liabilities (and all costs and expenses including, without limitation, reasonable attorneys' fees) related to this Agreement, the Equipment and/or Services, including, without limitation, the selection, delivery, condition, use, or operation of the Equipment, or violation of a software license or sublicense, or arising by operation of law, but excluding any of the foregoing to the extent caused by the gross negligence or willful misconduct of Embarq or Embarq's performance of this Agreement. Customer shall assume full responsibility for or, at Embarq's sole option, reimburse Embarq for the defense thereof.

18. Assignment. Embarq may, without notice to Customer, sell, assign, grant a security interest in, or pledge its interest in all or a portion of this Agreement, the Equipment and/or any amounts payable hereunder to one or more third parties ("Assignee"). Assignee may transfer and reassign all or a portion of its interest to another third party assignee without notice to or consent of the Customer. Customer shall, if directed, pay the Equipment Payments and/or Service Payments and other amounts due hereunder as may be assigned to an Assignee even if less than the Total Monthly Payments have been assigned. **ASSIGNEE SHALL NOT BE RESPONSIBLE FOR EMBARQ PERFORMANCE OF THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE DELIVERY AND INSTALLATION OF THE EQUIPMENT, OR THE PERFORMANCE OF ANY MAINTENANCE, SERVICE OR WARRANTY OBLIGATIONS. ASSIGNEE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES RELATIVE THERETO. CUSTOMER SHALL NOT ASSERT AGAINST ANY SUCH ASSIGNEE ANY CLAIM OR COUNTERCLAIM, DEFENSE, SETOFF, RECOUPMENT OR OTHER RIGHT, WHICH CUSTOMER MAY HAVE AGAINST EMBARQ OR ANY OTHER PERSON. WITHOUT EMBARQ'S OR ASSIGNEE'S PRIOR WRITTEN CONSENT, CUSTOMER SHALL NOT ASSIGN, SUBLEASE, TRANSFER, PLEDGE, MORTGAGE OR OTHERWISE ENCUMBER ("TRANSFER") THE EQUIPMENT OR THIS AGREEMENT OR ANY OF ITS RIGHTS HEREIN OR PERMIT ANY LEVY, LIEN OR ENCUMBRANCE THEREON.** Any attempted non-consensual Transfer by Customer shall be void ab initio. No transfer shall relieve Customer of any of its obligations under this Agreement.

19. Default. Any of the following shall constitute an Event of Default: (a) Customer fails to pay when due any Monthly Payment or other amount payable hereunder that is not paid within ten (10) days of Customer's receipt of written notice of nonpayment; (b) Customer fails to perform any other material term or other agreement herein or given in connection with this Agreement that continues uncured for twenty (20) days after that party's receipt of written notice thereof; (c) the inaccuracy of any material representation or warranty made by Customer or any guarantor in connection with this Agreement and the continuation thereof for thirty (30) days or more; (d) Customer attempts to make a Transfer (as defined in Section 18) without the prior written consent of Embarq or Assignee (as applicable) which consent shall not be unreasonably withheld; (e) Customer dissolves or ceases to do business as a going concern; (f) Customer sells all or substantially all of its assets, merges or consolidates with or into, or reorganizes with any entity; (g) Customer becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition or

has an involuntary petition filed or action commenced against it under the United States Bankruptcy Code or any similar federal or state law; or (h) Any partner of Customer or any guarantor takes any actions described in subsections (e), (f), or (g) above.

20. Remedies. If an Event of Default has occurred, Embarq shall have the right to exercise one or more of the following remedies set forth below. Embarq may (a) terminate and/or declare an Event of Default hereunder, (b) recover from Customer all Monthly Payments and any and all amounts then due and unpaid and (c) recover from Customer all Equipment Payments and Service Payments, if any, and other amounts to become due, by acceleration or otherwise (plus, if the Equipment is not returned in accordance with Section 21, an amount equal to Embarq's reasonable estimate of the fair market value of the Equipment at the end of the applicable Term.) The amounts described in subsection (c) shall be present valued at the Discount Rate or, if such rate is not permitted by law, then at the lowest permitted rate. The amounts set forth in subsections (b) and (c) above shall be the agreed upon damages ("Embarq's Loss"). Embarq may also charge Customer interest on Embarq's Loss from the date of the Event of Default until paid at the rate of one and one-half percent (1-1/2%) per month, but in no event more than the maximum rate permitted by law; demand the Customer return any Equipment to Embarq in the manner provided in Section 21; and take possession of, render unusable, or disable any Equipment wherever located, with or without demand or notice or any court order or any process by law.

