

**LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA**  
**MONDAY, AUGUST 6, 2012 – 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:**       - Joey Huff- Spirit Award Recipient - Debbie Murphy  
                                       - Susan Moore- NCFAS  
                                       - Susan Moore, Roger Dail & Joey Huff - Special Needs Registry

- |    |  |        |
|----|--|--------|
| 1. | <b>Items from Chairman/Commissioners: 5 Min.</b> | Board  |
| 2. | <b>Items from County Manager: 5 Min.</b>         | Jarman |

**CONSENT AGENDA: 10 Min.**

**ACTION**

- |    |   |                |
|----|---|----------------|
| 3. | Approval of Minutes: Regular Board Meeting: July 16, 2012                     | Roberts/Jarman |
| 4. | Resolution: Approval of Releases and Refunds to the Individuals Listed Herein | Parrish        |
| 5. | Budget Ordinance Amendment: General Fund: Health (Adult Health) \$700         | Huff           |
| 6. | Budget Ordinance Amendment: General Fund: Non-Departmental: \$711             | Martin         |
| 7. | Budget Ordinance Amendment: General Fund: Finance/Sherriff's Dept.: \$1,471   | Martin         |
| 8. | Budget Ordinance Amendment: General Fund: Process Funds: \$1,796.10           | MartinMartin   |

**END OF CONSENT AGENDA**

**BUDGET ORDINACE/RESOLUTIONS:       35 Min.**

- |     |  |         |
|-----|--|---------|
| 9.  | A. Resolution: Approving 2011-2012 Tax Collectors Annual Settlement<br>B. Resolution: Approving Insolvent Personal Property Tax  | Parrish |
| 10. | Resolution Authorizing Lenoir County Cooperative Extension to facilitate the Families and Children in Transition (FACT) Program  | Kelly   |
| 11. | Resolution Authorizing Acceptance of the Award of a Proportional match 50% of the State of NC appropriated Special Leave provision to Lenoir County Employees of Cooperative Extension | Kelly   |
| 12. | Resolution: Authorizing Acceptance of SETRAC (Special Events and Tourism Related Activities) grant in the amount of \$11,000   | Kelly   |
| 13. | Budget Ordinance Amendment: General Fund: Finance/Sherriff's Dept.: \$3,276.77   | Martin  |
| 14. | Budget Ordinance Amendment: General Fund: Process Funds: \$11,060.89   | Martin  |
| 15. | Budget Ordinance Amendment: General Fund: Process Funds: \$21,098.48   | Martin  |
| 16. | Budget Ordinance Amendment: General Fund: Process Funds: \$39,000: Increase  | Martin  |

- |     |  |                  |
|-----|--|------------------|
| 17. | Budget Ordinance Amendment: General Fund: Finance/Coop Ext.-Kate B. Reynolds: \$74,255.07  | Martin           |
| 18. | Budget Ordinance Amendment: General Fund: Finance/Sherriff's Dept.: \$151,380  | Martin           |
| 19. | Resolution Authorizing the County to enter into a contract with Cloud Sherpas to install and maintain Google Apps with 10 year Archiving abilities: \$29,050 | Bryan            |
| 20. | Resolution Approving Purchase of (2) Dodge Chargers: \$43,860  | Smith            |
| 21. | Resolution Approving Service Providers Required to Comply with Lenoir County Transit Drug and Alcohol Test Policy  | Durst            |
| 22. | Budget Ordinance Amendment: Capital Improvements: Economic Development: \$2,345,572 Increase   | Martin/Hollowell |
| 23. | Resolution Approving Lease of Land to Barnhill Contracting Company   | Pope             |

**APPOINTMENTS: 5 Min.**

- |     |  |        |
|-----|--|--------|
| 24. | Resolution Approving Citizens to Boards, Commissions, Etc. <b>5 Min.</b> | Jarman |
|-----|--|--------|

**OTHER ITEMS: 10 Min.**

- |     |  |  |
|-----|--|--|
| 25. | <b>Items from County Manager / County Attorney / Commissioners Public Comments/Closed Session (if necessary)</b> |  |
|-----|--|--|



## Take Responsibility for Your Own Safety!

### DISASTER PLANNING

#### For Individuals with

#### Special Medical Needs

#### In Times of Emergency



**Lenoir County**  
Department of Emergency Services



and

Department of Social Services

Emergency Services

200 Rhodes Ave.,

Kinston, NC 28501

Phone: 252.526.6666

Social Services

130 W. King St.

Kinston, NC 28501

252.559.6400

<http://www.co.lenoir-nc.us/dss.html>



Lenoir County Department of  
Emergency Management

Tel: 252.526.6666

## What to Do if You Plan to Stay at Home?

1. You will need a five (5) day supply of bottled drinking water and at least a three (3) day supply of cooked, canned, or dried food.
  - A. You will need a manual can opener and a means to heat food that does not require electricity. No charcoal or propane cookers can be used inside!
2. You will need a five (5) supply of your medications and medical supplies.
3. Your caregiver will need to stay with you in your home because travel may not be possible during or immediately following the disaster event.
4. You must have a generator if you are on a ventilator, oxygen concentrator, for feeding pump. You will need enough fuel to last 72 hours or more.
  - A. Never operate a generator inside your house, garage, basement, or an enclosure of any kind because its carbon monoxide fumes are deadly.
  - B. Don't connect the generator directly to your home's wiring.
  - C. Do not store fuel indoors or try to refuel a generator while it's running.
5. You will need flashlights and a battery powered radio and extra batteries. A cell phone will be helpful.

### Ready North Carolina



**Prepare Now for Emergencies**  
We never know when an emergency might happen. They come in the form of severe weather, accidents, and unfortunately, terrorist attacks. Planning now for how you would respond will help you remain calm, think clearly and react appropriately to any disaster scenario.

Taking responsibility for your own safety by being prepared with plans and an emergency supply kit not only increases your ability to survive, but reduces the workload of first responders, emergency medical services, fire fighters and law enforcement.

No community is truly prepared for a disaster until every individual, family and household takes personal responsibility for his or her own safety. The *Ready North Carolina* campaign provides North Carolinians with the information you need to prepare for all types of emergencies.

This web site will help you prepare for any emergency. Please take the time to prepare now. Your safety is important to all of us.

## What are Special Medical Needs ?

This means problems with physical or mental health



severe enough that you require care and assistance to meet your basic needs. People with special medical needs must

plan carefully for disasters or other kinds of emergencies.

Enclosed with this brochure is a

### Special Medical Needs

### Voluntary Registration Form.

**Please consider filing it out and returning it to the address shown.**

It will enable Emergency

Management officials to quickly

locate you and know

ahead of time what

type of help you will

need. This information

will be kept

confidential.



## What to Do if you must leave home?

If you must relocate to a safer place, make plans to go to a friend or relative outside of the disaster area. Plan to relocate before the disaster hits whenever possible. Do not make a shelter your first choice. It should be your last resort.



Emergency relief workers cannot reach everyone quickly and may only be able to assist after a disaster. The following checklist will help you to be ready if you must leave your home.

- > **Caregiver** - Your caregiver must go with you to your evacuation site and must be prepared to care for you the same as if you were at home.
- > **Medicine** - Pack a five (5) day supply of medications and bring a current list of these medications, strengths, and dosages in a zip-lock bag.
- > **Medical Equipment** - Label all medical equipment with your name and have it ready to transport. This includes oxygen tanks, feeding pumps, walkers, wheelchairs, c-pap, respirator, etc.
- > **Medical Supplies** - Pack and label with your name a five (5) day supply of Depends, food supplements, wound dressings, or other essentials.
- > **Special Diets** - Take a five (5) day supply of special foods and written instructions.
- > **Important Papers** - Place copies of your important papers, insurance cards, emergency contact names and phone numbers in a zip-lock bag and take this with you.
- > **Clothing** - Pack enough clothes and personal items to last three (3) to five (5) days. Include pillows and blankets.
- > **Pets** - Place your pet in a travel carrier. Provide a five (5) supply of food and medicine for the pet. Arrange for someone to pick up your pet and care for it while you are gone or contact the local Humane Society. Pets are not allowed inside evacuation shelters.



### **Before You Leave, Remember!**

- > Turn off the main power supply to your home.
- > Turn off the fuel supply to your home.
- > Turn off the main water valve, flush toilets until dry, and open faucets in tubs, showers, and sinks.
- > Tell your neighbors and family that you are leaving and where you are going.



200 Rhodes Ave.,  
Kinston, NC 28501  
Phone: 252.526.6666

<http://www.lenoircountymergencyservices.com>



**NC FAST**

North Carolina Families Accessing  
Services through Technology

## High-Level Overview

Revised: 9/30/11



### Introduction

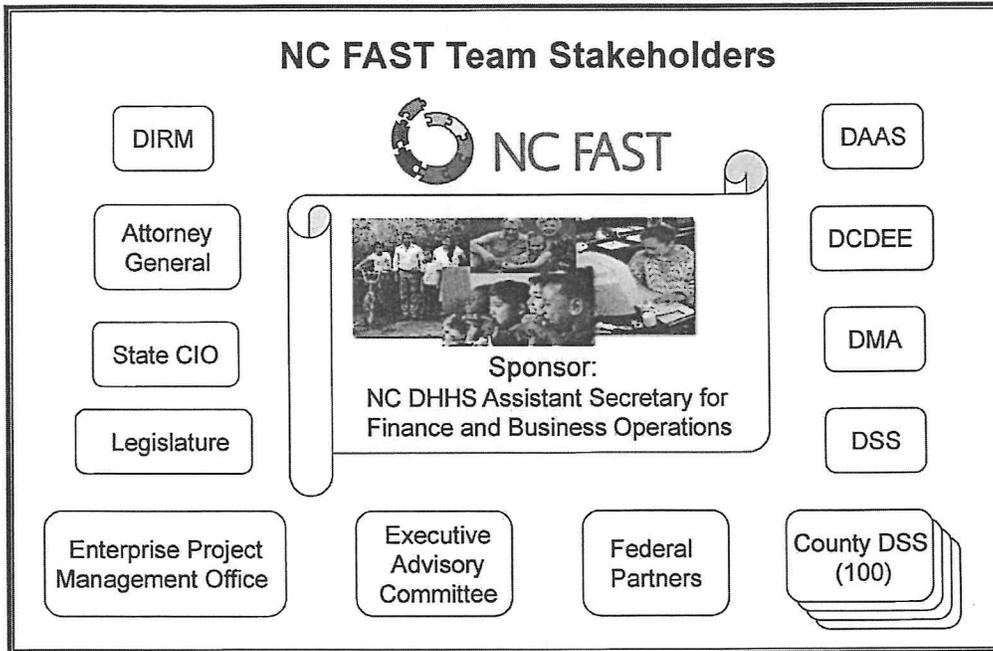
## 9 NC DHHS Program Areas impacted by NC FAST

### Economic Benefits

- Child Care
- Food and Nutrition Services
- Medicaid
- Work First
- Energy Assistance
  - Low Income Energy Assistance Program (LIEAP)
  - Crisis Intervention Program (CIP)
- Special Assistance
- Refugee Assistance

### Services

- Child Welfare
- Adult and Family Services



- The NC FAST Program is designed to improve the way NC DHHS and the 100 county departments of social services provide benefits and services to the people of North Carolina.
- NC FAST introduces new technological tools and business processes that will enable staff to reduce time spent on repetitive and cumbersome paperwork, and allow state and county staff to better focus their efforts on the complex issues presented by North Carolina families in need.



- In an effort to expedite interim functionality to North Carolina's 100 county departments of social services staff and to ensure program success by staged implementation of functional modules, the NC FAST Program identified three main components:
  - Online Verification (OLV), in production
  - Service Delivery Interface (SDI), in production
  - Case Management, in process

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- **Online Verification (OLV)**
  - OLV, which is now used by all 100 counties, was placed in production in October 2004, and automates verification of new applicant information and any required re-verification of client information retrieved from several federal and state benefit and reporting systems, including:
    - NC Division of Motor Vehicles
    - U.S. Social Security Administration
    - NC Department of Correction
    - Employment Security Commission
  - Introducing this single interface for verification has significantly reduced the time that state and county staff spend:
    - Entering and re-entering data
    - Filing forms
    - Creating reports

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- **Service Delivery Interface (SDI)**
  - SDI provides a single interface between a county-developed and county-maintained case management system and a legacy benefit delivery system maintained by NC DHHS.
    - The SDI interface has been available since August 2006.
    - SDI implementation is optional, and contingent on a county expressing interest in implementing SDI.
  - When the NC FAST Case Management system is deployed, SDI will be incorporated in the Case Management Interface and Synchronization (CMIS) tool.

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- **Case Management Interface and Synchronization (CMIS)**
  - CMIS is a data interchange tool that will connect the NC FAST Case Management system to various existing state and federal systems as well as to county-specific case management systems.
  - CMIS will be designed and integrated into the NC FAST Case Management system during the first Integration project and enhanced as the remaining projects complete their life cycles.

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## Overview

- **Case Management**
  - NC DHHS supervises the North Carolina human service programs administered by the 100 county departments of social services.
  - The divisions, sections and offices of NC DHHS reflect state and federally initiated program areas.
  - In the early 1980s, North Carolina implemented mainframe systems. Functionality was added to accommodate related programs and program rule changes.
  - 19 legacy systems have been identified that are within scope of NC FAST, and which collect, maintain and process information about applicants and recipients.
  - These legacy systems are disparate and not well suited to support the growing demands of economic benefits, child welfare, adult care and aging services, health insurance reform, and related changes in accountability to share and integrate information.

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## Overview

- **Case Management (continued)**
  - Redundant entry, which includes entering the same client data in multiple systems, is currently necessary because these systems do not adequately share data, resulting in duplicated work, increased risk of errors and increased time for gathering and entering information.
  - NC DHHS requires a highly integrated case management system across all services and benefits programs to pull together today's islands of information into a single-solution system and provide functionality that does not exist today.
  - The NC FAST Case Management solution represents the steps toward achieving the objectives that will result in improved operations for NC DHHS social services.

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- **Case Management (continued)**
  - The Case Management Procurement approach was split into two Requests For Proposal (RFPs).
    - RFP for the Case Management Software Solution
    - RFP for an Integrator to implement the Case Management Software Solution
  - Case Management Software Solution contract was awarded December 23, 2008 to Cúram Software, Inc. NC DHHS successfully installed the Cúram software in a development environment at ITS in July 2009.
  - Case Management Software Integration contract was awarded August 30, 2010 to Accenture, Inc. As of January 2011 NC FAST and Accenture are co-located and working as a blended team.
  - Case Management Software Solution Integration currently consists of 5 Integration Projects.

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- 1. Global Case Management and Food and Nutrition Services**
- 2. P2&6 Eligibility Information System (EIS)**
  - **Part 1: Screening and Intake for Work First (TANF), Medicaid, Special Assistance, and Refugee Assistance**
  - **Part 2: Eligibility for Work First (TANF), Medicaid, Special Assistance and Refugee Assistance**
- 3. Low Income Energy Assistance Program (LIEAP), Child Care, and Crisis Intervention Program (CIP)**
- 4. Child Services**
- 5. Aging and Adult Services**

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## Case Management Integration Projects

### 1. Global Case Management and Food and Nutrition Services (FNS) Project

**Program Areas:**

Food and Nutrition Services (FNS), Work First, Medicaid, Refugee Assistance, Special Assistance, Child Services, Aging and Adult Services, Low Income Energy Assistance Program, Child Care, and Crisis Intervention Program

**Functionality:**

Global Reception – logging of clients and workflow routing for interview.  
Screening, intake and assessment for FNS.  
Eligibility determination and benefit delivery for FNS.

**Legacy Systems Targeted for Retirement:**

Food Stamp Information System (FSIS)

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## Case Management Integration Projects

### 2. Eligibility Information System (EIS)

#### Part 1: Screening and Intake for Work First (TANF), Medicaid, Special Assistance and Refugee Assistance

**Program Areas:**

Work First, Medicaid, Refugee Assistance, and Special Assistance

**Functionality:**

Screening, intake and assessment for Work First, Medicaid, Refugee Assistance, and Special Assistance.  
Basic calculations for Work First, Medicaid, Refugee Assistance, and Special Assistance.

**Legacy Systems Targeted for Retirement:**

Replacement of user interfaces within EIS for the Application for Work First Family Assistance, Medical Assistance, Refugee Assistance, and Special Assistance, and the Eligibility Data Entry Screen

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### 2. Eligibility Information System (EIS)

#### Part 2: Eligibility for Work First (TANF), Medicaid, Special Assistance and Refugee Assistance

**Program Areas:**

Work First (TANF), Medicaid, Refugee Assistance, and Special Assistance

**Functionality:**

Eligibility determination and benefit delivery for Work First, Medicaid, Refugee Assistance, and Special Assistance.

Supplemental Security Income Medicaid processing, including State Data Exchange exception processing.

Quarterly reporting for Work First and Transitional Medicaid.

**Legacy Systems Targeted for Retirement:**

Employment Program Information System, EIS, and Temporary Assistance for Needy Families-Data Collection System.

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### 3. Low Income Energy Assistance Program (LIEAP), Child Care, and Crisis Intervention Program (CIP) Project

**Program Areas:**

LIEAP, Child Care, and CIP

**Functionality:**

Screening, intake and assessment for LIEAP, CIP, and Child Care.

Eligibility determination and benefit delivery for LIEAP, CIP, and Child Care.

**Legacy Systems Targeted for Retirement:**

Subsidized Child Care Reimbursement System, LIEAP, and CIP.

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### 4. Child Services Project

**Program Areas:**

Child Welfare Services, Child Protective Services, Adoption Services, Child Placement Services for Children and Foster Care Services

**Functionality:**

Intake and screening for Child Protective Services, intake for general services.

Facilities and service providers' licensure support.

Child Protective Services assessment (investigative and family).

Structured Decision Making Tools.

Service planning and provision of services to families and individuals in-home.

Child and Family Team documentation.

Court activities.

Service planning and provision of services to families and individuals out of home.

Placement and payment for residential care (including out of state placements and receiving requests).

Adoption filing and finalization

**Legacy Systems Targeted for Retirement:**

Child Placement and Payment System, Central Registry, Central Registry Fatalities, Multiple Response System, Adoption Index Management System, Foster Care Facility Licensing System, and Interstate Compact for the Placement of Children.

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### 5. Aging and Adult Services Project

**Program Areas:**

Adult Protective Services (APS), Adult Care Home Case Management, Foster Care Services, Guardianship Services, State-County Special Assistance for Adults, State-County Special Assistance (SA) for Adult In-Home Program

**Functionality:**

Screening, intake and assessment for APS and general services.

Facilities and service providers' licensure support.

Service planning and provision of services.

Resident Assessment Instrument and general assessments.

Guardianship services.

Placement and payment for residential care.

Adult care home case management.

Court activities.