Upon repossession or return of Equipment, Embarq shall have the right to sell, lease or otherwise dispose of the Equipment, with or without notice and by public or private bid, and shall apply the net proceeds thereof, if any, toward Embarq's Loss but only after deducting from such proceeds (a) in the case of any reletting of the Equipment, the rent due for any period beyond the scheduled expiration of this Agreement; (b) in the case of sale, the estimated fair market value of the Equipment as of the scheduled expiration of the Term of this Agreement, and (c) all expenses including, without limitation, reasonable attorneys' fees incurred in enforcement of any remedy. Customer shall be liable for any deficiency if the net proceeds available after the permitted deductions are less than Embarq's Loss. No right or remedy is exclusive of any other provided herein or permitted by law or equity. All rights and remedies shall be cumulative and may be enforced concurrently or individually from time to time.

21. Return of Equipment. At Embarq's request upon (a) the occurrence of an Event of Default, or (b) the expiration or termination of this Agreement, the Customer shall, at its own risk and sole expense, immediately return the Equipment to Embarq, or as otherwise directed by Embarq in writing, by properly removing, disassembling and packing it for shipment, loading it on board a carrier acceptable to Embarq and shipping the same to a destination in the continental United States specified by Embarq, freight and insurance prepaid. The returned Equipment shall be in the same condition and operating order as existed when received ordinary wear and tear excepted. If Customer does not immediately return the Equipment to Embarq, Customer shall pay on demand, an amount equal to the then Equipment Payment prorated on a daily basis for each day from and including the termination or expiration date of this Agreement through and including the day Customer ships the Equipment. Customer shall pay, upon written demand, any amount necessary to place the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Any alterations or modifications must be removed prior to the return of the Equipment. If not removed, title to such alterations or modifications shall pass to Embarq or Assignee (as applicable). Customer understands and agrees that it will be

Customer's sole responsibility to provide alternative telephone Equipment to meet Customer's needs when Equipment covered by this Agreement is removed.

22. Compliance with Law. Embarq intends to comply with all applicable laws, including those concerning the regulation of interest. Therefore, no charge, fee or interest if applicable, is intended to exceed the maximum amount permitted to be charged or collected by the applicable law. If one or more of such charges exceed such maximum, then such charge will be used to reduce the Total Monthly Payments.

23. Force Majeure. Embarq shall not be liable for any failure to perform any part of this Agreement due to federal, state, or local government action, statute, ordinance or regulation, strike or other labor trouble, riot or other civil disturbance, sabotage, fire, flood, lightning or electrical storm, or acts of God, inability to secure the Equipment or necessary ancillary material or supplies, or any other cause beyond the reasonable control of Embarq.

24. Customer's Representations and Warranties. Customer expressly represents and warrants to Embarq that: (a) it is duly organized, validly existing, and in good standing under the laws of its State of formation and in good standing in any jurisdiction where the Equipment is or will be located or Services are to be provided; (b) it has the power and authority to execute, deliver, and perform this Agreement; (c) the person executing this Agreement has been given authority to bind Customer and this Agreement constitutes a legally binding and enforceable obligation of Customer; (d) the execution, delivery, and performance of this Agreement is not and will not be in contravention of, and will not result in a breach of, any of the terms of Customer's organizational documents or any agreements or other instruments to which Customer is a party or under which it is bound; (e) there are no suits pending, or to Customer's knowledge, threatened against Customer which, decided adversely to Customer would directly or indirectly affect or impair the rights and interest of Embarq in the Equipment or the ability of Customer to perform its obligations under this Agreement.

25. Notices. Any notice required or permitted to be given under any of the provisions of this Agreement or governing law shall be given in writing and shall be hand delivered, sent by first class mail, postage prepaid or sent by overnight courier service, to the other party at its address on page one of this Agreement or any address later provided to the other party. Such notices shall be effective upon receipt by the other party.

26. Attorney's Fees. Customer shall pay all costs and expenses, including reasonable attorney's and collection fees, incurred by Embarq in enforcing the terms and conditions of the Agreement or in protecting Embarq's rights in the Equipment.

27. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS WHERE THE SERVICE IS PROVIDED. BOTH PARTIES WAIVE ALL RIGHTS TO A JURY TRIAL.