**Legacy Systems Targeted for Retirement:**

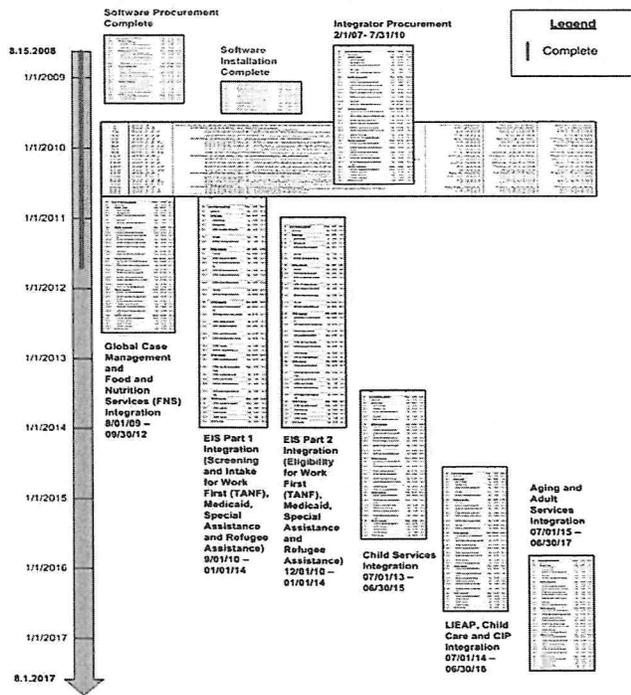
APS, Services Information System, Day-sheets, Disinterested Public Agent Guardians, SA In-Home

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# High-Level Case Management Timelines



NC DHHS intends to implement the projects in parallel to provide benefits and services sooner.

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# NC FAST County Readiness

Dear County Director Letter published to Divisions of Social Services, Medical Assistance, and Aging and Adult Services' websites August 26, 2010, announcing NC FAST Case Management Integration Project 1 pilot county recruitment effort

- 22 counties volunteered
- 65 counties officially declined
- 13 counties did not reply

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# NC FAST County Readiness

## Pilot scheduled to begin February 2012

Counties Recommended for Pilot by the Executive Advisory Subcommittee



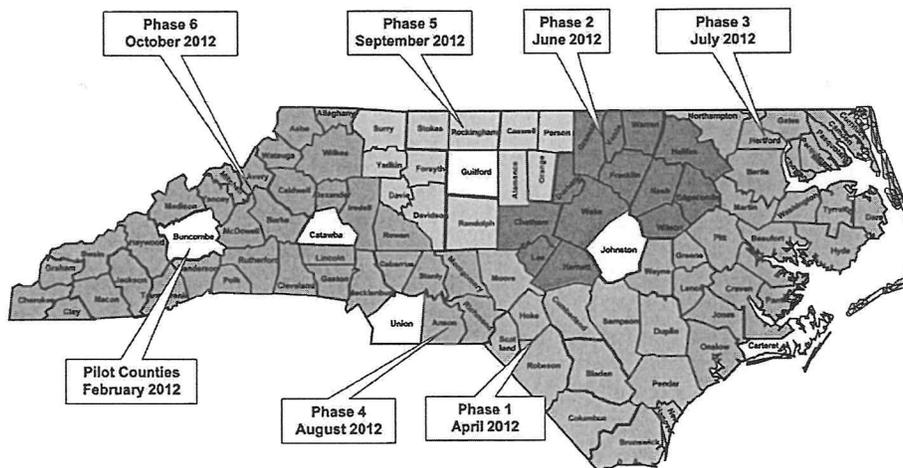
- Legend**
- Selected for pilot – 3 counties: Guilford (large\*), Johnston (medium\*), Carteret (small\*)
  - Selected for CMIS – 1 county: Catawba
  - Back-ups – 2 counties: Buncombe (medium) and Union (small)

\*Based on FNS Caseload Count for September 2010

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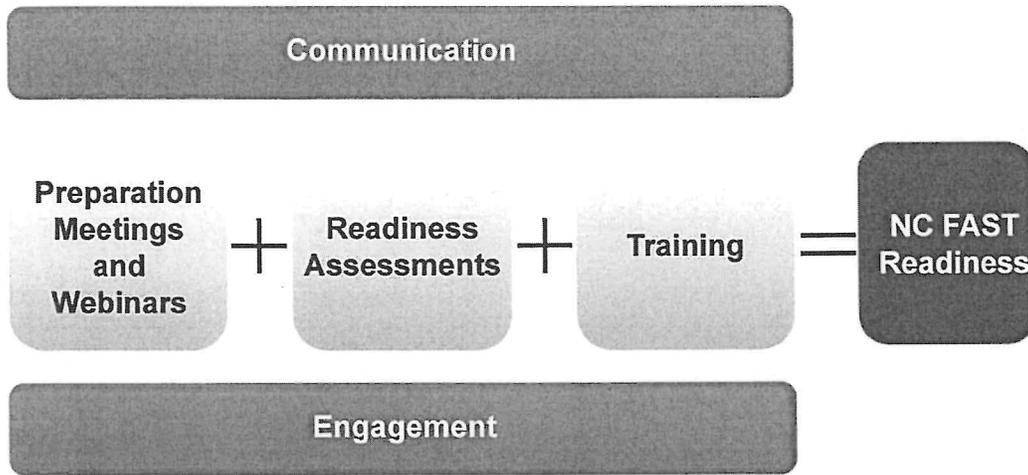


# NC FAST County Readiness



\* The map shows the 6 planned deployment regions for Project 1 implementation and training. Pilot and back-up Pilot counties are shown in white. NC FAST is working with a new version of the base software, and began testing in September 2011. As testing continues NC FAST may adjust the implementation schedule as needed to assure the NC FAST system meets quality expectations and all requirements.

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- |                        |  |
|------------------------|--|
| Month T-10 through T-7 | <ul style="list-style-type: none"> <li>• Conduct County Champion Orientation</li> <li>• Prepare Change Discussion Guides</li> <li>• Conduct Road Shows</li> </ul>                        |
| Month T-6 through T-4  | <ul style="list-style-type: none"> <li>• Implement Change Discussion Guide</li> <li>• Conduct Webinars</li> <li>• Deploy Business Implementation Template</li> </ul>                     |
| Month T-3              | <ul style="list-style-type: none"> <li>• Conduct County Leadership Seminar</li> <li>• Complete T-90 Readiness Assessment</li> <li>• Complete Business Implementation Template</li> </ul> |
| Month T-2              | <ul style="list-style-type: none"> <li>• Complete Web-based Training</li> <li>• Complete T-60 Readiness Assessment</li> <li>• Finalize Classroom Training Scheduling</li> </ul>          |
| Month T-1              | <ul style="list-style-type: none"> <li>• Complete Classroom Training</li> <li>• Complete T-30 Readiness Assessment</li> <li>• Complete Final Preparations and Briefings</li> </ul>       |



# NC FAST County Readiness

- **Business Implementation Template** – Rethinking original version of the data capture tool to confirm we are gathering only required information and minimizing ongoing data maintenance effort; data will be captured by County Liaisons.
- **Change Discussion Guide** – Readiness Liaisons collaborating on the content and structure of this tool, which will be used to identify and proactively manage changes associated with NC FAST deployment:
  - Role changes.
  - Process changes.
  - Local office policy and procedure changes.
  - Terminology changes.
- **Staff Engagement** – Once initial meetings are held with each county to review the Statement of Assurances and Expectations, we would like to then engage with staff to begin their exposure to NC FAST through demonstrations and webinars; first step will be a kick-off meeting with each county.

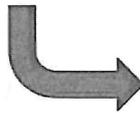
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# NC FAST County Readiness

NC FAST Implementation Readiness Assessment Checklist		County:	TBD		
		Date Completed:	TBD		
		Facilitator:	TBD		
		Prepared By:	TBD		
		Meeting Participants:	TBD		
On-Line Consideration	Timeframe for Action	Status Assessment	Issue Owner (if applicable)	Target Due Date	Comments
<b>1. Staffing</b>					
a. County User Determination - Have county NC FAST users been identified? Do you have any multi-county users? Do you have any temporary workers who hold a agency system caseload? Have all necessary users received the VPI install instructions?	60 days prior to go-live	C			
b. Staffing - What is the current county vacancy count? Is there a plan in place to address staff to be current var levels?	Ongoing	C			
c. Unassigned Cases - How many unassigned cases are there in your county? What is your plan for addressing these unassigned cases?	Ongoing	C			
d. Backlog - How many cases do you currently have in backlog? If backlogs are present, what is your plan for addressing these backlogs?	Ongoing	C			

County-level readiness assessment results feeds overall tracking tool



The goal is to promote visibility into overall readiness status

County	County User Determination	Staffing	Unassigned Cases	Backlog	Overall Status
Alamogordo					
Asheboro					
Beaufort					
Bladen					
Chatham					
Columbus					
Dare					
Davidson					
DeWitt					
Franklin					
Guilford					
Hertford					
Johnston					
Lincoln					
Martin					
Mecklenburg					
Montgomery					
North Carolina					
Onslow					
Orange					
Polk					
Rockingham					
Wake					
Wendell					
Wilmington					
Yamhill					

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### What does the Readiness Assessment cover?

- The Readiness Assessment covers key areas including:
  1. Staffing
  2. Training
  3. Communication and Change Management
  4. Policy and Practice
  5. Technical
  6. Security
  7. Post-launch Support

### How will the Readiness Assessment take place?

- Reviews will be conducted 120, 90, 60, and 30 days prior to go-live on NC FAST
- County leadership will be involved in the reviews
- Results are documented and corrective action plans are developed for identified issues
- Results are shared with NC FAST and DHHS leadership

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### 100 County Champions

- Point of contact for NC FAST project team (in addition to County Director)
- Advocate for NC FAST
- Responsible for county-level NC FAST planning and coordination
- Provides user support once the system is live

### Subject Matter Experts

- Supports classroom training to help the primary NC FAST instructor respond to questions
- Delivers ongoing county-level NC FAST training
- Provides user support once the system is live

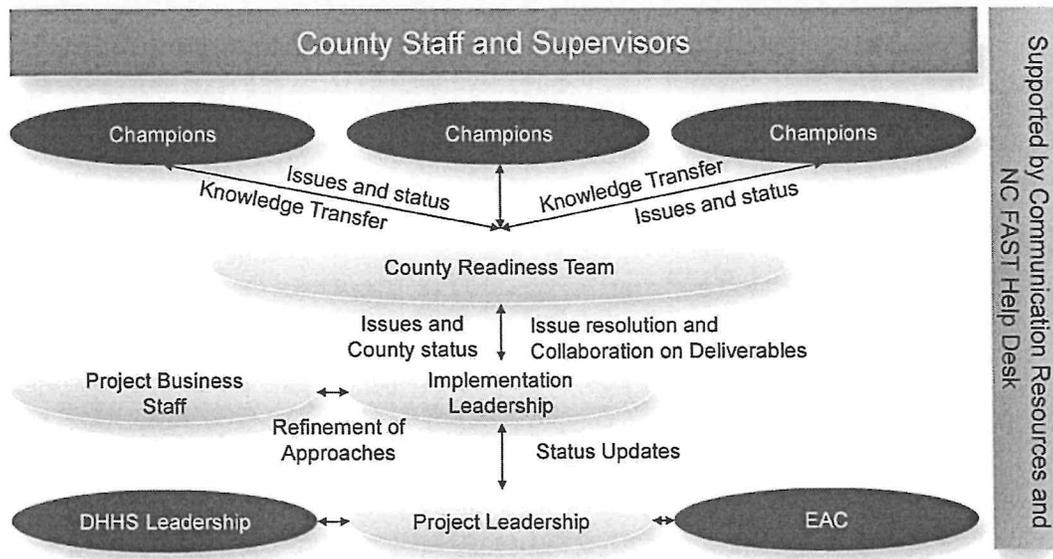
### Readiness Coordinators

- NC FAST project team member who works with County Champions and County Directors to promote readiness for NC FAST implementation
- Point of contact at NC FAST project for readiness-related questions
- Conduit to counties for project-related information and best practices

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## NC FAST County Readiness



The goal is to promote open communication and prompt identification and resolution of issues

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## NC FAST System Requirements and Recommendations

NC FAST has developed some criteria for county DSSs to use as they move forward in their information technology arrangements.

- Minimum System Requirements
- System Recommendations

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### Integrating use of Case Management into county DSS business

- System-generated correspondence is stored in NC FAST
  - Reproducible when needed
- Migration of county data into the Case Management data model is out of scope

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- The NC FAST Business Team evaluated the benefits expected to be realized with the implementation of an integrated case management solution to deliver the Case Management functionality. Qualitative benefits such as increased caseworker satisfaction may be realized by reducing the time spent on administrative tasks, allowing more time for the caseworker to interact and serve the clients' needs.
- Clients will receive benefits in a more timely manner, due to reduced application and processing time. Technical qualitative benefits include the ability to implement policy changes efficiently and uniformly, and the availability of comprehensive case information to effectively assess and meet clients' needs.

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## Program Benefits

Quantifiable benefits include:

- Redirected Worker Effort
  - Reduction in county department of social services caseworkers' administrative tasks, allowing caseworkers' efforts to be redirected to meet clients' programmatic needs (e.g., enhanced parenting, improved job skills, psychosocial adjustment, etc.).
  
- Avoided Costs
  - Reduction in clients' lost wages for time spent in county department of social services offices.
  - Reduction in overpayments as a result of human error in basic manual calculations as a portion of eligibility determination process.
  - Reduction in postage costs resulting from consolidation of verification mailings.

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## Accomplishments

### **Accomplishments in Fiscal Year 2008-09:**

- Awarded Case Management Software Solution contract to Cúram Software, Inc., December 2008.
- Completed Software Installation Project, to install the Cúram base product.

### **Accomplishments in Fiscal Year 2009-10:**

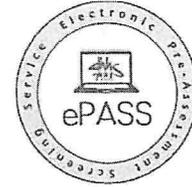
- Posted Case Management Software Solution Integrator RFP, November 2009.
- Held pre-bid Vendor Conference, attended by 45 individuals representing 28 different vendors. Responded to 230 vendor questions in RFP addendums.
- Awarded Case Management Software Integration contract to Accenture, Inc., August 2010.
- Completed work on Integration Project 1 for business gap analysis.
- Posted RFP to procure a vendor for Independent Verification and Validation (IV&V) services. Began evaluating proposals.
- Received Federal approval for Advance Planning Document update (APDu).

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### Electronic Pre-Assessment Screening Service

*Secure, web-based, self-service tool that enables NC residents to screen for potential eligibility for a range of NC benefits and services programs.*



- Shows residents the range of programs to which they may be entitled, and provides information to make an informed decision about pursuing program assistance.
- Uses a simple, guided process to encourage participation.
- Improves the efficiency, flexibility and effectiveness for agencies and caseworkers by reducing staff workload and simplifying the intake process.
- Available over the Internet at any time; an anonymous process that does not request or record personal resident information.
- Not intended to duplicate functions of the Benefit Bank tool.
- Provides list of required documents to bring to agency.

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- The number of FNS caseloads in North Carolina is increasing due to several factors, most important being the state of the economy.
- Based on federal guidelines, North Carolina also increased the income limit to 200% of poverty, resulting in the following:

January 2010	601,820 households
July 2010	644,699 households
November 2010	708,894 households
December 2010	709,891 households

- NC DHHS has not fully marketed ePASS at this time, yet averages 10,000 FNS benefit screenings per month since Go-Live on July 1, 2010.

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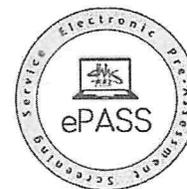


- Implemented in 3 phases:
  - ✓ Phase 1 implemented on July 1, 2010: enables high-level self-screening for Food and Nutrition Services (FNS) Program, Simplified Nutritional Assistance Program (SNAP), Emergency Assistance, Work First Cash Assistance, and Crisis Intervention Program (CIP), with other programs added ongoing.
  - ✓ Phase 2 FNS implemented on Nov. 22, 2010: enables individuals to answer FNS interview questions, print the application and then mail, fax, or bring it to the agency.
  - ✓ Phase 2 Medicaid: will enable individuals to answer Medicaid interview questions, print the application and then mail, fax, or bring it to the agency.
  - ✓ Phase 3: will integrate ePASS with the NC FAST Case Management application, and be completed about the same time as the first NC FAST Integration Project. Additionally, Phase 3 will add the capability to apply online and check application status.

Slide 39



### Phase 1: High-Level Screening



- In place as of July 1, 2010
- Potential customer evaluates own situation against various programs' parameters
- Allows potential customer to decide in an informed manner whether to apply for benefits and/or services, or not

Slide 40



## Phase 2: Food and Nutrition Services (FNS)

- Customer decides, based on evaluation, to apply for FNS
  - ePASS collects further data from customer
  - ePASS commits data to summary sheet
  - Customer prints summary sheet, signs it, and brings it with him/her, or mails it, to local county department of social services
  - Caseworker processes the application upon receipt

**Implemented November 22, 2010**

Slide 41



## Phase 2: Medicaid

- Customer decides, based on evaluation, to apply for Medicaid
  - ePASS collects further data from customer
  - ePASS commits data to application
  - Customer prints application, signs it, and brings it with him/her, or mails it, to local county department of social services
  - Caseworker accepts application and processes it

**To be implemented 1<sup>st</sup> quarter of 2012**

Slide 42



## Phase 3

- Customer decides, based on evaluation, to apply for benefits
  - ePASS collects further data from customer
  - ePASS commits data to application
  - Customer reviews application, “signs” it, and submits it electronically
  - NC FAST Case Management routes application to appropriate local county department of social services for processing

Slide 43



## Phase 3

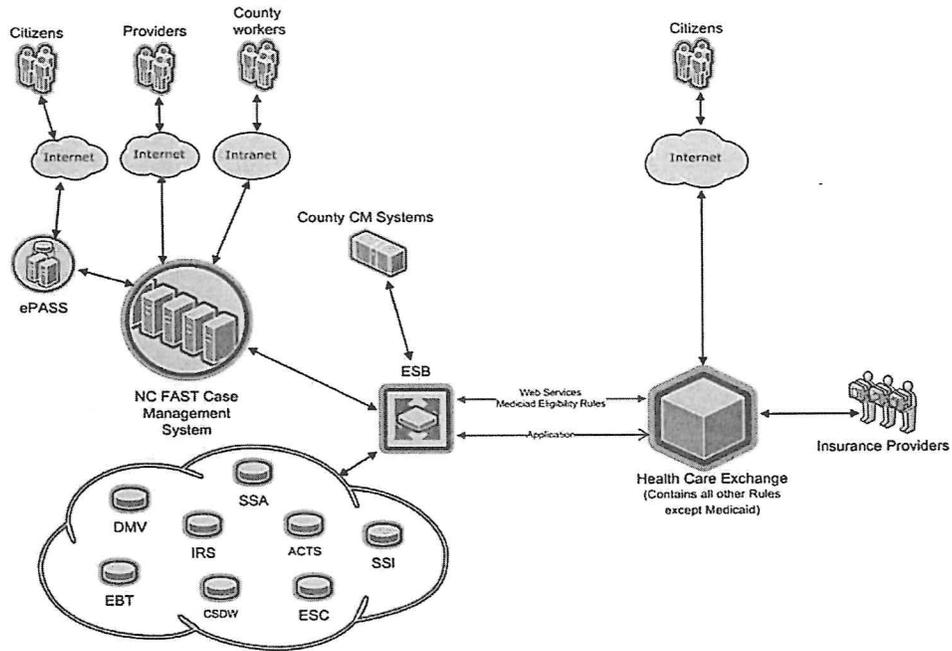
- Customer may also
  - Check status of application
  - Report change in circumstance
  - Receive electronic notices via secured logon to ePASS

**Implementation planned to coincide with  
NC FAST Case Management implementation**

Slide 44



# Interoperate with the Health Benefit Exchange



**TO:** Chairman and Members of the Board  
**FROM:** Eric Rouse, Board Member  
**DATE:** August 6, 2012  
**SUBJECT:** Items of Interest

1. Resolution regarding General Aviation at Global Transpark
2. Resolution regarding Golf Carts County-wide



Eric S. Rouse  
Lenoir County Commissioner  
District 2

2856 Alton Phillips Road  
Kinston, NC 28504

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

## RESOLUTION ON GOLF CARTS ON COUNTY ROADS

WHEREAS, we the Lenoir County Commissioners understand that these are difficult economic times and it is in the best interest of our citizens to be afforded options to gasoline powered automobiles, and

WHEREAS, it is apparent to this Board of Commissioners that the permission of golf carts to be used on public streets would help alleviate the purchase of fuel, reduce noise, promote goodwill; and

WHEREAS, the state government has already approved rules and guidelines granting County Commissions the authority to regulate golf carts within the state legislation § 153A-245 and § 160A-300.6.

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

**We the Lenoir County Commissioners resolve to permit the use of golf carts on Lenoir County public streets limited to 35 MPH and less and require all drivers to have a valid driver's license. No such cart will be permitted to drive at night without operable head and tail lights and under no circumstances will golf carts be permissible or allowed on highways, interstates, 55 mph roads or four lane thoroughfares.**

**§ 153A-245. Regulation of golf carts on streets, roads, and highways.**

(a) Notwithstanding the provisions of G.S. 20-50 and G.S. 20-54, a county may, by ordinance, regulate the operation of golf carts, as defined in G.S. 20-4.01(12a), on any public street, road, or highway where the speed limit is 35 miles per hour or less within the county that is located in any unincorporated areas of the county or on any property owned or leased by the county.

(b) By ordinance, a county may require the registration of golf carts, charge a fee for the registration, specify who is authorized to operate golf carts, and specify the required equipment, load limits, and the hours and methods of operation of golf carts. No person less than 16 years of age may operate a golf cart on a public street, road, or highway. (2009-459, s. 1.)

**§ 160A-300.6. Regulation of golf carts on streets, roads, and highways.**

(a) Notwithstanding the provisions of G.S. 20-50 and G.S. 20-54, a city may, by ordinance, regulate the operation of golf carts, as defined in G.S. 20-4.01(12a), on any public street, road, or highway where the speed limit is 35 miles per hour or less within its municipal limits or on any property owned or leased by the city.

(b) By ordinance, a city may require the registration of golf carts, charge a fee for the registration, specify who is authorized to operate golf carts, and specify the required equipment, load limits, and the hours and methods of operation of golf carts. No person less than 16 years of age may operate a golf cart on a public street, road, or highway. (2009-459, s. 3.)

**TO: Chairman and Members of the Board**  
**FROM: Michael W. Jarman, County Manager**  
**DATE: August 6, 2012**  
**SUBJECT: Items of Interest**

1. Designation of Voting Delegate to NCACC Annual Conference
2. Memorandum: NCACC Solicitation of County Legislative Goals Proposals for 2013-14
3. May 17, 2012 Lenoir County Planning Board Minutes



N O R T H C A R O L I N A  
ASSOCIATION OF COUNTY COMMISSIONERS

**Designation of Voting Delegates  
to NCACC Annual Conference**

I, \_\_\_\_\_, hereby certify that I am the duly designated voting delegate for \_\_\_\_\_ County at the 105<sup>th</sup> Annual Conference of the North Carolina Association of County Commissioners to be held in Wake County, N.C., on August 16-19, 2012.

Signed: \_\_\_\_\_

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

**Article VI, Section 2 of our Constitution provides:**

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Sheila Sammons by: **Friday, August 10, 2012:**

**NCACC  
215 N. Dawson St.  
Raleigh, NC 27603  
Fax: (919) 733-1065  
sheila.sammons@ncacc.org**



N O R T H C A R O L I N A  
A S S O C I A T I O N O F C O U N T Y C O M M I S S I O N E R S

## Memorandum

**To:** County Board Chairs, County Commissioners, County Managers, Clerks and Affiliate Organization Presidents  
**From:** David F. Thompson, Executive Director  
**Date:** July 13, 2012  
**Subject:** NCACC Solicitation of County Legislative Goals Proposals for 2013-14

The time is here for us to begin our legislative goals development process for the 2013-14 biennium. We are inviting counties to submit their legislative proposals to the Association. Our goals development process is open, inclusive and deliberative. It is designed to give all 100 counties a voice in developing our legislative agenda.

This Association is the only organization in the state that truly represents all the citizens of North Carolina. For each biennial session of the General Assembly, counties submit legislative proposals, and commissioners from across the state review and recommend them to our members. Legislators know and appreciate that all 100 counties have the opportunity to be involved in our process.

Receipt of your county's proposals is instrumental to our process. Attached is a form for submittal of 2013-14 legislative goals proposals, a legislative goals handbook that delineates NCACC's legislative goals process, and a list of the progress made on the 2011-12 legislative goals. Due to your efforts, many of our goals were achieved. Reviewing these issues may be helpful in contemplating new goals or revisiting ones that need further action.

When submitting your goals, please keep in mind the following:

- Complete the accompanying goal proposal form.
- Goals may be submitted in any of the following formats: a resolution approved by the Board of Commissioners, a letter from the Chairman of the Board on behalf of the entire board, or by letter from an affiliate organization.
- Proposed goals received on or before Sept. 17 will be referred to the appropriate steering committee for review and consideration.
- Proposed goals received after Sept. 17 will be sent directly to the Legislative Goals Committee for review.

As referenced above, this packet includes the 2012 NCACC Legislative Goals Handbook. This handbook contains information about the rules, procedures and guidelines for the legislative goals adoption process. Please note the following schedule for your planning purposes.

### Legislative goals development timeline

- Sept. 17, 2012 Goals submission deadline
- September - October Steering committees review goals
- November Legislative Goals Committee meets
- December Board of Directors reviews and finalizes recommendations
- Jan. 24-25, 2013 Legislative Goals Conference, membership approval of goals

If you have any questions, please do not hesitate to contact me or Kevin Leonard, NCACC Deputy Director.



2013-14 biennium

# LEGISLATIVE GOALS PROPOSAL FORM

All proposals due to NCACC by Sept. 17, 2012

Mail to NCACC, Attn.: Kevin Leonard, 215. N. Dawson St., Raleigh, NC 27603;  
e-mail to [ncacc@ncacc.org](mailto:ncacc@ncacc.org); or fax to (919) 733-1065

Attach one or more of the following to this form:

- An adopted resolution by the Board of Commissioners;
- A letter from the Board Chairman on behalf of the Board; and/or
- A letter from the president of an affiliate organization.
- Any other documentation or materials that support the proposed goal.

If you have questions, contact Kevin Leonard at (919) 715-4369 or [kevin.leonard@ncacc.org](mailto:kevin.leonard@ncacc.org).

## Legislative Goals Timeline

**Sept. 17:** Deadline for submission of proposals

**Sept. – Oct.:** Steering committees review goals

**November:** Legislative Goals Committee reviews steering committee recommendations, approves package of goals for Board of Directors

**December:** Board of Directors finalizes package to be presented to full membership

**Jan. 24-25, 2013:** Membership adopts goals at Legislative Goals Conference

Date:

Name of county/affiliate organization:

Name and title of person submitting goal:

Phone:

E-mail:

Goal title:

Goal description (what is the problem being addressed?):

County staff contact if other than submitter:

## Select Steering Committee(s)

*You may choose more than one*

Agriculture

Environment

Human Services

Intergovernmental Relations

Justice and Public Safety

Public Education

Tax and Finance



# **LEGISLATIVE GOALS HANDBOOK**

**FALL 2012**

**SECOND EDITION**

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## **THE NCACC LEGISLATIVE GOALS PROCESS**

### **Mission Statement**

The Association's Legislative Goals process is thoughtful, deliberative, inclusive and fair. The investment of time and energy, and value of full discourse, strengthens our Association as we navigate the legislative currents. The process is designed to create an informed grassroots organization and to build a cohesiveness of purpose within the organization that, in turn, grants a degree of credibility to the Association that is unique. All counties and all county officials are invited and encouraged to participate in the Legislative Goals process.

## CONTENTS

This handbook is intended to offer the reader an overview and guidance about the rules and processes used to develop the legislative agenda of the North Carolina Association of County Commissioners. Information is presented in a format that tracks the chronological course of action for the goals adoption process.

Page 6	Background & 2012-13 Timeline
Page 7	Stage 1 - Seeking Goal Proposals
Page 8	Stage 2 - Steering Committee Review
Page 10	Stage 3 - Legislative Goals Committee
Page 11	Stage 4 - Board of Directors Consideration
Page 12	Stage 5 - Legislative Goals Conference
Page 14	Guidance Outside of Legislative Goals Process

## Background and 2013-14 Adopted Timeline

Every two years, in the months preceding a long session of the General Assembly, the North Carolina Association of County Commissioners engages in a process to determine the legislative goals it should seek in the best interest of the counties. The process is thorough, deliberative, and time intensive. It is designed to allow for input from as many county commissioners and other county officials as possible. By maximizing participation from so many of the organization's members, it is possible to reach agreement on goals that are important to all members of this diverse organization.

The NCACC goals-setting process begins in July of each even-numbered year and consists of five stages. These stages are described in detail in this handbook.

Below is the recommended timeline for the 2013-14 legislative goals process:

Legislative Goals Process Timeline	
When	What
September 17 <sup>th</sup>	Submission of county goal proposals deadline
September - October	Steering committees review goals
November	Legislative Goals Committee reviews steering committee recommendations, approves package of goals for Board of Directors
December	Board of Directors finalizes package to be presented to full membership
January 24-25, 2013	Membership adopts goals at Legislative Goals Conference

## Stage 1 - Seeking Proposed Goals (July - September)

The Association's goals-setting process begins with an effort to elicit proposals that members think should be part of the county legislative "package" for the upcoming legislative biennium. Through CountyLines, e-mail communications and other means, the Association solicits proposals from county boards of commissioners. Suggested goals can be submitted via adopted resolutions from full boards, from the Board Chairmen via letter on behalf of the full boards, and from the fifteen affiliate and related organizations (which are groups of county officials/staff organized by function) via a letter from those organizations' presidents.

Presently, the following organizations are included as Affiliate and Related organizations:

### Affiliates

- Association of North Carolina Boards of Health
- Human Resources Directors' Association of North Carolina Counties
- N.C. Association of Assessing Officers
- N.C. Association of County Boards of Social Services
- N.C. Association of County Attorneys
- N.C. Association of County Clerks to the Board
- N.C. Association of County Directors of Social Services
- N.C. Association of County Finance Officers
- N.C. Association of Emergency Medical Services Administrators (NCAEMSA)
- N.C. Association of Local Health Directors
- N.C. Association of Registers of Deeds
- N.C. Tax Collectors' Association

### Related Organizations

- Joint Regional Forum
- N.C. City/County Managers Association
- N.C. Association of County Department of Social Services Attorneys

The Association intentionally casts a wide net to encourage inclusiveness and full membership participation. Discussion and action on proposed goals by full boards of commissioners is requested because this interaction contributes to the deliberative process and builds consensus.

Counties are provided a form on which to submit proposed goals. This streamlines the internal processing of proposals. Forms can be requested by contacting the Association office or can be accessed on the NCACC website at [www.ncacc.org](http://www.ncacc.org). A sample form is included in the Appendix of this handbook.

## Stage 2 - Steering Committee Review (September – October)

The Steering Committee Review is the first step in our legislative goals development process. The Association has seven Steering Committees, organized by subject matter. These are permanent, standing committees. Membership on the Steering Committees is open to any county official – elected, appointed or administrative; chairs are appointed by the Association President following each annual conference. The Steering Committees are:

- Agriculture
- Environment
- Health and Human Services
- Intergovernmental Relations
- Justice and Public Safety
- Public Education
- Taxation and Finance

Proposed goals are sorted according to subject matter by NCACC staff and referred to the appropriate Steering Committees for review. Steering Committees may hear from county officials who submit goal proposals and also may review staff research and analysis. The participation of county staff on Steering Committees provides professional expertise that is critically important as a “reality check” when Steering Committees deliberate the practicality of proposals, discuss how proposals could or should be modified, consider how they align with other proposals, and suggest revisions to better meet the needs of the county “family.” Though staff expertise is critical, particularly at this early stage, as the goals-setting process moves forward, it is increasingly controlled by elected county commissioners.

During the goal setting process the steering committee members are asked to make specific recommendations or actions about each submitted goal. The committee actions include, but are not limited to:

- Favorable – A goal is approved to send to the Legislative Goals Committee for further discussion and consideration.
- Amend – The committee may revise or amend a proposal.
- Unfavorable – The committee declines to send the goal forward.
- Forward Without Prejudice – The Committee has no opinion on the proposal, but wants the Legislative Goals Committee to consider it.
- Needs Further Study – The Committee has insufficient information to make an informed decision and requests that the sponsors either do further research or bring back answers to particular questions at a later date.

In addition to considering proposed goals submitted by counties and partner organizations, the Steering Committees review goals from the previous legislative session to determine whether they are still relevant and should be continued. The committees are also empowered to develop their own suggested goals when needed. Each committee submits its proposed goals to the Legislative Goals Committee.

## Policy Statement Review

The Steering Committees also review the Association's subject area Policy Statements. The Policy Statements are general declarations of ongoing positions that give guidance on broad policy objectives, such as "no mandates without funding." These statements also guide the staff in dealing with unanticipated issues that arise in the legislative context or that affect the counties in other ways, as with proposed administrative rules and regulations or state agency policies.

Because the Steering Committees are ongoing and have broad member participation, they are a critical first step in the Legislative Goals development process. The committees meet quarterly and are available to review legislation during the legislative session; they are used to guide unanticipated legislative action and to recommend any actions that might be advisable to the NCACC Board of Directors for formal consideration and action. This issue is described in greater detail in a later section included in this handbook.

### Stage 3 - Legislative Goals Committee (November)

The Legislative Goals Committee is a non-standing committee. It is newly appointed every two years and meets as needed. Members are selected to assure balance with respect to political affiliation, county population, race, gender and other demographic characteristics. Two co-chairs, a Republican and a Democrat, are appointed by the NCACC Association President to lead the Legislative Goals Committee.

The members of the Legislative Goals Committee traditionally include:

- Each Steering Committee Chair (appointed by the President)
- Affiliate organization representatives (the president of the affiliate organization)
- A Joint Regional Forum representative
- An elected commissioner from each of the Association's 18 districts
- Other members as appointed by the President.

The Legislative Goals Committee reviews the recommendations of the Steering Committees. Steering Committee chairs present their committee's recommendations. The county officials who want to advocate their proposals are allowed to make presentations to the Legislative Goals Committee. The committee also reviews research and analysis related to the proposals.

The goals development timeframe requires that the Legislative Goals Committee hold its meetings during the busiest political season of the year for counties. The process always takes place during an election year for counties, and the campaign season is always underway when the Legislative Goals Committee and Steering Committees are deliberating their proposals. While this may be inconvenient, it is necessary. It is also beneficial to the process, in that critical issues are often in front of the public and commissioners.

The Legislative Goals Committee may narrow the list of proposals; it also reconciles conflicts or overlaps between steering committee recommendations, and prioritizes its recommendations. The proposals are then submitted to Board of Directors for consideration.

#### **Stage 4 - Board of Directors (December)**

As the Association's goal-setting process moves forward, the elected county commissioners become more and more involved in the decision-making process. The Board of Directors is almost exclusively elected commissioners, with the one exception of a non-voting county manager.

At its December meeting, the Board reviews the recommendations of the Legislative Goals Committee. As at earlier stages of the process, the Board may hear presentations, review research and analysis, add, delete or amend proposals and policy statements.

The Board gives final approval to the package of proposals and policy statements that are to be voted on by the full membership at the Legislative Goals Conference in January. By taking this action in December, the individual county boards of commissioners have time and opportunity for a full review prior to the conference.

## Stage 5 - Legislative Goals Conference (Jan. 24-25)

The final stage of the Association's Legislative Goals process is the Legislative Goals Conference, to which all Association members are invited. Historically, more than 85 counties are represented, exemplifying an outstanding degree of interest and participation. The conference is spread over a day and a half, assuring time for thorough discussion, deliberation and debate. In recognition of the need to involve newly elected commissioners in the process, the Board appoints a Screening Committee to receive any new proposals that have not been through the development process by this stage. This process is discussed in greater detail below.

The goals conference is conducted according to rules designed to encourage participation, to provide a balance between inclusiveness and respect for the process and efforts of the committees and the Board up to this point. The conference begins with a pre-lunch nonvoting discussion of the proposed goals. This allows commissioners not previously involved in the deliberations, particularly newly elected commissioners, to improve their understanding of the issues.

### Voting Process

- Every member county appoints a voting delegate to the conference.
- Every county in attendance has one vote. The voting delegate can be any county official, including non-elected officials, and a county may choose an alternate. No proxies are allowed.
- Goals are presented by steering committee subject category. Upon motion of any voting delegate, a proposal can be set aside for detailed discussion.
- Majority votes are required to approve or alter the proposed goals.

### Screening Committee Process

The Association has a Screening Committee process to allow for consideration of newly proposed goals or proposals previously presented but not approved. The Screening Committee is composed of the Legislative Goals Committee chairs and the seven Steering Committee chairs. The Screening Committee meets at the end of the first day of the conference to review and hear presentations on any newly submitted proposals.

The rules under which the Screening Committee operates are designed to provide for fair consideration of new or previously unsuccessful ideas.

Rules for the Screening Committee process are as follows:

- Any new or previous goal proposal must be submitted to the committee by 1 p.m. on the first day of the conference.

- Goals approved and recommended by the Screening Committee are brought to the floor for consideration by the voting delegates on the second day of the conference. A majority vote of the delegates is required for approval.
- Any proposal not approved by the Screening Committee can only be brought to the floor for consideration upon a vote of two-thirds of the number of voting delegates present at 2 p.m. on the first day of the conference. This requirement recognizes that by the end of the second day, voting delegates may leave, and it protects the members from having their goals process circumvented by what could be a relatively small number of delegates.
- The Screening Committee has the authority to request a Steering Committee to give further study to newly proposed ideas. Any Steering Committee recommendations that derive from this kind of study can be presented to the Board of Directors for consideration at a later date.