28. Purchase Orders. Any purchase order issued by any party shall be deemed to have been issued for its own purchasing, accounting and other record keeping purposes only and shall not be deemed to be a part of this Agreement. This document is a use agreement, not a purchase agreement.

29. Miscellaneous. (a) Any delay or failure by Embarq to enforce its rights under this Agreement does not prevent Embarq from enforcing its rights at a later time (b) all of Customer's indemnities, waivers, liabilities and duties and all of Embarq's disclaimers survive the expiration of termination of this

Agreement, (c) if any provision is held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired.

30. Whole Agreement. This Agreement, together with all Attachments and Schedules thereto represents the entire agreement between the parties on the subject matter hereof and is the final and

complete agreement of the parties. The parties have not made or relied upon any representations or other agreements not specifically set forth herein in making this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.

Customer: _____

Services & Use Agreement

North Carolina State and Local Government Addendum

Contemporaneously with entering into the Services & Use Agreement referenced above, Customer and Embarq agree as follows:

1. **Section 17. INDEMNITY:** The words "To the maximum extent permitted by applicable law," are added as the first words of Section 17.
2. **Section 20. REMEDIES:** Notwithstanding anything to the contrary contained in Section 20, upon the occurrence of an Event of Default, Embarq may recover from Customer all Total Monthly Payments and other amounts to become due by acceleration or otherwise only to the extent permitted by applicable law and only from legally available funds.
3. **Section 24. CUSTOMER'S REPRESENTATIONS AND WARRANTIES:** The text of Section 24 is deleted and the following substituted in lieu thereof:

"Customer represents and warrants to Embarq that as of the date of, and throughout the Term of, the Agreement as follows: (a) Customer is a State or a political subdivision of the State of North Carolina. Customer is duly organized and existing under the Constitution and laws of such State, and is duly authorized to enter into and to carry out its obligations under the Agreement, and any other documents required to be delivered in connection with the Agreement (collectively, 'Documents'). (b) The Documents have been authorized, executed and delivered by Customer in accordance with all applicable laws, rules, ordinances and regulations including, without limitation, those governing open meetings, public bidding and appropriations required in connection with the Agreement. The person(s) signing the Documents on Customer's behalf have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine. The Documents are valid, legal, binding agreements, enforceable in accordance with their terms. (c) The use of the Equipment is essential to the proper, efficient and economic functioning of Customer. The Equipment will be used during the Term of the Agreement only by Customer and only to perform such function. (d) No provision of the Agreement constitutes a pledge of the tax or general revenues of Customer, and any provision which is so construed by a court of competent jurisdiction is void from the inception of the Agreement. (e) All payments due under the Agreement for the current fiscal period of Customer are within the fiscal budget for such year, are included within an unrestricted and unencumbered appropriation currently available for the use of the Equipment and the purchase of the Services and are not in contravention of any applicable limitation of indebtedness. Customer will take all necessary action to include in its annual budget any funds required to fulfill its obligations for each fiscal year of Customer during the Term of the Agreement. (f) The financial statements, certificates or summaries relating to Customer's financial condition, fiscal budget of the assessment and collection of taxes delivered by Customer to Embarq fairly present the activity and position of Customer as of the stated date(s) and period(s). Since the date of the most recently delivered certificate or summary, there has been no material change in the budget of, and no material adverse change in the operations or financial condition of Customer. (g) No event which would be defined as a 'nonappropriation' herein has occurred nor is it presently known that any such event will occur under any agreement or contract by which Customer is bound. (h) There are no suits pending, or to Customer's knowledge, threatened against Customer which, decided adversely to Customer would directly or indirectly affect or impair the rights and interest of Embarq in the Equipment or the ability of Customer to perform its obligations under the Agreement. (i) Customer is in compliance with any and all local, state or federal laws regarding requests for proposal and with any other law pertaining to the use of the Equipment or Services. (j) If requested by Embarq, Customer will execute and deliver to Embarq in connection with the Agreement, a Certificate of Resolutions and Incumbency and/or an Opinion of Counsel and such other documents Embarq may request in form and substance satisfactory to Embarq."