### **Conclusion**

All goals and policies receiving a favorable report at the Legislative Goals Conference are included in the official final NCACC Legislative Goals package. The official document containing the organization's goals and policy statements shall be mailed to all 100 counties and presented to each member of the North Carolina General Assembly, to the Governor, and to other executive branch leaders.

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### **Guidance Outside of Legislative Goals Process**

Throughout the legislative biennium, new issues will arise that were not anticipated or considered during the organization's legislative goals process. The Association Steering Committees have the authority and responsibility to study new issues, to research and analyze the effect or implications of proposed legislation, and to make recommendations to the Board of Directors. Any such action is communicated on a regular basis to the Association members through the web-site, through CountyLines, and through other means as needed.

Upon recommendation of the co-chairs of the Legislative Goals Committee, the committee may meet between the legislative long and short sessions, to review goal progress and make suggestions to the Board of Directors related to goal priorities, especially given an ever-changing legislative environment.

Appendix



2013-14 biennium

**LEGISLATIVE GOALS PROPOSAL FORM**

All proposals due to NCACC by, Sept. 17, 2012

Mail to NCACC, Attn.: Kevin Leonard, 215. N. Dawson St., Raleigh, NC 27603;  
e-mail to [ncacc@ncacc.org](mailto:ncacc@ncacc.org); or fax to (919) 733-1065

Attach one or more of the following to this form:

- An adopted resolution by the Board of Commissioners;
- A letter from the Board Chairman on behalf of the Board; and/or
- A letter from the president of an affiliate organization.
- Any other documentation or materials that support the proposed goal.

If you have questions, contact Kevin Leonard at (919) 715-4369 or [kevin.leonard@ncacc.org](mailto:kevin.leonard@ncacc.org).

Date:	
Name of county/affiliate organization:	
Name and title of person submitting goal:	
Phone:	E-mail:
Goal title:	
Goal description (what is the problem being addressed?):	
County staff contact if other than submitter:	

**Legislative Goals Timeline**

Sept. 17: Deadline for submission of proposals

Sept. – Oct.: Steering committees review goals

November: Legislative Goals Committee reviews steering committee recommendations, approves package of goals for Board of Directors

December: Board of Directors finalizes package to be presented to full membership

Jan. 21-25, 2013: Membership adopts goals at Legislative Goals Conference

**Select Steering Committee(s)**

*You may choose more than one.*

- Agriculture
- Environment
- Human Services
- Intergovernmental Relations
- Justice and Public Safety
- Public Education
- Tax and Finance



N O R T H                      C A R O L I N A  
A S S O C I A T I O N   O F   C O U N T Y   C O M M I S S I O N E R S

215 NORTH DAWSON STREET  
RALEIGH, NORTH CAROLINA 27603

919-715-2893

[WWW.NCACC.ORG](http://WWW.NCACC.ORG)



Goal Accomplished



Goal Partially Accomplished



Goal Not Met

## Agriculture

1.  **Support conservation of working lands and farmland preservation** - Support legislation to promote and preserve working farmlands by including these lands in the state tourism plan, by retaining the current authority for the present use value system, by maintaining funding for the Ag Development and Farmland Preservation Trust, and by authorizing counties to implement transfer of development rights.
2.  **Fund agricultural resource and extension services** - Support legislation to increase ag research and extension services and maintain existing research stations at current levels.
3.  **Support Sustainable Local Food Advisory Council recommendations** - Support legislation to implement the Sustainable Local Food Advisory Council's recommendations including a prohibition against municipal involuntary annexation or regulation of farm or forestry activities within a voluntary agricultural district or conservation district and support state funding to maintain and enhance the North Carolina Transition Network.
4.  **Maximize availability of adoptable animals** - Seek legislation to increase adoption opportunities for county animal control facilities by clarifying ownership proof and increasing shelter director discretion.



This document provides a summary status report of the county legislative goals adopted in the 2011-12 biennium. Goals are presented by steering committee area, with the following symbols depicting each goal's progress:



Goal Accomplished



Goal Partially Accomplished



Goal Not Met

Counties are encouraged to use this progress report when considering what legislative goals should be submitted as a part of NCACC's legislative goals process for the 2013-14 Legislative Biennium.

NCACC staff will provide a thorough review and discussion of these goals during the steering committee legislative goals review process. County members are invited to join a steering committee, with steering committee meetings to be scheduled in September and October, 2012.

### Priority Goals

1.  **Oppose shift of state transportation responsibilities to counties** – Oppose legislation to shift the state's responsibility for funding transportation construction and maintenance projects to counties.
2.  **Reinstate ADM and lottery funds for school construction** – Seek legislation to fully reinstate the Average Daily Membership funds and Lottery proceeds to the Public School Building Capital Fund.
3.  **Ensure adequate mental health funding**
  - Seek legislation to ensure adequate capacity of state-funded acute psychiatric beds.
  - Oppose legislation to close state-funded beds until there is adequate capacity statewide.
  - Seek legislation to maintain the existing levels of state funding for community mental health services.
4.  **Preserve the existing local revenue base.**
5.  **Authorize local revenue options** – Seek legislation to allow all counties to enact by resolution or, at the option of the Board of Commissioners, by voter referendum any or all revenue options from among those that have been authorized for any other county.



## County of Lenoir

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Office of the  
Tax Administrator

Drawer 3289  
Kinston, N.C. 28502

July 27, 2012

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 2011-2012

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 2011-2012 and prior fiscal years from 2001.

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.

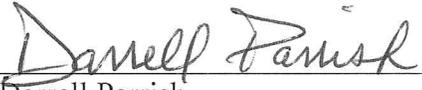
Sincerely,

Darrell Parrish  
Lenoir County Tax Collector

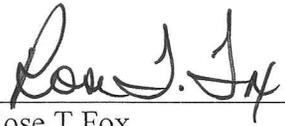
\_\_\_\_\_  
Lenoir County Finance Officer

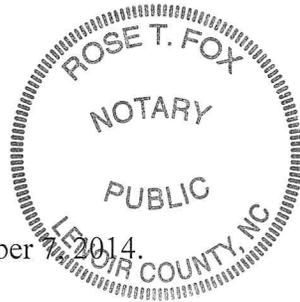
Copy: County Commissioners  
County Manager  
County Finance Officer

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 27th day of July, 2012 to sign this statement.

  
\_\_\_\_\_  
Rose T Fox



My commission expires November 2014.

July 27, 2012

2011 – 2012 Levy

CHARGES

1. 2011 – 2012	\$32,764,226.93
2. Lien Cost and Interest Collected	<u>116,783.17</u>
<b>TOTAL</b>	<b>\$32,881,010.10</b>

CREDITS

1. Amount deposited in bank	\$31,187,003.64
2. Principal real tax owed	965,939.34
3. Amount of insolvent taxes owed (personal)	<u>728,067.12</u>
<b>TOTAL</b>	<b>\$32,881,010.10</b>

Percent Collected 94.85%

Collection of Prior Years Taxes

<u>Year</u>	<u>Levy</u>	<u>Taxes Collected</u>	<u>Percent Collected</u>	<u>Taxes Uncollected</u>
2010-2011	\$30,491,319	\$30,010,311	98.42%	\$481,008
2009-2010	\$30,905,623	\$30,622,158	99.08%	\$283,465
2008-2009	29,820,535	29,598,837	99.26%	221,698
2007-2008	28,183,038	28,988,539	99.33%	194,499
2006-2007	28,326,904	28,149,245	99.37%	177,659
2005-2006	26,171,844	26,025,396	99.44%	146,448
2004-2005	25,162,015	25,000,403	99.36%	161,612
2003-2004	24,795,427	24,711,438	99.66%	83,989
2002-2003	24,264,195	24,184,250	99.67%	79,945
2001-2002	24,571,833	24,498,461	99.70%	73,372

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 8/6/12 **ITEMNO.:** 9B

**RESOLUTION** Approving Insolvent Personal Property Tax

**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 tiled as part of the minutes of this meeting with the Clerk to the Board.

**AMENDMENTS:**

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

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

YEA VOTES: Graham \_\_\_\_\_ Davis \_\_\_\_\_ Brown \_\_\_\_\_ Daughety \_\_\_\_\_  
Pharo \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W Graham, Jr., Chairman      Date

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

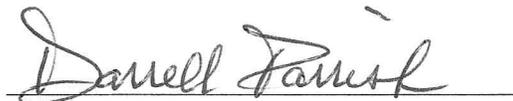
## REPORT OF INSOLVENTS

To: Lenoir County Board of Commissioners

The undersigned tax collector respectfully reports that certain personal property taxes levied for the year 2011 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.

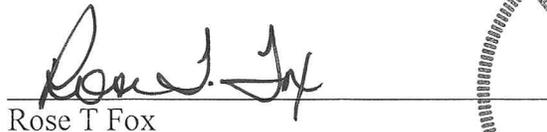
The undersigned requests that the attached list of personal property taxes be declared insolvent and credited upon annual settlement.

This 27th day of July, 2012.

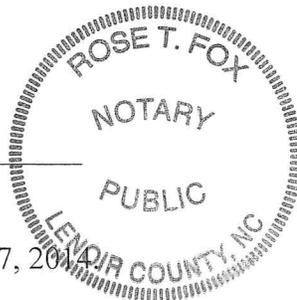


Darrell Parrish  
Lenoir County Tax Collector

This is to certify that Darrell Parrish personally appeared before me this 27th day of July, 2012 to sign this statement.



Rose T Fox



My commission expires November 7, 2014

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 08/06/12 **ITEM NO.:** 10

**RESOLUTION:** Authorizing Lenoir County Cooperative Extension to Facilitate the Families And Children in Transition (FACT) Program.

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:** The Board is requested to authorize Lenoir County Extension's facilitation of the FACT Program beginning in September 2012 and to allow Tammy Kelly, Extension Director to execute the implementation of the program.

**HISTORY/BACKGROUND:** The Families And Children in Transition (FACT) Program is a program assisting families in successful co-parenting. Co-parenting is the positive cooperation and coordination of parents in raising their children. Successful co-parenting skills can help put children first and creates a safe loving environment for the family. FACT helps parents effectively communicate with their child's other parent, using conflict management, active listening, and parenting plans. According to one Lenoir County Family Court Judge, at this time referrals to such a program are being sent to Wayne County. NC Cooperative Extension, Family & Consumer Sciences developed the successful curriculum and provide direction and assistance in the implementation of the program. Parents will be required to pay a general amount for participation as required by Family Court. These dollars will be used to provide workbooks and instruction for participants.

**EVALUATION:** The FACT program is an important resource for divorcing families as they transition into shared custody of children. The number of participants that successfully complete FACT and program evaluation will provide information as it relates to its success.

**MANAGER'S RECOMMENDATION:**

MWJ  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that Lenoir Cooperative Extension be authorized to facilitate the Families And Children in Transition (FACT) Program, and be it further resolved, that the Lenoir County Cooperative Extension Director is authorized to execute implementation of the program.

**AMENDMENTS:**

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

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

YEA VOTES: Graham \_\_\_\_\_ Davis \_\_\_\_\_ Brown \_\_\_\_\_ Daughety \_\_\_\_\_  
Pharo \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham, Jr., Chairman      08/06/12  
Date

\_\_\_\_\_  
ATTEST      08/06/12  
DATE

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 8/6/12 **ITEM NO.:** 11

**RESOLUTION:** Authorizing the Acceptance of the Award of a Proportional Match (50%) from the State of North Carolina Appropriated "Special Leave" Provision, Passed by the NC General Assembly, for Lenoir County Employees of North Carolina Cooperative Extension.

**SUBJECT AREA:** Salaries and Benefits/Financial

**ACTION REQUESTED:** To authorize the acceptance of the award of a proportional match (50%) from the State of North Carolina Appropriated "Special Leave" Provision passed by the NC General Assembly for Lenoir County Employees of North Carolina Cooperative Extension.

**HISTORY/BACKGROUND:** The State of North Carolina awarded a "special leave" provision to employees as part of the 2012-2013 State Budget. Specifically, 40 hours of leave is to be allocated for full-time, leave-earning employees. The full details of the provision are attached.

In general, this Special Leave provision has the following characteristics:

1. It is awarded only to those leave-earning employees employed on July 1, 2012.
2. It must be used before any other non-sick-leave balance (may be used for absences due to illness, but it is not required).
3. It is paid out only to employees who separate due to retirement; the special leave balance is "forfeited" for all other types of separations.
4. The entire balance must be utilized on or before June 30, 2013, or it is "forfeited".

**EVALUATION:**

Cooperative Extension employees are funded partially by the State of North Carolina and by Counties. The proportional match (50%) of the State of North Carolina Appropriated "Special Leave" provision for Lenoir County Employees of North Carolina Cooperative Extension was passed by the NC General Assembly and was included in the State's FY 12-13 budget.

**MANAGER'S RECOMMENDATION:**

*MW*  
INITIALS

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that Lenoir County Cooperative Extension is authorized to accept the award of a proportional match (50%) from the State of North Carolina Appropriated "Special Leave" provision for Lenoir County Employees of North Carolina Cooperative Extension.

**AMENDMENTS:**

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

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

YEA VOTES: Graham \_\_\_\_\_ Davis \_\_\_\_\_ Brown \_\_\_\_\_ Daughety \_\_\_\_\_  
Pharo \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham, Jr., Chairman      08/06/2012  
Date

\_\_\_\_\_  
ATTEST                      DATE



Goal Accomplished



Goal Partially Accomplished



Goal Not Met

## Health and Human Services

1.  **Ensure adequate mental health funding**
  - Seek legislation to ensure adequate capacity of state-funded acute psychiatric beds.
  - Oppose legislation to close state-funded beds until there is adequate capacity statewide.
  - Seek legislation to maintain the existing levels of state funding for community mental health services.
2.  **Retain state aid to counties** - Seek legislation to retain the State Aid to Counties to maintain federal matching funds.
3.  **Allow county flexibility to organize local human services**
  - Seek legislation to allow counties to organize human services based on community need, including the removal of the population threshold in 153A-77.
  - Oppose legislation that would mandate consolidation of social services functions.
4.  **Maintain childcare subsidy funds and allocate to counties**
  - Seek legislation to allocate all childcare subsidy funding directly to counties.
  - Oppose legislation that would reduce childcare subsidy funding.
5.  **Maintain TANF funds to counties** - Seek legislation to maintain existing levels of county TANF funding to support and fund county DSS programs.
6.  **Maintain childcare subsidy administration** - Seek legislation to maintain the Child Care Subsidy Administration funding at 5 percent.
7.  **Increase state/county special assistance residency requirements** - Seek legislation to increase the number of days to establish residency for Special Assistance from 90 to 180 days, except for persons who have entered the state to be supported by a close relative.
8.  **Require back-up generators for adult-care homes** - Seek legislation to require all new adult-care homes to have back-up generators prior to receiving certificates of occupancy and require all existing adult-care homes to be equipped with back-up generators within three years.
9.  **Expedite NCFAST automation and policy simplification** - Seek legislation to expedite the implementation of NC FAST and ensure automation builds on program and policy simplification and includes interface protocols.
10.  **Retain "electing" counties' financial incentives** - Seek legislation to retain financial incentives for counties to be "electing" counties.



Goal Accomplished



Goal Partially Accomplished



Goal Not Met

## Environment

1.  **Enhance river basin monitoring and streamline rule-making** - Enhance monitoring for all river basins in North Carolina and review the rule-making process to enhance regional cooperation.
2.  **Streamline water supply reservoir permitting** - Seek legislation to streamline local water supply reservoir permitting without sacrificing the scientific rigor of Environmental Impact Assessment and ensure adequate opportunities for public and local official comment.
3.  **Authorize county oversight of bio-solids disposal** - Support legislation to authorize counties to regulate, but not prohibit, bio-solids application activities, including the acceptable "classes" of bio-solids for application and the prohibition of bio-solids application in certain environmentally sensitive areas.
4.  **Clarify yard waste facility runoff statutes** - Seek legislation to clarify that runoff from yard waste staging areas at county landfills does not require wastewater treatment.
5.  **Create study commission on horizontal drilling, hydraulic fracturing and uranium mining** - Seek legislation to create a Study Commission on horizontal drilling and hydraulic fracturing for shale gas deposits and uranium mining.



Goal Accomplished



Goal Partially Accomplished



Goal Not Met

## Intergovernmental Relations

1.  **Oppose shift of state transportation responsibilities to counties** - Oppose legislation to shift the state's responsibility for funding transportation construction and maintenance projects to counties.
2.  **Modernize annexation laws** - Seek legislation modernizing annexation laws.
3.  **Oppose collective bargaining for public employees** - Oppose legislation to authorize local governments to enter into collective bargaining agreements with public employees, or to mandate dues check-off programs.
4.  **Implement combined motor vehicle registration and property tax collection system** - Seek legislation to ensure that the combined motor vehicle registration and property tax collection system is implemented within the statutory deadline.
5.  **Protect local control of ABC system** - Seek legislation to protect local control of the local ABC system including all local revenue streams generated through local ABC store operations.
6.  **Authorize counties to offer broadband through partnership or direct service** - Seek legislation to authorize counties to provide high-speed internet through direct county service or public-private partnerships.
7.  **Eliminate second primary and run-off elections** - Seek legislation to eliminate second primary and run-off elections.
8.  **Authorize electronic notice of public hearings and other legal notices** - Seek legislation to provide counties with options for notice of public hearings, notice of delinquent taxpayers, and other legal notices, through electronic means.
9.  **Repeal public employee personnel record changes** - Repeal HB 961. Seek legislation that will better clarify issues regarding privacy of public employee personnel records and release of other public records.
10.  **Protect privacy of citizen email notification and distribution lists** - Seek legislation to protect the privacy of email notification and distribution lists of citizens who have requested electronic communication with their local governments.
11.  **Modernize public records retention** - Seek legislation to modernize public records retention to permit records storage in digital format.
12.  **Support Rural Transportation Planning Organizations (RPOs)** - Support legislation to maintain the funding for rural transportation planning organizations (RPOs).
13.  **Reform workers' compensation** - Support legislation to reform North Carolina's workers' compensation system to reduce disability findings and open-ended streams of payment, to address the trend in favor of long-term disability findings, to diminish control over these findings on the part of claimants and their legal representatives, and to curtail adoption of rules that limit return-to-work efforts.



NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS – 2011-2012 – LEGISLATIVE GOALS

14.  **Oppose contributory negligence tort reform** - Oppose tort reform legislation that would overburden county budgetary constraints, unfairly shift fault to counties, or increase demand for court facilities.
15.  **Promote utilization of 911 centers by protecting confidentiality** - Seek legislation to promote the reporting of criminal activity by protecting the confidentiality of callers by using either transcripts or voice-altered recordings to prevent recognition and to make appropriate amendments to public records laws.



Goal Accomplished



Goal Partially Accomplished



Goal Not Met

## Justice and Public Safety

1.  **Protect county jail system**
  - Seek legislation to protect the fiscal viability of the county jail system by reinstating the reimbursement rate for state inmates housed in county jails and increasing the reimbursement rate for state inmates awaiting post-trial prison transfer.
  - Oppose legislation to increase time counties are mandated to house state misdemeanants.
2.  **Improve inmate medical care cost containment** - Seek legislation that would authorize medical care providers to charge the state and counties no more than the rates set in the Medicaid or Medicare schedule of charges for inmate medical care.
3.  **Maintain funding for gang prevention and adolescent substance abuse prevention, intervention and treatment programs.**
4.  **Allow court facility fee flexibility** - Seek legislation to allow counties to collect additional fees to support specialty courts and help fund capital, operational and other needs associated with increasing demands on our judicial system.
5.  **Authorize inmate electronic monitoring cost reimbursement** - Seek legislation to authorize counties to seek reimbursement from defendants for electronic monitoring, based on ability to pay.



NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS – 2011-2012 – LEGISLATIVE GOALS



Goal Accomplished



Goal Partially Accomplished



Goal Not Met

**Public Education**

1.  **Reinstate ADM and lottery funds for school construction** - Seek legislation to fully reinstate the Average Daily Membership funds and Lottery proceeds to the Public School Building Capital Fund.
2.  **Authorize county use of lottery funds for technology** - Seek legislation to authorize counties to use lottery funds to address school technology needs.
3.  **Increase high school graduation rates** - Support legislation that encourages students to complete their high school education by recognizing alternative graduation methods and by excluding from the definition of dropouts those youth enrolled in high school equivalency programs at community colleges.



Goal Accomplished



Goal Partially Accomplished



Goal Not Met

## Tax and Finance

1. **Preserve the existing local revenue base .**
2. **Authorize local revenue options** - Seek legislation to allow all counties to enact by resolution or, at the option of the Board of Commissioners, by voter referendum any or all revenue options from among those that have been authorized for any other county.
3. **Recover costs through in rem foreclosure fee** - Seek legislation to increase the reimbursement rate for in rem foreclosure collection efforts to recover actual costs, including legal expenses.
4. **Set property tax relief application deadline at June 1** - Seek legislation to establish June 1 as the statutory deadline for exemption, deferment and other property tax relief applications.
5. **Clarify centralized listing and assessing of cellular and cable companies** - Seek legislation to implement the central listing and assessment of cellular and cable companies.
6. **Clarify definition of charity eligible for property tax relief** - Seek legislation to clarify the definition of charity and set a cap amount for hospitals, facilities financed through Medical Care Commission bonds, and continuing care facilities, and require that any property valuation exclusion formula provide for a higher test of charity.
7. **Allow hospital authority access to setoff debt collection** - Seek legislation to authorize hospital authorities to participate in the setoff debt collection program.
8. **Require sales tax reported at zip+4** - Seek legislation to require that large vendors report sales tax by the 9-digit zip code.
9. **Simplify register of deeds fees** - Support legislation to require that all real estate recording fees charged by the Register of Deeds be set at appropriate flat rates, with a single rate paid to a single state agency, provided that implementation of this legislation not reduce any revenues to any county.
10. **Standardize local vehicle fees** - Seek legislation to require that all local vehicle fees be adopted at the time the tax rate is adopted and impose the fees on all registered and unregistered vehicles.
11. **Allow solid waste authority access to setoff debt collection** - Seek legislation to authorize solid waste authorities to participate in the setoff debt collection program.
12. **Manufactured home taxes paid before transfer** - Seek legislation to require that all taxes levied on manufactured homes be paid before the home may be moved, reposessed or sold on site.

County of Lenoir



P.O. Box 3289  
101 North Queen Street  
Kinston, North Carolina 28502  
Telephone 252-559-2260  
*Planning & Inspections Department*

**LENOIR COUNTY PLANNING BOARD  
MAY 17, 2012  
DRAFT MINUTES**

*Regular Meeting  
May 17, 2012*

**Members Present:**

*C.L. Braxton-Chairman District 3  
Russell Hill-Alternate-1  
Morry Barbee Jr.-Alternate-2  
Donna H. Hardy- District 1  
Barry Seay-District 5*

**Members Absent:**

*Derrick Carter-District 6  
Frank White-Vice-Chairman-At-Large*

**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:**

**April 19, 2012:** Mr. Barry Seay made a motion to accept the minutes as written and Mr. Morry Barbee Jr. seconded the motion. The vote was unanimous to approve the **April, 19, 2012** minutes as written.

**3. Discussion and Decision on Case number SUP-12-002:** is an application requesting the use of a Manufactured Home Park as listed in the Lenoir County Zoning Ordinance, specifically for use as three or more single-family housing spaces to be occupied for dwelling purposes. The proposed location of the subject

property is on the south side of Grifton Hugo Rd., approximately 0.6 tenths of a mile east from the intersection with Gilbert School Rd. and is situated in Contentnea Neck Township. The property contains approximately 9.5 acres total. The subject property, which is located within the jurisdictional limits of Lenoir County, has a current zoning designation of Rural. The current use of the property is agriculture.

Mr. Wayland Humphrey, Lenoir County Planning Assistant, presented the staff report for Special Use Permit 12-002 to the Board. He stated the application is for the use of a Manufactured Home Park as listed in the Lenoir County Zoning Ordinance, specifically for use as three or more single-family housing spaces to be occupied for dwelling purposes. He stated the proposed location of the subject property is on the south side of Grifton Hugo Rd., approximately 0.6 tenths of a mile east from the intersection with Gilbert School Rd. and is situated in the Contentnea Neck Township. Mr. Humphrey stated the property contains approximately 9.5 acres total and is located within the unincorporated jurisdictional limits of Lenoir County. He stated according to the Official Zoning Map of Lenoir County, dated October 2, 2004, the entire property is zoned Rural. Mr. Humphrey stated the property is also located in an area designated as Agriculture and Rural Housing, as shown on the Lenoir County Future Land Use Map, dated July 1, 2004. He stated the Lenoir County Land Use Plan describes an "**Agriculture and Rural Housing Area**" as an area designated to encourage conservation of the planning area's agriculture operations and low density residential uses. Mr. Humphrey stated except for community water, the area is not expected to have public services during the planning period. He stated land in these areas contain some of the planning area's best agricultural soils. Mr. Humphrey stated the soils also have limitations for septic tanks and without community sewer, they are best suited for low intensity uses. He stated *Crossroad Centers* are also identified in this area and these centers, located at major intersections, will have convenience retail services and other generally accepted rural businesses.

Mr. Humphrey proceeded to give the Board background information. He stated the current use of the property in question is agriculture and is in proximity to residential development and other agriculture property. Mr. Humphrey stated it is located along a public state road with access to NC Hwy 11 North Commercial corridor. He stated the subject property is located approximately 2.5 miles from the crossroad center of Hugo to the west and approximately 2.6 miles from the Town of Grifton to the east.

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 (FLUP) regarding development within an Agriculture and Rural Housing Area. He stated the park development will be subject to the Manufactured Housing Park Ordinance of Lenoir County and a driveway permit will be obtained from NCDOT for access to the property.

Planning Board Chairman Mr. C. L. Braxton asked if anyone wished to speak to the Board regarding this issue. Members of the audience who wished to speak, along with the county staff approached and Chairman Braxton administered the Oath.

The applicant, Mr. Bevin Whaley, approached to address the Board. He presented his proposed lay out plan to the Board. He stated his intent was to come into the Manufactured Mobile Home Park with two main entrances off the highway which was not different than what was there now. He stated the square feet for each lot is approximately 15,000-sq. ft. to greater. Mr. Whaley stated there would be dumpster pads to the far right and mailbox facilities and parking to the far left. He stated his intention was to have 30 lots.

Board Member Mr. Russell Hill asked how he planned to accommodate water and sewer needs. Mr. Whaley stated there would be one coming off Grifton Hugo Rd and another one approximately center way of the park. He stated Lenoir County Environmental Health Department would test each individual lot for septic needs.

Board Member Mr. Morry Barbee asked if the roads would be paved and Mr. Whaley advised him that they would be gravel.

He asked Mr. Whaley if he was planning to put his own homes in the park or was he only renting the spaces. Mr. Whaley advised him he would rent the lots to homeowners.

Chairman C.L. Braxton asked Mr. Whaley if he had other rental property in the area. Mr. Whaley stated they did have property on Herman Moore Rd. He also stated he had rental properties in Pitt County that he had sold within the last two years.

Board Member Ms. Donna H. Hardy asked if this was multi-unit rental property and Mr. Whaley told her no. He stated he had had commercial and residential property but nothing like this before. Mr. Barbee asked if there would be a park manager on site at the property and Mr. Whaley stated he could provide that if it was necessary.

Mr. Whaley stated they would provide a park manager on site to take care of the needs but he did not know that was mandatory according to the information he obtained from Mr. Humphrey. He stated he would not have a problem providing this service if need be. Mr. Humphrey advised him that it was not a requirement but many of the Manufactured Home Parks did have a park manager. Mr. Whaley stated that would be no problem for him to provide this service.

Mr. Morry Barbee asked if there would be some type of buffer on the property line. Mr. Whaley stated there was already a tree line on the far left of the property. He stated there was a ditch line on the very back of the property. Mr. Whaley stated he would have no problem erecting a fence on the 267 and the 700-ft. line.

Chairman Braxton asked if there had been any preliminary work done through Lenoir County Environmental Health. Mr. Whaley stated he had some done but all of the lots were not suitable for septic systems. He stated he had planned to make the necessary corrections after this SUP had been approved.

Chairman Braxton asked which lots did not perk. Mr. Whaley stated lots 20, 21, 26, 27 and 28 were questionable.

Board Member Ms. Donna H. Hardy asked if street lighting would be provided and Mr. Whaley stated he was not aware that was required. Mr. Humphrey stated it was not a requirement but the Board had the authority to put conditions on the SUP. Ms. Hardy asked Mr. Whaley what his plans were to maintain the roadways. Mr. Whaley advised her he would follow state guidelines.

Board Member Mr. Barry Seay asked Mr. Whaley if he found that the above mentioned lots did not perk would he consider relocating the dumpster pads to those lots and Mr. Whaley stated that he would.

Mr. Richard William Riley approached to address the Board. He stated he was concerned about the value of his property decreasing and he asked Mr. Whaley if he had a mobile home park near his house. Mr. Whaley advised him that he did have one within one mile of his home. Mr. Riley stated he was also concerned about the crime rate that this would generate. Mr. Riley stated his property is at 4137 Grifton Hugo Rd.

Mr. Ray Sarah approached to address the Board. He stated his property was at 4135 Grifton Hugo Rd. He stated his biggest concern was who would benefit from this project. He stated Lenoir County and the developer were the ones who would benefit. Mr. Sarah stated he had four children and had considered relocating if this was approved.

Ms. Ernestine Croom approached to address the Board. She stated the manufactured park would be located beside and behind her property. She stated if it was approved she wanted a nice fence erected so she would not have to view it. Ms. Croom stated she was concerned about the decreased tax value and the crime rate.

Mr. Earl Hardy approached to address the Board. He stated he had talked to Mr. Whaley and his father in the past and was under the impression that they each were going to build a house in this area. Mr. Hardy stated the neighbors were excited about new families coming to the area but did not want this "trash" put there.

Mr. Robert Moore approached to address the Board. He stated he too thought there would be two nice family homes built here and did not want this approved. Mr. Moore stated he was concerned about the crime rate. Board Member Mr. Barry Seay asked him what he planned to do with his farmland and he said he intended to farm it. Chairman Braxton asked Mr. Moore where he lived and he stated Skeeter Pond Rd.

Ms. Frances Humphrey Tilghman approached to address the Board. She stated she was here to represent her mother who was in declining health. She stated her mother did not want this approved and especially did not want the dumpsters behind her house. Ms. Tilghman stated she felt that 30 lots were too many to put in this area. She stated that Fox Trail MHP, where she lives, had strict guidelines and Mr. Bobby Rouse adhered to them.

Mr. Whaley stated he had talked to someone with the city that owns a mobile home park and he was planning to mimic the contract they use to steer clear of less than desirable tenants.

Mr. Craig Edwards approached to address the Board. Mr. Edwards stated he had two rentals on his property. He stated he thought 30 mobile homes were too high for 10 acres of land. He stated listening to Mr. Whaley it seemed he was only going to do the bare minimum.

Mr. Steven Shackelford approached to address the Board. He stated he lived at 3817 Grifton Hugo Rd and was the grandson of Mr. Jesse Moore. Mr. Shackelford stated his grandparents worked and bought this land for their family. He stated he had three children and did not want this approved and expressed his concern about possible increased crime rate.

Ms. Kristen Smith approached to address the Board. She stated she lived at 3899 Grifton Hugo Rd. Ms. Smith stated she was there to represent Mr. Brad Grant. Ms. Smith stated she and Mr. Grant have a three-year-old and are also against this SUP application.

Ms. Ann Rouse approached to address the Board. She stated she did not receive a letter in the mail regarding this SUP. She stated her parents worked hard for their land and expressed several concerns about having a manufactured mobile home park on this property. Ms. Eleanor Rouse expressed her concern over farm equipment being vandalized on another property and was concerned about this happening here also.

Board member Mr. Russell Hill asked Mr. Whaley if his intention was to keep or to sell this manufactured Mobile Home Park and Mr. Whaley stated he was going to keep it.

Board member Mr. Morry Barbee asked Mr. Whaley what the rental rate would be if approved and Mr. Whaley advised him from \$150.00 to \$175.00.

Chairman C.L. Braxton expressed his concern about the density. Mr. Wayland Humphrey stated the number of homes on the property could be indicated as a condition regarding the approval of the SUP. He asked the Board if they would like to discuss adding conditions.

With no questions or comments Chairman C.L. Braxton asked the members of the Board if they were ready to make a decision on SUP-12-002. Board member Ms. Donna H. Hardy made a motion to deny SUP-12-002. Mr. Morry Barbee seconded the motion. The Board voted unanimously to deny SUP-12-002. Chairman C.L. Braxton stated the motion was carried.

The Planning Board made the following FINDINGS OF FACT and draws the following conclusion:

1. The use requested is among those listed as an eligible Special Use Permit in the district in which subject property is located. **The Table of Permitted Uses in the Lenoir County Zoning Ordinance states that the use requested by the applicant, in a "Rural" zoned area, requires a Special Use Permit.**
2. The requested Special Use Permit is not essential or desirable for the public convenience or welfare. **The Board found that the requested Special Use Permit will NOT be essential and/or desirable for the public convenience or welfare.**
3. The requested Special Use Permit will impair the integrity or character of the surrounding or adjoining districts, and will be detrimental to the health, morals, or welfare of the community. **The Board stated that the Special Use Permit WILL impair the integrity or character of the surrounding and/or adjoining districts, it WILL be detrimental to the health, morals, or welfare of the community.**
4. The requested use permit will be in conformity with all the officially adopted land development plans. **The Board stated that the application will be in conformity with the Future Land Use Plan of Lenoir County, as it is located within an area designated "Agriculture & Rural Housing."**
5. Adequate utilities, access roads, drainage, sanitation and/or other necessary facilities have been or are being provided. **The Board found that there are adequate utilities, access, and other necessary facilities provided to this proposed development.**

Therefore on the basis of the foregoing, it is ordered that the application for Special Use Permit 12-002 is **denied**.

4. **Updates/Discussion:** Mr. Wayland Humphrey asked Mr. Barry Seay if he attended the Transportation Meeting and Mr. Seay stated he did not attend the Pink Hill Transportation Meeting but he did attend the meeting at the City of Kinston Public Complex. He advised the board that it had gone from 32 purposed routes to 64. Mr. Seay advised the land would not be purchased until the year 2020. There was a brief discussion among the board members.  
Mr. Humphrey stated the Lenoir County Commissioners had not made a decision on the VAD Ordinance that was discussed at the last meeting. Chairman Braxton stated he did not see any benefits to the VAD Ordinance and Mr. Humphrey stated any of the Board could contact Ms. Tammy Kelly at the Cooperative Extension Office for more information.

Ms. Donna H. Hardy and Mr. Barry Seay stated they did see some benefits from the VAD. The Board Members discussed this issue briefly.

Board Member Barry Seay stated he was concerned about a salvage yard located on Poole Rd. Kinston, N.C. belonging to Mr. Ernest Brown . He also expressed concern about a mobile home in the area that appears to be used for storage and not tied down. Mr. Humphrey stated this area was in the GTP and he was unsure if the Lenoir County Ordinance covered this area but he would investigate these matters.

### **Adjournment**

There being no further business to discuss before the Lenoir County Planning Board member Mr. Russell Hill made a motion of adjournment and Board Member Mr. Barry Seay seconded the motion and the Board voted unanimously to adjourn at 7: 30 P.M. It was announced that the next scheduled meeting date is Thursday, **June 21, 2012 6:00 P.M.**

**MINUTES**  
**LENOIR COUNTY BOARD OF COMMISSIONERS**  
**July 16, 2012**

The Lenoir County Board of Commissioners met in open session at 4:00 p.m. on Monday, July 16, 2012 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, Clevette Roberts, Interim Clerk to the Board, and members of the general public and news media.

Chairman Graham called the meeting to order at approximately 4:03 p.m. Ms. Brown offered the invocation and Mr. Graham led the audience in the pledge of allegiance.

**PUBLIC INFORMATION**

None Scheduled

**ITEMS FROM THE CHAIRMAN/COMMISSIONERS**

Chairman Graham addressed the quarter cent sales tax referendum with the Board and the viewing public. Mr. Graham stated the Board was in the process of assembling a Blue Ribbon Ad Hoc Committee to decide how to handle the sales tax increase. Mr. Graham stated after consulting with several people throughout the County another approach has been reached on how to handle the sales tax referendum. Mr. Graham changed his request from having a committee to gain support of the sales tax referendum to having the Board act as a committee of one or a committee of two, to inform the citizens about the sales tax referendum. Mr. Graham stated the entire Board has to be on board with presenting this referendum to the public. If the Board is not in agreement with the referendum then there is no need to place the referendum on the ballot for a vote in November. Mr. Graham recommended the Board return to the August 6<sup>th</sup> meeting prepared to vote on moving forward. Mr. Graham stated educational fact sheets will be provided to inform the public on the need for the sales tax referendum and how it will benefit all Lenoir County citizens. Mr. Graham suggested each Board member work in their districts to educate the general public.

Mr. Graham stated the Board cannot continue to spend or balance the budget on County savings. Mr. Jarman stated the Board is welcome to visit with County Administration to discuss the quarter cent sales tax as well as the budget and fact sheets to educate the general public. Mr.