4. The following two new additional Sections are added to the Agreement:

"**NONAPPROPRIATION:** Customer's obligations to pay the Total Monthly Payments and any other amounts due for each fiscal period is contingent upon approval of the appropriation of funds by its governing body. In the event, notwithstanding Customer's good faith efforts and exhaustion of all available administrative appeals, Customer is not allotted funds for a fiscal year and Customer has no other funds legally available to be allocated to the payment of its obligations under the Agreement, Customer may terminate the Agreement effective on the first day of such fiscal period ('Termination Date'). Customer shall give Embarq written notice at least thirty (30) days before the Termination Date. At Embarq's request, Customer shall promptly provide supplemental documentation as to such nonappropriation. Upon the occurrence of such nonappropriation, Customer shall not be obligated for payment of the Total Monthly Payments for any fiscal period for which funds have not been so appropriated, and Customer shall deliver the Equipment to Embarq in accordance with Section 21 of the Agreement.

LIMITATIONS: The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to nonappropriation set forth in the Agreement are subject to any limitations imposed by applicable law."



CenturyLink

Customer Legal Name: **Lenoir County**
 Customer Billing Name: **Lenoir County**
130 South Queen Street
 -
Kinston, NC 28501-4830

Valid Until **August 15, 2011**

Quote Number: **10-055927**

Description of Work to be Performed: **Network Switches**

Quote shown is based upon direct sale accompanied by new Centurion Maintenance contract.

All Products listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html

Part Number	Description	Quantity		
-	-	-	-	-
GLC-LH-5M=	GE SFP, LC connector LX/LH transceiver	2		
WS-C3750X-24P-5	Catalyst 3750X 24 Port PoE IP Base	4		
CAB-STACK-50CM	+ Cisco StackWise 50CM Stacking Cable	4		
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	4		
C3KX-PWR-715WAC	+ Catalyst 3K-X 715W AC Power Supply	4		
S375XVK9T-122535E	+ CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	4		
CAB-SPWR-30CM	+ Catalyst 3750X Stack Power Cable 30 CM	4		
WS-C3750X-48P-5	Catalyst 3750X 48 Port PoE IP Base	16		
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	16		
C3KX-PWR-715WAC	+ Catalyst 3K-X 715W AC Power Supply	16		
S375XVK9T-122535E	+ CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	16		
CAB-SPWR-30CM	+ Catalyst 3750X Stack Power Cable 30 CM	16		
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	16		
WS-C4507RES6L+96V+	4507R+E Chassis, TwoWS-X4648-RJ45V+E, Sup6L-E	1		
CVR-X2-5FP	+ Cisco TwinGig Converter Module	2		
WS-X45-SUP6L-E	+ Catalyst 4500 E-Series Sup 6-E Lite, 2x10GE(X2) w/ Twin Gig	1		
WS-X45-SUP6L-E/2	Catalyst 4500 E-Series Sup 6-E Lite, 2x10GE(X2) w/ Twin Gig	1		
CVR-X2-5FP	+ Cisco TwinGig Converter Module	2		
GLC-LH-5M	GE SFP, LC connector LX/LH transceiver	2		
WS-X4648-RJ45V+E	+ Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45)	1		
WS-X4648-RJ45V+E	Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45)	1		
WS-X4606-X2-E	Catalyst 4500 E-Series 6-Port 10GbE (X2)	1		
X2-10GB-SR	10GBASE-SR X2 Module	3		
X2-10GB-SR	10GBASE-SR X2 Module	3		
WS-X4612-5FP-E	Catalyst 4500 E-Series 12-Port GE (SFP)	1		
GLC-SX-MM	GE SFP, LC connector SX transceiver	2		
WS-X4648-RJ45V+E	+ Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45)	1		
S45EE5K9-122545G	Cisco CAT4500E IOS ENTERPRISE SERVICES SSH	1		
PWR-C45-4200ACV/2	Catalyst 4500 4200W AC dual Input Power Supply (Data + PoE)	1		
PWR-C45-4200ACV	Catalyst 4500 4200W AC dual Input Power Supply (Data + PoE)	1		
CAB-US515P-C19-US	NEMA 5-15 to IEC-C19 13ft US	4		
-	-	-	-	-
SC-SC-M-D-30F	Fiber Assembly, Multimode, Duplex, 2.0mm, 62.5UM, SC To SC, 30	6		
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
CTMP Trade In	CTMP Quote#: 03102011-12116954	1	(10,208.84)	(10,208.84)
-	-	-	-	-
-	-	-	-	-

SUBTOTAL: Gross Material Price	\$	196,533.57
SUBTOTAL: Gross Discount	\$	(10,208.84)
Net Material Price	\$	186,324.73
Labor (Includes Project Management if not shown separately below)	\$	10,585.48
Project Management	\$	-
Shipping	\$	4,160.68
TOTAL PRICE	\$	201,070.89

Prices do not include charges for taxes, duties, tariffs, telecommunication services, or professional services such as Centurion Maintenance or Managed Network Services.