Jarman stated in the past money was given to the citizens, by reducing the tax rate due to the recession, therefore the County was not able to save any additional monies for the school bond. Mr. Jarman stated the Board may be best suited to decide whether or not to put the sales tax referendum on the ballot. Mr. Pharo stated his constituents who own property, suggested a property tax decrease if we have a sales tax increase. Ms. Brown stated the Board has given back money to property owners in the past which resulted in a higher tax rate being implemented the next fiscal year. Ms. Sutton agreed with Mr. Graham regarding the voting process which allows the citizens the opportunity to vote as well as receive the facts about the sales tax referendum. Ms. Sutton also stated there should be an informational sales tax referendum form available in each district. Mr. Daughety stated it is our job to present the sales tax issue to the people and properly inform them however, the Board has to listen to the citizens' suggestions of allocating the future funds. Mr. Daughety suggested the County assemble an 8-10 topic fact sheet to inform the public. Mr. Rouse agreed with Mr. Pharo's statement in regards to property owners on whether the property taxes will increase once the sales tax increases.

Mr. Jarman stated in 2007 the Local Government Commission indicated the 5 cents property tax increase would cover \$50 million worth of bonds; a \$69.7 million bond referendum was passed. An additional 4.5 cents was needed to cover the bond obligation. A decision was made by the County to go from an 84 to an 80 cent property tax rate, which allowed the County to give back 4.0 cents to the citizens. Mr. Jarman stated the 5 year financial forecast projects using \$5.1 million worth of Fund Balance (savings) in the next fiscal year. Mr. Jarman stated to prevent using that amount of savings requires more money than \$1.2 million that would come from the quarter cent sales tax. Mr. Jarman stated if the referendum is passed in November, the County would receive revenue from the sales tax for only one quarter of this fiscal year. Mr. Davis stated without the quarter cent sales tax, the projection would be for property tax to increase over the next two or three years. Mr. Graham stated during the next meeting the Board would discuss the sales tax option further. Mr. Jarman stated the County has to meet the August 13, 2012 deadline to get it placed on the ballot. Mr. Jarman stated County funds cannot be used in any way to advocate for the quarter cent sales tax it can only be used to educate the public.

Mr. Graham recognized Chris Raynor with the USDA. Mr. Raynor stated the USDA appreciates the opportunity to work with Lenoir County. They are currently in the process of working to eliminate the amount of pigeons in the City and the beavers in Lenoir County. At the present time Chris Raynor covers Lenoir, Greene and Jones Counties.

Mr. Rouse stated due to the current increase in gas prices, he would like to see the County allow citizens to ride golf-carts on the street. Mr. Rouse suggested the County send a letter to the State Legislature requesting approval of golf-carts being driven on the street, with stipulations such as; the citizen has to be 16 years old or above with insurance, utilizing a guideline similar to Myrtle Beach or Emerald Isle's stipulations for golf-carts driven in the streets. Mr. Rouse stated it would be a relief to alleviate some of the burden caused by higher gas prices. The stipulations would also include golf-carts could not be driven on the highways, or roads exceeding 45mph or more. Mr. Graham suggested a committee could be formed to look at this issue. Mr. Jarman suggested that a representative from the Sheriff's office or the highway patrol be on the committee.

**ITEMS FROM THE COUNTY MANAGER**

Item No. 2 was Items from the County Manager. Mr. Jarman introduced the new Clerk to the Board, Clevette Roberts. Mr. Jarman informed the Board of Designation of Voting Delegates: NCACC Annual Conference. Mr. Jarman stated on June 21, 2012, a letter was received from Kinston-Lenoir County Public Library requesting additional funding, due to the reduction of funding from Jones County. Mr. Jarman gave an update on the construction of the new jail, stating the expected completion will be September 2012; however, the confirmation of dates are determined by the Department of Correction after the initial jail inspection and testing is completed. Mr. Jarman stated this past fiscal year the cost of housing inmates in other counties was over \$400,000. This does not include personnel or transportation cost. Mr. Graham inquired about the jail’s dietary services and whether there would be a chaplain to provide religious services. Mr. Jarman replied dietary services are in place and a chaplain is currently provided to all inmates through the Sheriff’s Office.

**CONSENT AGENDA: 10Min.**

**ACTION**

- 3. Approval of Minutes: Regular Board Meeting: June 18, 2012 Martin/Jarman

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

**BUDGET ORDINANCES/RESOLUTIONS**

Item No. 4 was a Budget Ordinance Amendment: General Fund: Board of Elections: \$6,661 Increase. Ms. Martha Martin, Finance Officer addressed the Board. Ms. Martin stated amendment appropriates funds from the 2012 HAVA Grant received on June 29, 2012. The Board of Elections received a check in the amount of \$6,660.15 and the reimbursement of fund was paid for the layout and coding of the ballots for the May 2012 Primary. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No.4 was unanimously approved.

Item No 5 was a Budget Ordinance Amendment: Automation Preservation Fund: Finance/Register of Deeds: \$110,000: Increase. Ms. Martin stated the amendment appropriate the Fund Balance from the Automation Preservation Fund Balance to cover the cost of scanning all back files dated January 1, 1976 through October 17, 2005 and redacting of Social Security numbers from all real estate images that will appear on the internet from January 1, 1976 through May 12, 2012. Upon a motion by Mr. Daughety and a second by Mr. Davis, Item No. 5 was unanimously approved.

Item No. 6 was a Budget Ordinance Amendment: General Fund: Finance/Process: \$13,478: Increase. Ms. Martin stated the amendment appropriates funds received from State of NC Dept. of Crime Control & Public Safety on June 18, 2012 in the amount of \$13,748.00. The funds will be used to offset the cost of training, purchase EOC supplies and upgrades to technology. Upon a motion by Mr. Daughety and a second by Ms. Brown, Item No. 6 was unanimously approved.

Item No. 7 was a Budget Ordinance Amendment: General Fund: Finance/Hurricane Irene Insurance Reimbursement: \$30,100: Increase. Ms. Martin stated the amendment appropriates additional funding to repay the City of Kinston for repairs made to the Pink Hill gym and the ball-field lights at Southwood, Banks, Moss Hill and LaGrange due to damages caused by Hurricane Irene. These expenditures are ineligible for reimbursement from FEMA or our insurance carrier. Upon a motion by Ms. Sutton and a second by Mr. Daughety, Item No. 7 was unanimously approved.

Item No. 8 was a Resolution Approving/Authorizing Execution of FY 12-13 Insurance Policies with WA Moore Company, Inc., and Discovery Insurance Co.: \$515,738. Mr. Tommy Hollowell, Assistant County Manager introduced Mr. Marty Beam of WA Moore to discuss County Insurance costs. Mr. Hollowell stated the current fiscal year will be the eleventh in which the County contracted all of the insurance policies to local agents. In the past, part of the insurance coverage was taken through local agents and part was through the NCACC/NC Risk Management Pool. In past years, the Pool became increasingly more expensive than the local insurance options, so County Administration recommends continuing with the local companies. Mr. Hollowell stated for FY12-13 the County increased coverage on buildings by 3.0%, increased the number of Transit buses, and once again contracted with Discovery Insurance to handle compliance with mandated Medicare Secondary Payer reporting requirements. Mr. Beam stated J. T. Sutton Insurance Agency merged with WA Moore Company, Inc. on May 1, 2007; therefore, coverage previously provided by J. T. Sutton on auto, property, crime, general liability, and professional liability is now provided by WA Moore Company, Inc. Administration is recommending continuation of insurance coverage on County properties with WA Moore Company, Inc. for FY12-13. Mr. Beam stated there are three major insurance components which are auto, property and crime claims. Mr. Daughety inquired if the auto, property, crime, general and professional liability are all linked into one rate. Mr. Daughety stated there has been about a \$95,000 increase from last year, and inquired if the rates were higher due to the increase of property insurance. Mr. Beam stated the auto insurance rate increase is due to an increase in the number of units and our claim history; however the rest of the increase has been in property insurance. Mr. Beam stated that they are reviewing property insurance rates to decide which rates would accommodate the needs of the County. Upon a motion by Mr. Rouse and a second by Ms. Sutton, Item No. 8 was unanimously approved.

Item No. 9 was a Resolution Authorizing Acceptance of Child Passenger Safety Program Funds in the Amount of \$1,000. Ms. Martin stated Lenoir County Cooperative Extension has been declared a Permanent Checking Station Site for Child Safety Seats. In order to conduct car seat checks certain equipment is required. The grant dollars will be utilized to purchase signs, stands, cones, portable scales and storage for the check site and special check station event notices. Lenoir County Cooperative Extension has been designated as the only permanent check in station in Lenoir County with a regularly established schedule. During the month of June alone there were 32 child seats checked, 18 of which had to be replaced as a result of unsafe practice. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 9 was unanimously approved.

Item No. 10 was a Resolution Authorizing "Emergency" Purchase of a Hoshizaki Ice Machine for the Cooperative Extension Building: \$3,565. Ms. Martin stated the Cooperative Extension Building utilizes an ice machine for various meetings, workshops and educational events. Cooperative Extension also provides ice for meetings and events held at the facility by other organizations and county groups. The previous ice machine purchased in January 2008, is

out of date for warranty repairs and is no longer functioning. Cost for repair was estimated at \$2,500, thus making a new purchase more cost effective than repair. The Lenoir County Cooperative Extension building is used for staff programming efforts for the citizens of Lenoir County. It is also available for use by other departments for meetings and programs. Currently the building is reserved or in use approximately 75% of the time. Mr. Rouse stated some bidders may be interested in buying the ice machine. Mr. Jarman stated he will follow-up with Tammy Kelly to make sure the County is capitalizing on any value of the old machine. Upon a motion by Mr. Daughety and a second by Ms. Brown, Item No. 10 was unanimously approved..

Item No. 11 was a Resolution Authorizing FY 12-13 Service Contracts and Purchase Orders for Department of Social Services: \$53,192.80. Ms. Susan Moore, Director of Social Services requested authorization for copier lease and fees with Daughety's Office Supplies in the amount of \$45,168.18, Anza Mailing System in the amount of \$2,800, and M & T Bank in the amount of \$5,224 for a total authorization purchase of \$53,192.80. Mr. Rouse inquired about Daughety's contract with the County, if the contract with Daughety's Office Supplies could be consolidated. Mr. Jarman stated in 45 months the contract will expire, the contract will be revised and the consolidation will take place at that time. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 11 was unanimously approved.

Item No. 12 was a Resolution of Endorsement of the FY 2012-2013 Lenoir County Home and Community Care Block Grant Funding Plan. Ms. Moore stated the Home and Community Care Block Grant, effective July 1, 1992, is comprised of funding for in-home and community based services currently available through the Division of Aging as well as a portion of funding targeted for in-home and community based services previously administered by the North Carolina Division of Social Services. Older Americans Act funds constitute approximately 45% of Home and Community Care Block Grant funding and are intended to develop and enhance comprehensive and coordinated community based systems of services, opportunities and protections for older adults. Future funds appropriated by the General Assembly for this purpose will also be included in the Home and Community Care Block Grant. Area Agencies on Aging will fund county programs on aging through grant agreements with Boards of County Commissioners and community service providers. Upon a motion by Ms. Brown and a second by Mr. Daughety, Item No. 12 was unanimously approved.

Item No.13A was a Resolution Approving the Lenoir County Health Department to Increase the 2012-2013 Budget with State Mosquito Control Funds: \$2,795. Mr. Joey Huff, Health Director, stated mosquitoes are vectors that transmit disease-causing micro-organisms from an infected person or animal to another. North Carolina residents and visitors are at higher risk due to Hurricane Irene and other rain events which create ideal breeding conditions for mosquitoes. Local mosquito control activities are carried out by public health agencies, municipalities, county governments and non-profit organizations. This grant is to reimburse City of Kinston for expenses for hours worked and expenses spent to control mosquito problems within the city. Upon a motion by Ms. Brown and a second by Mr. Daughety, Item No. 13A was unanimously approved.

Item No. 13B was a Budget Ordinance Amendment: General Fund: Health (Environmental Health Program/Mosquito Control) Budget Increase: \$2,795. Upon a motion by Ms. Brown and a second by Mr. Daughety, Item No. 13B was unanimously approved.

Item No. 14A was a Resolution Authorizing Lenoir County Health Department to Establish a Part Time Temporary Employee Position with no Benefits to Serve as WIC Breastfeeding Peer Counselor (BFPC) Program Funding Allocation: \$15,045. Mr. Huff stated the funds may be used only for costs associated with the implementation, expansion and maintenance of breastfeeding peer counselor programs. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 14A was unanimously approved.

Item No. 14B was a Budget Ordinance Amendment: General Fund: Health (WIC Program State) Increase: \$15,045. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 14B was unanimously approved.

Item No. 15 was a Budget Ordinance Amendment: General Fund: Health (WIC Program State) Increase: \$15,480. Mr. Huff stated WIC Budget funding had been restored. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 15 was unanimously approved.

Item No. 16 was a Budget Ordinance Amendment: General Fund: Health: (Care Coordination for Children): Increase: \$17,388. Mr. Huff stated the State budget had increased the monies distributed to areas of need for Child Coordination for Children. Upon a motion by Ms. Brown and a second by Mr. Daughety, Item No. 16 was unanimously approved.

Item No. 17 was a Budget Ordinance Amendment: General Fund: Health: (Pregnancy Care Management (PCM)): Increase: \$30,295. Mr. Huff stated the State budget had increased the monies distributed to areas of need for Pregnancy Care Management. Upon a motion by Mr. Davis and a second by Ms. Brown, Item No. 17 was unanimously approved.

Item No. 18 was a Resolution Approving Purchase of Replacement Van: 20' Light Transit Van: \$45,746. Mr. Joey Bryan, Director of Transit stated on March 23, 2012, Lenoir County Transit LTV, VIN#: 1FDEE3FL8ADA78834 was involved in an accident. The adjuster for the insurance company determined the vehicle was totaled, and the insurance company issued a check to Lenoir County in the amount of \$ 46,919.59. The replacement van will be purchased with these insurance proceeds. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 18 was unanimously approved.

Item No. 19 was a Resolution Approving the Purchase of a Lift Equipped Van with FY 10-11 NCDOT CTP Funds in the Amount of \$41,150 and Authorize a Reduction in NCDOT Project: #11-CT-034: \$23,350. Mr. Bryan stated on June 3, 2010, the Board of Transportation approved Lenoir County's request for a 5311 grant. A portion of that grant was to be used to replace a twenty five (25) foot LTV that had met its useful life at a cost of \$66,500. However, the 10% match, the maintenance, fuel and labor (would require a CDL driver) of the larger van would be cost prohibitive. The change to a smaller van requires a reduction of the original Project #11-CT-034 agreement. The State will reimburse the County at a rate of 90% (\$37,035) with the 10% match (\$4,115) coming from locally generated funds. Upon a motion by Ms. Brown and a second by Mr. Daughety, Item No. 19 was unanimously approved.

Item No. 20 was a Resolution Approving the Purchase of Two (2) 22' Light Transit Vehicles with FY 10-11 NCDOT CTP Funds: \$123,000. Mr. Bryan stated on June 3, 2010, the Board of Transportation approved Lenoir County's request for a 5311 grant. A portion of that grant was to be used to replace two LTV's that had met their useful life. Since the grant was

approved, North Carolina counties have been waiting for the NCDOT/PTD forms required to order the new vehicles. The State will reimburse the County at a rate of 90% (110,700) with the remaining 10% (\$12,300) being paid from locally generated funds. Upon a motion by Ms. Brown and a second by Mr. Daughety, Item No. 20 was unanimously approved.

Item No. 21 was a Budget Ordinance Amendment: Transportation Fund: Administration: \$209,896: Increase. Mr. Bryan stated the amendment appropriates funds for the purchase of four new vans. Three of the vans being purchased with NCDOT funds in the amount of \$164,150, of which 90% equaling \$147,735 of the cost will be reimbursed. The 10% required match in the amount of \$16,415 will come from revenues generated by Department of Social Services trips. The remaining \$45,756 will come from the Transit Department Fund balance, where insurance proceeds were received and booked in FY 2011-12. Upon a motion by Mr. Daughety and a second by Ms. Sutton, Item No. 21 was unanimously approved.

Item No. 22 was a Resolution Accepting and Endorsing the Solid Waste Management Plan of 2012 for Lenoir County. Mr. Tom Miller, Director of Solid Waste Department, stated that it is a priority of this community to protect human health and the environment through safe and effective management of municipal waste. The reduction of the amount and toxicity of the local waste stream is a goal of this community. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 22 was unanimously approved.

Item No. 23 was a Resolution Approving Proceeding with the Re-roofing of the Kinston-Lenoir County Public Library: Greenville Contractors: \$145,995. Mr. Hollowell stated due to an aging and deteriorating roof of approximately 21,500 S.F. on the Kinston-Lenoir County Public Library, located at 501 N. Queen Street, roof replacement is strongly recommended to avoid further and future water damage to the interior of the building. The Library has experienced numerous problems with the existing roof since its installation in 1996 and has spent a substantial amount of their own funds in an effort to patch and repair leaks. The Kinston-Lenoir County Public Library Building is jointly owned by the City of Kinston and Lenoir County. The City of Kinston and County Administration have agreed to split evenly the cost of engineering, design and project management services for this project. Roof replacement encompasses not only the proper removal of the old roofing materials and the installation of a new roofing system, but also engineering, administration, and project management, including on-site inspections. RTD Associates of Monroe, NC, was chosen to perform these services. The existing asphalt shingle roof will be replaced with a metal roofing system, as per the specifications prepared by RTD Associates. On June 21, 2012 sealed bids were opened and Greenville Contractors provided the lowest cost for the roof replacement. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 23 was unanimously approved.

Item No. 24 was a Resolution Approve Acceptance of E-911 Consolidation Grant and Authorize the Emergency Services Director to Proceed with Consolidation of the E-911 Communication Centers in Jones and Lenoir Counties and Upgrade the Radio System for the Consolidation Project. Ms. Sherry Bush, Consultant with L.R. Kimball & Associates addressed the Board stating their firm and the merging counties are looking forward to working to ensure the project runs smoothly. Ms. Bush stated over the past year, officials from Jones and Lenoir have discussed the feasibility of merging the Jones County E-911 center with the Lenoir County E-911 center. The merger would also involve an upgrade of both counties' radio systems, renovations of the primary PSAP Center in Lenoir County, and construction of a redundant

center in Jones County. Both counties agreed that any consolidation efforts were contingent upon the availability of grant funding from the State E-911 Fund and other grant sources. Ms. Bush stated this is the largest grant that has been received for equipment and merging county facilities. Mr. Graham inquired if the monies are not allocated for the remainder of the consolidation project, would the County be responsible for the funds not allocated. Mr. Dail stated the County would not be responsible for acquiring the funding needed. Mr. Daughety inquired if the \$7.4 million does not cover the total cost will there be grant funding to cover additional costs, or will the board be responsible. Mr. Griffin, County Attorney questioned if the Board would be responsible for the remaining funds needed to consolidate the grant which total \$12.5 million. Mr. Dail stated grants will cover any additional costs needed for the consolidation project. Mr. Jarman inquired if the 7.4 million will be enough to complete the consolidation project and Mr. Dail replied the \$7.4 million approved will cover the consolidation project. Upon a motion by Mr. Daughety and a second by Ms. Brown, Item No. 24 was unanimously approved.