CENTURYLINK
CenturyLink Centurion Maintenance

Customer Legal Name: Lenoir County
Customer Billing Name: Lenoir County
130 South Queen Street

Valid Until: August 15, 2011

Quote Number: 10-055927

Contract Term: 36 Months

Kinston, NC 28501-4830

All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the ENWART@ Centurion Maintenance Service Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html.

Part Number	Description	Quantity	Unit	Annual Standard Rate	Total
WS-C3750X-24P-S	Catalyst 3750X 24 Port PoE IP Base	4	808.08		3,232.32
CAB-STACK-50CM	+ Cisco StackWise 50CM Stacking Cable	4	-		-
CAB-3IX-AC	AC Power Cord for Catalyst 3K-X (North America)	4	-		-
C3KX-PWR-715WAC	+ Catalyst 3K-X 715W AC Power Supply	4	-		-
S375XV9T-12253E	+ CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	4	-		-
CAB-SPWR-30CM	+ Catalyst 3750X Stack Power Cable 30 CM	4	-		-
WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	16	808.08		12,929.28
CAB-3IX-AC	AC Power Cord for Catalyst 3K-X (North America)	16	-		-
C3KX-PWR-715WAC	+ Catalyst 3K-X 715W AC Power Supply	16	-		-
S375XV9T-12253E	+ CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	16	-		-
CAB-SPWR-30CM	+ Catalyst 3750X Stack Power Cable 30 CM	16	-		-
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	16	-		-
WS-C4507RES6L+96V+	4507R+E Chassis, TwoWS-X4648-RJ45V+E, Suppl-E	1	1,474.08		1,474.08
CVR-X2-SFP	+ Cisco TwinGig Converter Module	2	-		-
WS-X45-SUP6L-E	+ Catalyst 4500 E-Series Sup 6-E Lite, 2x10GE(X2) w/	1	-		-
WS-X45-SUP6L-E/2	Catalyst 4500 E-Series Sup 6-E Lite, 2x10GE(X2) w/ Twi	1	-		-
CVR-X2-SFP	+ Cisco TwinGig Converter Module	2	-		-
GLC-LH-SM	GE SFP, LC connector LX/LH transceiver	2	-		-
WS-X4648-RJ45V+E	+ Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1	1	-		-
WS-X4648-RJ45V+E	Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000	1	-		-
WS-X4606-X2-E	Catalyst 4500 E-Series 6-Port 10GbE (X2)	1	-		-
X2-10GB-SR	10GBASE-SR X2 Module	3	-		-
X2-10GB-SR	10GBASE-SR X2 Module	3	-		-
WS-X4612-SFP-E	Catalyst 4500 E-Series 12-Port GE (SFP)	1	-		-
GLC-SX-MM	GE SFP, LC connector SX transceiver	2	-		-
WS-X4648-RJ45V+E	+ Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1	1	-		-
S45EESK9-122545G	Cisco CAT4500E IOS ENTERPRISE SERVICES SSH	1	-		-
PWR-C45-420DACV/2	Catalyst 4500 4200W AC dual Input Power Supply (Data	1	-		-
PWR-C45-420DACV	Catalyst 4500 4200W AC dual Input Power Supply (Data	1	-		-
CAB-US515P-C19-US	NEMA 5-15 to IEC-C19 13ft US	4	-		-
Options included:					
SUBTOTAL: ANNUAL RECURRING EQUIPMENT COVERAGE.....					\$ 17,635.68
TOTAL ANNUAL RECURRING COVERAGE CHARGES					\$ 17,635.68
TOTAL CONTRACT TERM RECURRING COVERAGE CHARGES					\$ 52,907.04
CONTRACT TERM: 36 Months					



CENTURYLINK

CenturyLink Centurion Maintenance

Customer Legal Name: Lenoir County
 Customer Billing Name: Lenoir County
 130 South Queen Street

Valid Until: August 19, 2011

Kinston, NC 28501-4830

Contract Term: 36 Months

Quote Number: 10-055927

All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the EMBARQ® Centurion Maintenance Service Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html.