**APPOINTMENTS**

Item No. 25 was a Resolution Approving Citizens to Boards, Commissions, Etc. Upon a motion by Mr. Pharo and a second by Mr. Daughety Item No. 25 was unanimously approved.

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
Kinston-Lenoir County Tourism Development Authority  1 <sup>st</sup> Appearance	Stephen Hill	June 2016

Mr. Graham adjourned the meeting at 5:37pm.

Respectfully submitted,

Reviewed By

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Clevette F. Roberts  
Interim Clerk to the Board

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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**

Year	Name	Account	Amount	Reason
2011	Medina, Eduardo	66052	\$108.23	Corrected Listing
2006	Tyson, Calvin	4131	160.81	Corrected Listing
2007	Tyson, Calvin	4131	187.61	Corrected Listing
2008	Tyson, Calvin	4131	171.21	Corrected Listing
2009	Tyson, Calvin	4131	134.09	Corrected Listing
2010	Tyson, Calvin	4131	145.93	Corrected Listing
2011	Tyson, Calvin	4131	132.72	Corrected Listing
2011	Taylor, Susan	20052	358.03	Adjusted Value
2011	Amos, Nigel	31051	305.89	Adjusted Value
2009	Lawson, Beatrice	17836	287.25	Adjusted Value
2010	Lawson, Beatrice	17836	266.34	Adjusted Value
2011	Lawson, Beatrice	17836	245.43	Adjusted Value
2009	Gordon, Vernon	9936	396.42	Corrected Listing
2010	Gordon, Vernon	9936	367.82	Corrected Listing
2011	Gordon, Vernon	9936	328.96	Corrected Listing
2009	First Choice Food Service	62213	4313.81	Adjusted Value
2009	First Choice Food Service	62113	3552.55	Adjusted Value
2008	Grady, Sandra	56415	273.96	Corrected Listing
2009	Grady, Sandra	56415	230.88	Corrected Listing
2010	Grady, Sandra	56415	235.97	Corrected Listing
2011	Grady, Sandra	56415	212.13	Corrected Listing
2010	Thigpen, George	29576	102.22	Corrected Listing
2005	Banda Inc.	61042	717.01	Out of Business
2006	Banda Inc.	61042	633.78	Out of Business
2006	Banda Inc.	61042	575.86	Out of Business
2007	Banda Inc.	61042	514.69	Out of Business
2008	Banda Inc.	61042	423.10	Out of Business
2009	Banda Inc.	61042	303.89	Out of Business
2010	Banda Inc.	61042	185.41	Out of Business
2011	Banda Inc.	61042	171.01	Out of Business

**Refunds**

Year	Name	Account	Amount	Reason
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MANAGER'S RECOMMENDATION: : Approval of releases as set out above.

\_\_\_\_\_  
Initials

**AMENDMENTS:**

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

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

YEA VOTES: Graham \_\_\_\_ Davis \_\_\_\_ Brown \_\_\_\_ Daughety \_\_\_\_  
Pharo \_\_\_\_ Rouse \_\_\_\_ Sutton \_\_\_\_

\_\_\_\_\_  
George W. Graham Jr., Chairman      8/6/12  
Date

\_\_\_\_\_  
ATTEST      8/6/12  
Date

BUDGET ORDINANCE AMENDMENT:  
 GENERAL FUND:  
 HEALTH: (Adult Health -Health Prom)  
 Budget Increase  
 \$700.00

Item No. 5



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

FY 2012-2013  
Appropriations

Distribution - Finance Office:

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

FUND	DEPARTMENT	LINE ITEM DESCRIPTION	
GENERAL	HEALTH	VARIOUS	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>	
Account # and Title	Amount	Account # and Title	Amount
<u>Increase</u>		<u>Increase</u>	
10-3510-3300 Health Prom	700.00	10-5150-1210 Salaries & Wages	700.00
Total	700.00	Total	700.00

**Reason and Justification for Request:**  
 Additional State Funding for Health Promotions for Healthy Communities.

Department Head Approval	Date	Finance Officer Approval	Date
<i>[Signature]</i>	7/12/12	<i>Martha H. Martin</i>	7/12/12
Budget Officer Approval	Date		
<i>[Signature]</i>	7/17/12		
Board Approval ( When Applicable)	Date	Date of Minutes	

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: NON-DEPARTMENTAL: \$711.: INCREASE



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

FY 2012 - 2013  
 Appropriations

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

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
GENERAL	NON-DEPARTMENTAL	VARIOUS
<b>Check One Box</b> New Appropriation: <input type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>
Account # and Title	Amount	Account # and Title
<u>INCREASE</u>		<u>INCREASE</u>
10-3212-1100 2012 TAX LEVY	711.00	10-4200-1913 PROF SVCS-BUS PER PROP AUDIT 711.00
Total	711.00	Total 711.00

**Reason and Justification for Request:**

To appropriate additional property tax revenue received by the County as a result of a business personal property tax audit being conducted by County Tax Services, Inc. The County contracted with County Tax Services, Inc. in May of 2010 to conduct the audit. County Tax Services, Inc. receives a 30% commission on all business personal property discoveries found as a result of the audit. The County pays this commission only after the taxpayer pays the discovery tax bill. The Board approved the contract with County Tax Services, Inc. on May 17, 2010, Item #8.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Marcia H. Martin</i>	7/30/2012	<i>Marcia H. Martin</i>	7/30/2012
Budget Officer Approval	Date		
<i>Michael A. Jordan</i>	7/31/12		
Board Approval (When Applicable)	Date	Date of Minutes	

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: FINANCE/SHERIFF'S DEPARTMENT: \$1,471. INCREASE



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

FY **PRIOR YEAR 2011 - 2012**

Appropriations

Budget Amendment # \_\_\_\_\_

Date Approved \_\_\_\_\_

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL FUND		FINANCE/SHERIFF DEPARTMENT		10-3328-3126 Grant - ICE 10-4310-1212 Overtime	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title	Amount	Account # and Title	Amount		
<b>INCREASE</b>		<b>INCREASE</b>			
10-3328-3126 Grant - ICE	1,471.00	10-4310-1212 Overtime	1,471.00		
Total	1,471.00	Total	1,471.00		

**Reason and Justification for Request:**  
 TO BUDGET FUNDS FROM ICE (IMMIGRATIONS AND CUSTOMS ENFORCEMENT) GRANT. THIS IS A FEDERAL PROGRAM THAT TARGETS ORGANIZED CRIME AND NARCOTICS. THESE FUNDS ARE ON A REIMBURSEMENT BASIS.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Marta H. Martin</i>	7/25/12	<i>Marta H. Martin</i>	7/25/12
Budget Officer Approval	Date		
<i>MW</i>	7/25/12		
Board Approval ( When Applicable)	Date	Date of Minutes	

Item No. 8

BUDGET ORDINANCE AMENDMENT: GENERAL FUND:PROCESS FUNDS: \$1,796.10 INCREASE



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

FY 2012 - 2013

Appropriations

Budget Amendment # \_\_\_\_\_

Date Approved \_\_\_\_\_

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL FUND		PROCESS FUNDS		VARIOUS	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title	Amount	Account # and Title	Amount		
<u>INCREASE</u>		<u>INCREASE</u>			
10-3991-9910 FUND BALANCE APPROPRIATED	1,796.10	10-4201-6031 PESTICIDE TRUST GRANT	14.09		
		10-4201-6033 PESTICIDE TRUST GRANT-06	1,782.01		
Total	1,796.10	Total	1,796.10		

**Reason and Justification for Request:**  
 TO ROLL FORWARD FROM FUND BALANCE, FUNDS RECEIVED IN PRIOR YEARS FOR THE PESTICIDE TRUST GRANTS 05 AND 06 THE COUNTY RECEIVED \$12,500 IN FY 05-06 FOR THE 05 PESTICIDE GRANT. OF THAT AMOUNT, \$211.43 REMAINED UNSPENT AT JUNE 30, 2007. THE COUNTY RECEIVED AN EXTRA AWARD OF \$2,000 IN FY 06-07 FOR THE PESTICIDE TRUST GRANT - 06. THEN IN FY 07-08, \$161.80 OF THE 05 GRANT WAS SPENT LEAVING A BALANCE TO ROLL FORWARD IN FY 08-09 OF \$49.63. NONE OF THE 2005 GRANT MONEY WAS SPENT IN FY 08-09, LEAVING ALL OF THE \$49.63 TO ROLL FORWARD IN FY 09-10. IN FY 07-08, \$212.72 OF THE 06 GRANT WAS SPENT, LEAVING A BALANCE TO ROLL FORWARD IN FY09-10 OF \$1,782.01. IN FY 09-10 \$35.54 OF THE 2005 GRANT WAS SPENT, LEAVING A TOTAL IN THAT GRANT OF \$14.09, AND \$1,782.01 IN THE 2006 GRANT. NO FUNDS WERE RECEIVED OR EXPENDED IN FY10-11 or FY 11-12, SO THE SAME AMOUNT OF FUNDS WILL ROLL FORWARD INTO FY 12-13.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	7/27/2012	<i>Martha H. Martin</i>	7/27/2012
Budget Officer Approval	Date		
<i>Michael W. Jarman</i>	7/30/12		
Board Approval ( When Applicable)	Date	Date of Minutes	

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 8/6/12 **ITEMNO.:** 9A

**RESOLUTION:** Approving 2011-2012 Tax Collectors Annual Settlement

**SUBJECT AREA:** Legal

**ACTION REQUESTED:** Approval of Tax Collector's 2011-2012 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 2011-2012 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 94.85% collection for the fiscal year 2011-2012.

**AMENDMENTS:**

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

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

YEA VOTES: Graham \_\_\_\_\_ Davis \_\_\_\_\_ Brown \_\_\_\_\_ Daughety \_\_\_\_\_  
Pharo \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W Graham, Jr., Chairman      Date

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



**COUNTY/TRIBAL PARTNER DECISION ON  
FISCAL YEAR 2012-2013 SPECIAL LEAVE AWARD  
BY THE STATE OF NORTH CAROLINA  
FOR NC COOPERATIVE EXTENSION EMPLOYEES  
AT NC STATE UNIVERSITY AND NC A&T STATE UNIVERSITY**

**Submitting County/ECBI:** \_\_\_\_\_

The State of North Carolina awarded a "special leave" provision to employees as part of the 2012-2013 State Budget. Specifically, 40 hours of leave is to be allocated for full-time, leave-earning employees (prorated for less than 1.0 FTE).

The full details of the provision can be provided to you by your County Extension Director, or on the Office of State Personnel website at:  
<http://www.osp.state.nc.us/hbr/benefits/leave.html>

In general, this Special Leave provision has the following characteristics:

1. It is awarded only to those leave-earning employees employed on July 1, 2012.
2. It must be used before any other non-sick-leave balance (may be used for absences due to illness, but is not required).
3. It is paid out only to employees who separate due to retirement; the special leave balance is "forfeited" for all other types of separations.
4. The entire balance must be utilized on or before June 30, 2013, or it is "forfeited."

Each County/ECBI that has NC Cooperative Extension employees must notify NCCE in writing of their decision to award their portion of the State's Special Leave award.

Please indicate your decision, and then return the form to your County Extension Director.

\_\_\_ We agree to award the proportional match of the "Special Leave" provision.

\_\_\_ We do not agree to award the proportional match of the "Special Leave" provision.

**Signature of County/Tribal Official:** \_\_\_\_\_

**Printed Name and  
Title of County/Tribal Official:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_

County Extension Directors must submit this form to Cheryl Howard via fax or email **no later than August 9, 2012**. Please retain copies as needed by the County/Tribal office.

## FY 2012-2013 Special Leave

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<b>Provisions</b>	The 2012 General Assembly awarded a one-time five days (40 hours) of special vacation leave on July 1, 2012 to eligible State employees to be used during the Fiscal Year 2012-2013. If the special leave is not used between July 1, 2012, and June 30, 2013, it shall expire.
<b>Eligibility</b>	Employees must meet all of the following criteria: <ul style="list-style-type: none"><li>• Full-time employee</li><li>• Employed (in pay status) with the State of North Carolina on July 1, 2012</li><li>• Eligible to earn vacation leave on July 1, 2012</li><li>• Have a permanent, probationary, trainee, or time-limited appointment type</li></ul> Note: Full-time employees who work less than 12 months (9, 10, or 11 month employees) shall receive a pro-rata amount of leave.
<b>Provisions for Part-Time Employee</b>	Permanent part-time employees (half-time or more) shall receive a pro-rata amount of the 5 days (40 hours).
<b>Employees on Leave Without Pay (LWOP)</b>	Employees on LWOP, other than workers' compensation and military leave for reserve active duty, shall be credited with the special leave upon their return to employment based on their type of appointment at the time of LWOP. The effective date of the return to work must occur between July 1, 2012 and June 30, 2013; otherwise, the leave is lost.  Employees on workers' compensation leave or military leave for reserve active duty shall be credited with the special leave as of July 1, 2012 and the leave will be available for use as allowed by policy during the FY 2012-2013.

## FY 2012-2013 Special Leave

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### **Scheduling and Use of Leave**

- Leave shall be taken only upon appropriate authorization
- Leave may be used for any purpose for which regular vacation leave is used except leave cannot be donated as Voluntary Shared Leave.
- Leave shall be used prior to earned compensatory time (holiday comp, overtime comp, gap-hours comp, on-call comp, and travel comp), regular vacation leave, and bonus leave.
- Leave may be used in lieu of sick leave. The use of special leave in lieu of sick leave shall be decided upon initial request of leave. Retroactive leave adjustments will not be allowed after initial implementation.
- Leave shall be charged in units of time consistent with regular vacation leave.
- Leave shall be offset in accordance with the leave offsetting rules.
- Leave cannot be used to resolve negative leave balance liabilities that were the result of leave that occurred prior to July 1, 2012.

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### **Accounting for Special Leave**

- Leave shall be accounted for separately from all other accrued leave including regular vacation leave and bonus leave.
- Any balance of special leave on December 31, 2012, will be retained by the employee and transferred in to the next calendar year. It will not be considered as part of the 240 hours of vacation leave that can be retained.
- Special leave shall not be combined with vacation leave to determine the 240 hour maximum vacation leave payout upon separation.
- Special leave shall not be subject to conversion to sick leave.

## FY 2012-2013 Special Leave

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**Transfers** Any balance of special leave shall be transferred with the employee who transfers to another State agency into a position appointment that meets the eligibility requirements for the special leave. The effective date of the transfer must occur between July 1, 2012 and June 30, 2013. The balance of the special leave is lost, if the employee transfers to another State agency in a position appointment that is not eligible for the special leave.

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**Separation** Special leave balances shall not be paid out upon termination of employment except in the case of separation due to immediate retirement from a State-supported retirement system. The retirement separation effective date must occur between July 1, 2012 and June 30, 2013 and the retirement effective date must occur immediately upon termination of employment. Immediate is defined as the first day of the month following the effective date of the separation. For example, if an employee separates due to retirement on August 10, 2012, the effective date of the retirement shall be September 1, 2012.

Other than separations due to reduction-in-force, unused leave that is lost upon termination of employment shall not be reinstated if the employee is re-employed prior to June 30, 2013 leave expiration date.

Agencies shall reinstate lost leave to employees who were Reduced-in-Force during the FY 2012-2013 and rehired into a position appointment that meets the eligibility requirements for special leave prior to the June 30, 2013 leave expiration date.

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**Implementation and Administration** Upon initial implementation (month of July), employees may choose to go retroactive and adjust leave accordingly in compliance with these guidelines for absences that occurred since July 1, 2012. Retroactive leave adjustments shall not be

## FY 2012-2013 Special Leave

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allowed after initial implementation.

It is the employee's responsibility to request the use of the special leave and supervisors must make reasonable effort to arrange schedules whereby employees will be given an opportunity to use the leave prior to the June 30, 2013 expiration date.

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 8/6/12 **ITEM NO.:** 12

**RESOLUTION:** Authorizing Acceptance of a SETRAC (Special Events and Tourism Related Activities) Grant : \$11,000.00.

**SUBJECT AREA:** Financial

**ACTION REQUESTED:** To authorize acceptance of a SETRAC (Special Events and Tourism Related Activities) grant in the amount of \$11,000.00, and authorize the Lenoir County Cooperative Extension Director to execute the grant agreement.

**HISTORY/BACKGROUND:** The Lenoir County Farmer's Market provides community access to local foods and produce through local farmers. These grant funds will support continued renovations and upgrades to the Lenoir County Farmers' Market.

**EVALUATION:** Physical improvements, including parking lot reconfiguration and paving will improve safe access to the Lenoir County Farmers' Market. Physical improvements will also be made to the Lenoir County Farmers' Market Annex.

**MANAGER'S RECOMMENDATION:**

*MWJ*  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that Lenoir County Cooperative Extension be authorized to accept a SETRAC (Special Events and Tourism Related Activities) Grant in the amount of \$11,000.00, and be it further resolved that the Lenoir County Cooperative Extension Director is authorized to execute the grant agreement.