Part Number	Description	Quantity	Annual Standard Rate	
			Unit	Total
ASA5520-CSC20-K9	ASA 5520 Appl w/ CSC20, SW, 500 Usr AV/Spy, 1 YR Sub	2	1,665.00	3,330.00
CAB-AC	Power Cord, 110V	2	-	-
SF-ASA-7-2-K8	ASA 5500 Series Software v7.2	2	-	-
ASA5500-SSL-50	ASA 5500 SSL VPN 50 User License	2	-	-
ASA-CSC20-PLUS	ASA 5500 CSC SSM20 Plus Lic. (Spam/URL/Phish, 1Yr Su	2	-	-
ASA-VPN-CLNT-K9	Cisco VPN Client Software (Windows, Solaris, Linux, Ma	2	-	-
ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)	2	-	-
ASA5520-VPN-PL	ASA 5520 VPN Plus 750 Peer License	2	-	-
ASA-CSC20-LIC	ASA 5500 Series Content Security SSM-20 Software Lice	2	-	-
ASA-CSC-20-INC-K9	ASA 5500 CSC Security Services Module-20 included w/	2	-	-
SF-ASA-CSC-6.1-K9	ASA 5500 Series CSC Software 6.1 for Security Service	2	-	-
WS-C3560-8PC-S	Catalyst 3560 Compact B 10/100 PoE + 1 T/SFP; IP Base	1	100.44	100.44

Options Included:	
-	
-	
-	
-	
-	
-	

SUBTOTAL: ANNUAL RECURRING EQUIPMENT COVERAGES..... \$ 3,430.44

TOTAL ANNUAL RECURRING COVERAGES \$ 3,430.44

TOTAL CONTRACT TERM RECURRING COVERAGES \$ 10,291.32

CONTRACT TERM: 36 Months

INTRODUCED BY: Michael Jarman, County Manager DATE: 08/01/11 ITEM NO. 12

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>
Home & Community Block Grant Advisory Committee 1 st Appearance	Christopher Harper (Re-appointment) Anne Gaddis (Re-appointment) Tammy Dawson (Re-appointment)	August 2014
Greene Lamp Board 1 st Appearance	Martha Bishop	August 2013
Lenoir County Jury Commission 2 nd Appearance	Doretha Branch William Harvey Howard (Re-appointment)	July 2013
Community Advisory Committee – Nursing Home 2 nd Appearance	Trudy Pickett Marva J. Brown	July 2013
Juvenile Crime Prevention Council (JCPC) 2 nd Appearance	Luberta Parker (Re-appointment)	July 2013

CURRENT VACANCIES:

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

MANAGER'S RECOMMENDATION:

Initials

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

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
Home & Community Block Grant Advisory Committee 1 st Appearance	Christopher Harper (Re-appointment) Anne Gaddis (Re-appointment) Tammy Dawson (Re-appointment)	August 2014
Greene Lamp Board 1 st Appearance	Martha Bishop	August 2013
Lenoir County Jury Commission 2 nd Appearance	Doretha Branch William Harvey Howard (Re-appointment)	July 2013
Community Advisory Committee – Nursing Home 2 nd Appearance	Trudy Pickett Marva J. Brown	July 2013
Juvenile Crime Prevention Council (JCPC) 2 nd Appearance	Luberta Parker (Re-appointment)	July 2013

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Daughety _____ Davis _____ Graham _____

Pharo _____ Rouse _____ Sutton _____

George W. Graham, Jr., Chairman

08/01/11
Date

ATTEST

08/01/11
Date

APPLICATION FOR APPOINTMENT
to
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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

Lenoir Co. Home & Comm. Grant (Aging Advisory Comm.) **Advisory Board/Committee/Commission interested in:**

(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: Tammy Dawson
 Address: 2233 Northridge Pl
 City/State/Zip: Kinston NC 28504
 Telephone: (Home) 572-3952 (Work) 572-7831
 Occupation: Social Worker
 Business Address: Lenoir Mem Hosp PO Box 1678 Kinston, NC
 Age: (Optional): 50 28503
 Number hours available per month for this position: 1-2
 Training: 27 years experience as Social Worker
 Business and Civic Experience/Skills: CAP/DA Case Manager Elderly
 Other County Boards/Committees/Commissions presently serving on: none
 Expiration date of Term: _____

Circle your voting precinct

- | | |
|--|--|
| K-1 (Carver Courts Recreation Center) | Institute (Institute Methodist Church) |
| K-2 (Gordon Street Christian Church) | Neuse (Cooperative Extension Office) |
| K-3 (Fairfield Recreation Center) | Pink Hill 1 (Bethel Baptist Church) |
| K-4 (Northwest Elementary School) | Pink Hill 2 (Pink Hill Rescue Station) |
| K-5 (Spillman Baptist Church) | Sand Hill (Sand Hill VF Department) |
| K-6 (Teachers Memorial School) | Southwest (Southwest VF Department) |
| K-7 (Emma Webb Recreation Center) | Trent 1 (Deep Run VF Department) |
| K-8 (Holloway Recreation Center) | Trent 2 (Moss Hill Ruitan Building) |
| K-9 (First Pentecostal Holiness Church) | Vance (Army Reserve Center, Airport) |
| <u>Falling Creek (Banks Elementary School Gym)</u> | |

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.

Tammy Dawson
Signature of Applicant

7-25-11
Date

APPLICATION FOR APPOINTMENT
to
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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Advisory Board/Committee/Commission interested in:

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

* * * * *

Name: ANNE GADDIS
 Address: 4379 Hwy 11N
 City/State/Zip: GRIFFON N.C
 Telephone: (Home) 252-523-9339 (Work) ---
 Occupation: RETIRED
 Business Address: ---
 Age: (Optional): ---
 Number hours available per month for this position: 10
 Training: 4yr degree -
 Business and Civic Experience/Skills: Real estate broker 25 yrs, US Census Bureau field rep - 20 yrs, High school teacher 6 yrs - various civic & faith
 Other County Boards/Committees/Commissions presently serving on: based
Community Advisory Committee (raising homes) organize
 Expiration date of Term: ---

Circle your voting precinct

- | | |
|---|--|
| K-1 (Carver Courts Recreation Center) | Institute (Institute Methodist Church) |
| K-2 (Gordon Street Christian Church) | Neuse (Cooperative Extension Office) |
| K-3 (Fairfield Recreation Center) | Pink Hill 1 (Bethel Baptist Church) |
| K-4 (Northwest Elementary School) | Pink Hill 2 (Pink Hill Rescue Station) |
| K-5 (Spillman Baptist Church) | Sand Hill (Sand Hill VF Department) |
| K-6 (Teachers Memorial School) | Southwest (Southwest VF Department) |
| K-7 (Emma Webb Recreation Center) | Trent 1 (Deep Run VF Department) |
| K-8 (Holloway Recreation Center) | Trent 2 (Moss Hill Ruitan Building) |
| K-9 (First Pentecostal Holiness Church) | Vance (Army Reserve Center, Airport) |
| Falling Creek (Banks Elementary School Gym) | <u>Contentnea (Hugs Fair Dept)</u> |

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.

Anne Gaddis
Signature of Applicant

7-22-11
Date

APPLICATION FOR APPOINTMENT
to
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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

Advisory Board/Committee/Commission interested in:

HCBG Committee

(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: Christopher Arden Harper
Address: 1698 W Pleasant Hill Rd.
City/State/Zip: Pink Hill NC 28572
Telephone: (Home) 252-559-6251 (Work) →
Occupation: Social work program manager
Business Address: 130 W. King St. Kinston, NC 28502
Age (Optional): 43
Number hours available per month for this position: 3
Training: _____
Business and Civic Experience/Skills: Lenoir Co. Transit Board

Other County Boards/Committees/Commissions presently serving on: Lenoir Co Transit Board

Expiration date of Term: ?

Circle your voting precinct

- | | |
|---|--|
| K-1 (Carver Courts Recreation Center) | Institute (Institute Methodist Church) |
| K-2 (Gordon Street Christian Church) | Neuse (Cooperative Extension Office) |
| K-3 (Fairfield Recreation Center) | <u>Pink Hill 1 (Bethel Baptist Church)</u> |
| K-4 (Northwest Elementary School) | Pink Hill 2 (Pink Hill Rescue Station) |
| K-5 (Spillman Baptist Church) | Sand Hill (Sand Hill VF Department) |
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| K-8 (Holloway Recreation Center) | Trent 2 (Moss Hill Ruitan Building) |
| K-9 (First Pentecostal Holiness Church) | Vance (Army Reserve Center, Airport) |
| Falling Creek (Banks Elementary School Gym) | |

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.

Chris Harper
Signature of Applicant

7-25-11
Date