**AMENDMENTS:**

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

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

YEA VOTES: Graham \_\_\_\_\_ Davis \_\_\_\_\_ Brown \_\_\_\_\_ Daughety \_\_\_\_\_  
Pharo \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham, Jr., Chairman

08/06/12  
Date

\_\_\_\_\_  
ATTEST

8/6/12  
DATE

Item No. 13



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

FY 2012 - 2013  
 Appropriations

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

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
GENERAL	FINANCE / SHERIFF	VARIOUS
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>
Account # and Title	Amount	Account # and Title Amount
<b>INCREASE</b>		<b>INCREASE</b>
10-3991-9910 FUND BALANCE APPROPRIATED	12,276.77	10-4310-3980 SCAAP EXPENSES 12,276.77
<b>DECREASE</b>		<b>DECREASE</b>
10-3432-2100 SCAAP - SHERIFF	-9,000.00	10-4310-3980 SCAAP EXPENSES -9,000.00
Total	3,276.77	Total 3,276.77

**Reason and Justification for Request:**  
 BUDGET AMENDMENT TO ROLL FORWARD UNEXPENDED FUNDS FROM THE STATE CRIMINAL ALIEN ASSISTANCE PROGRAM (SCAAP) FROM PRIOR FISCAL YEARS IN THE AMOUNT OF \$12,276.77 AND TO TAKE OFF THE BUDGETED AMOUNTS FROM THIS FISCAL YEAR. THE DIFFERENCE IN WHAT WAS BUDGETED AND WHAT IS BEING ROLLED FORWARD IS THE NET DIFFERENCE. IF ANY FUNDS ARE RECEIVED IN THIS FISCAL YEAR, THEY WILL BE BUDGETED AT THAT TIME. THESE FUNDS ARE RECEIVED FROM THE U.S. DEPT. OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, AND ARE GIVEN TO HELP OFFSET EXPENSES INCURRED BY THE COUNTY IN HOUSING UNDOCUMENTED CRIMINAL ALIENS OR ALIENS OF UNKNOWN LEGAL STATUS, WHO HAVE BEEN CONVICTED OF AT LEAST ONE FELONY OR TWO MIDEAMEANORS AND HAVE BEEN INCARCERATED DURING THE REPORTING PERIOD OF THE AWARD. BY LAW, THESE FUNDS ARE RESTRICTED FOR USE BY THE SHERIFF.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	7/27/2012	<i>Martha H. Martin</i>	7/27/2012

Budget Officer Approval	Date
<i>MW/orman</i>	7/30/12

Board Approval ( When Applicable)	Date	Date of Minutes

Item No. 14

BUDGET ORDINANCE AMENDMENT: GENERAL FUND:PROCESS FUNDS: \$11,060.89 INCREASE



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

FY 2012 - 2013

Appropriations

Budget Amendment # \_\_\_\_\_

Date Approved \_\_\_\_\_

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL FUND		PROCESS FUNDS		VARIOUS	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title	Amount	Account # and Title	Amount		
<u>INCREASE</u>		<u>INCREASE</u>			
10-3991-9910 FUND BALANCE APPROPRIATED	11,060.89	10-4201-6034 COOP EXT - SHIP GRANT	11,060.89		
Total	11,060.89	Total	11,060.89		
<b>Reason and Justification for Request:</b> BUDGET AMENDMENT TO RE-APPROPRIATE SHIIP GRANT FUNDS NOT EXPENDED IN PREVIOUS YEARS. FROM FISCAL YEAR 2006-2007 THROUGH FISCAL YEAR 2011-2012, A TOTAL OF \$22,665.84 IN REVENUE HAS BEEN RECEIVED. OF THAT AMOUNT RECEIVED, ONLY \$11,604.95 HAS BEEN EXPENDED. THIS LEAVES A TOTAL OF \$11,060.89 OF SHIIP GRANT FUNDS TO BE ROLLED FORWARD INTO FISCAL YEAR 2012-2013.					
Department Head Approval		Date	Finance Officer Approval		Date
<i>Martha H. Martin</i>		7/27/2012	<i>Martha H. Martin</i>		7/27/2012
Budget Officer Approval		Date			
<i>MW Jarman</i>		7/30/12			
Board Approval ( When Applicable)		Date	Date of Minutes		

Finance Office - Copy

Department - Copy

Administration - Copy

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: PROCESS FUNDS: \$21,098.48 INCREASE



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

FY 2012 - 2013  
 Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL FUND		PROCESS FUNDS		10-3991-9910 FUND BALANCE APPROPRIATED 10-4201-6403 EMPG SUPPLEMENTAL	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title		Amount	Account # and Title		Amount
<u>INCREASE</u>			<u>INCREASE</u>		
10-3991-9910	FUND BALANCE APPROPRIATED	21,098.48	10-4201-6403	EMPG SUPPLEMENTAL	21,098.48
Total		21,098.48	Total		21,098.48

**Reason and Justification for Request:**  
 TO BRING FORWARD UNEXPENDED FUNDS FROM THE EMPG GRANT FOR FISCAL YEARS 2008-2009 THROUGH 2011-2012. FROM FISCAL YEAR 2008-2009 UNTIL 2001-2012, A TOTAL OF \$58,420.29 HAS BEEN RECEIVED IN REVENUES, WITH ONLY \$37,321.81 BEING EXPENDED. THIS LEAVES A BALANCE OF \$21,098.48 TO BE ROLLED FORWARD INTO FY 2012-2013.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	<i>7/27/2012</i>	<i>Martha H. Martin</i>	<i>7/27/2012</i>
Budget Officer Approval	Date		
<i>MW Jarmon</i>	<i>7/30/12</i>		
Board Approval (When Applicable)	Date	Date of Minutes	

Item No. 16

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: PROCESS FUNDS: \$39,000. INCREASE



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

FY 2012 - 2013  
 Appropriations

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

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
GENERAL	PROCESS FUNDS	VARIOUS
<b>Check One Box</b> New Appropriation: <input type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>
Account # and Title	Amount	Account # and Title Amount
<b>INCREASE</b>		<b>INCREASE</b>
10-3402-3637 GRANT-8TH JUDICIAL DISTR COMMUN INTERV PR	39,000.00	10-4201-6363 8TH JUDICIAL DISTR COMMUN INTERV GRANT 39,000.00
Total	39,000.00	Total 39,000.00

**Reason and Justification for Request:**  
 BUDGET AMENDMENT TO ROLL FORWARD FUNDS FROM THE NC DEPT OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION (DJJDP). THIS GRANT WAS AWARDED IN FY 2011-2012 FOR A PERIOD BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012. THIS IS THE BALANCE OF UNEXPENDED FUNDS AND IS A PASS THROUGH GRANT. THIS WAS ADDITIONAL FUNDING AWARDED TO COVER THE THREE COUNTY REGION OF THE 8TH JUDICIAL (WAYNE, GREENE & LENOIR) TO SERVE ADDITIONAL CLIENTS.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Marsha H. Martin</i>	<i>7/31/2012</i>	<i>Marsha H. Martin</i>	<i>7/31/2012</i>
Budget Officer Approval	Date		
<i>Michael W. [Signature]</i>			
Board Approval (When Applicable)	Date	Date of Minutes	

Item No. 17

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: FINANCE/COOP EXT-KATE B REYNOLDS: \$74,255.07 INCREASE



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

FY 2012 - 2013  
 Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		FINANCE/COOP EXT: KATE B. REYNOLDS GRANT		Various	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title	Amount	Account # and Title	Amount		
<u>INCREASE</u>		<u>INCREASE</u>			
10-3991-9910 Fund Balance Appropriated	74,255.07	10-4952-1210 Salaries & Wages	24,255.00	10-4952-1260 Salaries & Wages-Part-Time	7,800.00
		10-4952-1810 Employer-FICA	1,332.29	10-4952-1811 Employer-Medicare	464.78
		10-4952-1820 Employer-Retirement	3,275.00	10-4952-1830 Employer-Insurance	5,192.00
		10-4952-1850 Employer-Unemployment	115.00	10-4952-2300 EFNEP Demonstration Supplies	2,601.00
		10-4952-2301 Producers-Ag Boxes	6,000.00	10-4952-2302 Consumer-Produce Boxes	7,500.00
		10-4952-2600 Office Supplies	1,000.00	10-4952-2700 Promotions-Restaurant	7,500.00
		10-4952-3110 Travel	3,330.00	10-4952-3210 Telephone	3,890.00
		10-4952-4560 Workers' Compensation	0.00		
<b>Total</b>	<b>74,255.07</b>	<b>Total</b>	<b>74,255.07</b>		

**Reason and Justification for Request:**  
 BUDGET AMENDMENT TO ROLL FORWARD INTO FY12-13, GRANT FUNDS FROM THE KATE B REYNOLDS GRANT. THIS IS THE BALANCE OF THE \$76,572. RECEIVED AND THE \$2,316.93 EXPENDED IN PRIOR YEAR. THIS GRANT WILL RUN THROUGH MARCH 2015, WITH UNSPENT FUNDS BEING ROLLED FORWARD AT THE BEGINNING OF EACH FISCAL YEAR. THIS IS THE FIRST OF THREE INSTALLMENT PAYMENTS.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	<i>7/27/2012</i>	<i>Martha H. Martin</i>	<i>7/27/2012</i>
Budget Officer Approval	Date		
<i>MW/arman</i>	<i>7/30/12</i>		
Board Approval (When Applicable)	Date	Date of Minutes	

Item No. 18

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: FINANCE/SHERIFF: \$151,380. INCREASE



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

FY 2012 - 2013  
 Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL FUND		FINANCE/SHERIFF		10-3991-9910 FUND BALANCE APPROPRIATED 10-4310-3970 CIVIL PROCESS SERVICE EXPENSE	
Check One Box			Check One Box		
New Appropriation: <input checked="" type="checkbox"/>			New Appropriation: <input checked="" type="checkbox"/>		
Line Item Transfer: <input type="checkbox"/>			Line Item Transfer: <input type="checkbox"/>		
REVENUES			EXPENDITURES		
Account # and Title		Amount	Account # and Title		Amount
<u>INCREASE</u>			<u>INCREASE</u>		
10-3991-9910	FUND BALANCE APPROPRIATED	151,380.00	10-4310-3970	CIVIL PROCESS SERVICE EXPEN.	151,380.00
Total		151,380.00	Total		151,380.00

**Reason and Justification for Request:**

TO BRING FORWARD UNEXPENDED SHERIFF'S CIVIL PROCESS SERVICE FEES FROM PRIOR YEARS. THE LAW REGARDING FEES FOR CIVIL PAPERS SERVED BY THE SHERIFF'S DEPARTMENT CHANGED IN SEPTEMBER 2004. THE AMOUNT CHARGED FOR FEES HAS INCREASED FROM \$5 TO \$15 AND NOW TO \$30. 50% OF THE AMOUNT COLLECTED **SHALL BE USED BY THE SHERIFF'S DEPARTMENT** FOR THE ENHANCEMENT OF THE SERVICE OF CIVIL PAPERS. THIS PROCESS WILL HAVE TO BE DONE EACH YEAR TO BRING FORWARD THE UNEXPENDED FUNDS INTO THE NEW FISCAL YEAR.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	<i>7/27/2012</i>	<i>Martha H. Martin</i>	<i>7/27/2012</i>
Budget Officer Approval	Date		
<i>MW Jarman</i>	<i>7/30/12</i>		
Board Approval (When Applicable)	Date	Date of Minutes	

Finance Office - Copy

Department - Copy

Administration - Copy

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 8/6/12 **ITEM NO.:** 19

**RESOLUTION:** Authorizing the County to enter into a contract with Cloud Sherpas to install and maintain Google Apps with 10 year Archiving abilities: \$29,050.

**SUBJECT AREA:** Purchases / Bids

**ACTION REQUESTED:** Approval of a Resolution Authorizing the County to enter into a contract with Cloud Sherpas to install and maintain Google Apps with 10 year Archiving abilities for \$29,050.00.

**HISTORY/BACKGROUND:** Lenoir County has always used Pegasus Mail as its e-mail client. This has worked great in the past and the cost has been free. However with the increase of e-mail uses and the changes in statutes for retention, Pegasus Mail does not allow us to meet the specs. Google Mail, which everyone is familiar with, allows us to install an e-mail client that is cloud based, meets retentions specs and to do so at yearly cost of \$83 per user.

**EVALUATION:** By migrating to Google Apps with Archiving and Discovery, we will be on a platform that will charge the County a fixed flat rate and provide a stable cloud based platform. This will also allow us to remove our current email filtering, which currently costs us around \$6,000 per year along with \$3,000 of other miscellaneous costs. It will also allow us to not utilize our own disk space or server, which we would need if we went with MS Exchange. MS Exchange would also require additional licensing for each user and would require a new staff member to manage. The Google Apps solution is a much more cost effective solution costing only .23 cents per user per day.

**MANAGER'S RECOMMENDATION:**

Respectfully Recommend Approval

MWS  
INITIALS

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the County execute a contract with Cloud Sherpas for \$29,050.00 for Google Apps and Archiving and Discovery for 350 users for 1 year, and be it further resolved the MIS Director is authorized to execute the contract.

Cloud Sherpas \$29,050

Account No.: 10-4210-3800

**AMENDMENTS:**

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

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

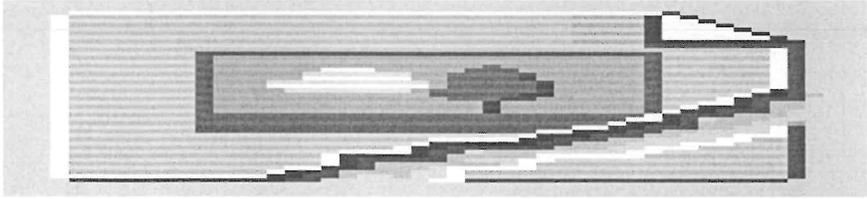
YEA VOTES: Graham \_\_\_\_\_ Davis \_\_\_\_\_ Brown \_\_\_\_\_ Daughety \_\_\_\_\_  
Pharo \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham, Jr. Chairman

8/06/12  
Date

\_\_\_\_\_  
ATTEST

8/06/12  
DATE



Quote # 3531 Created Date 7/26/2012

Contact Name Joey Bryan Bill To Name Lenoir County  
Phone (252) 559-6450 Bill To 130 S Queen Street, PO Box 3289  
Email jbryan@co.lenoir.nc.us Kinston, NC 28502  
Domain Name co.lenoir.nc.us United States

Product	Sales Price	Quantity	Total Price
Archiving & Discovery 10 year (user/year)	USD 33.00	350.00	USD 11,550.00
Google Apps for Business (user/year)	USD 50.00	350.00	USD 17,500.00

Subtotal USD 29,050.00  
Total Price USD 29,050.00  
Grand Total USD 29,050.00  
Tax Exclusions

Prepared By Stephanie Graves Phone 404.492.8758  
Mailing Address 3525 Piedmont Road Building 8, Suite 710 E-mail stephanie.graves@cloudsherpas.com  
Atlanta, GA 30305

Cloud Sherpas  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Customer  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

\* Unless specifically noted elsewhere, prices do not include applicable sales tax. Appropriate taxes will be added to invoices resulting from this order.



## GOOGLE APPS FOR GOVERNMENT SERVICE AGREEMENT

This **GOOGLE APPS FOR GOVERNMENT SERVICE AGREEMENT** (this "**Agreement**") is made effective as of the 26th day of July, 2012 ("**Effective Date**") by and between **CLOUD SHERPAS, INC.**, a Georgia Corporation ("**Cloud Sherpas**"), with principal offices at 3525 Piedmont Road, Building 8, Suite 710, Atlanta, Georgia 30305, and **LENOIR COUNTY**, a North Carolina Government Agency, with principal offices at 130 South Queen Street, Kinston, North Carolina ("**Customer**"). The parties agree as follows:

**1. Google Apps Services.** Customer agrees to purchase from Cloud Sherpas the services (the "**Services**") specified in the "**Services Schedule**" attached hereto as **Attachment 1** at the price(s) (the "**Purchase Price**") noted thereon. Customer acknowledges and agrees that this Agreement and the TOS (as defined in Section 3 below) govern Customer's use of the Services, but do not govern the implementation and deployment services performed by Cloud Sherpas for Customer, if any, which will be performed under the terms of a separate Implementation and Deployment Agreement between Cloud Sherpas and Customer.

**2. Purchase and Payment.** Customer's use of the Services is subject to payment of the Purchase Price in accordance with the terms of this Agreement, including **Attachment 1** hereto. Following execution of this Agreement, the Services will be provisioned for Customer and Customer will be authorized to complete the process for activating Customer's account. Customer may purchase additional End User Accounts (as defined in **Attachment 1** hereto) for existing customer domain names at any time. Such accounts shall have a pro-rated Term equal to the remainder of the then current Term. Customer may only decrease the number of End User Accounts prior to commencement of a Renewal Term and only upon written notice delivered to Cloud Sherpas at least thirty (30) days prior to the expiration of the then current Term. End User Accounts cannot be transferred from one Customer domain name to another until the next Renewal Term. Cloud Sherpas may revise the fees charged for the Services at any time with at least thirty (30) days prior written notice to Customer, effective for the next Renewal Term.

**3. TOS and Ownership.** The Services will be provided by Google Inc. ("**Supplier**"). Customer acknowledges that (a) its use of the Services is subject to (i) the terms of this Agreement, and (ii) the Google Terms of Service (**Attachment 3**) and the policies referenced therein. The TOS is a contract between Customer and Supplier. Cloud Sherpas will have no liability for performance of the Services by Supplier other than as set forth in this Agreement.

#### **4. Term and Termination.**

a. This Agreement will commence upon the Effective Date and continue for an initial term of one (1) year (the "**Initial Term**"); provided that upon expiration of the Initial Term and on each anniversary of the Effective Date thereafter, this Agreement will automatically renew for successive one (1) year terms (each a

"**Renewal Term**", referred to collectively with the Initial Term herein as the "**Term**") unless either party gives the other party written notice of non-renewal (which may be given with or without cause) at least sixty (60) days prior to the end of the then current Term.

b. Without prejudice to any other remedies, the parties will have the right to terminate this Agreement upon written notice if the other party fails to cure any material breach of this Agreement within thirty (30) days after receiving written notice of such breach, provided, however, that the period to cure a breach with respect to payment shall be ten (10) days. Material breaches include, but are not limited to, non-payment or any violation of law, the TOS or the confidentiality obligations set forth in Section 5 hereof. This Agreement is further subject to early termination if Supplier terminates the Services pursuant to the TOS.

c. From and after any termination or expiration of this Agreement: (i) all rights and licenses granted by one party to the other will immediately cease; (ii) any and all provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement will survive the termination of this Agreement and remain binding upon and for the benefit of the parties; (iii) each party will promptly return to the other, or destroy and certify the destruction of, all of the other party's Confidential Information in its possession; and (iv) all fees and any other monies due to Cloud Sherpas by Customer will become immediately due and payable.

**5. Confidential Information.** The provisions of the TOS regarding Confidential Information, including the definition of the term "Confidential Information" as contained therein, are incorporated herein by reference and shall govern the exchange of Confidential Information between Cloud Sherpas and Customer hereunder. The exchange of Confidential Information between Customer and Supplier will be governed by the TOS.

**6. Support.** Cloud Sherpas will assist Customer with escalating critical Customer matters to Supplier.

**7. Service Levels.** The TOS provides a service level agreement from Supplier to Customer for End User Accounts. In the event of a service level violation by Supplier, Cloud Sherpas will provide remedies to Customer on Supplier's behalf. If Customer is purchasing the portion of the Services designed to process, filter and deliver and/or archive email ("**Email Processing Services**"), then Customer shall be entitled to the benefits of the service level terms provided by Supplier to Cloud Sherpas, which will be passed through to Customer as set forth in **Attachment 2** hereto. Cloud Sherpas will provide no other remedies for service level violations.

**8. WARRANTIES.** OTHER THAN PASS THROUGH SERVICE LEVEL REMEDIES AS PROVIDED IN SECTION 7 OF THIS AGREEMENT, CLOUD SHERPAS MAKES NO WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY



WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT.

**9. Archiving.** If the Services contain archiving functionality, Customer messages shall be retained for up to the retention period set forth in the Services Schedule, provided that Customer renews the applicable Services with Cloud Sherpas for each year of such retention period. The retention period shall apply to all data archived under the Services. Failure to renew the applicable Services during the retention period shall terminate the obligation to retain any of Customer’s data or indexes.

**10. Indemnification.** The TOS provides certain indemnification obligations of Supplier to Customer. Customer will indemnify Cloud Sherpas against third party claims to the same extent it indemnifies Supplier under the terms of the TOS.

**11. Limitation of Liability.** NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO CLOUD SHERPAS FOR THE SERVICES DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. THESE LIMITATIONS OF LIABILITY APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW BUT DO NOT APPLY TO BREACHES OF CONFIDENTIALITY OBLIGATIONS, VIOLATIONS OF A PARTY’S INTELLECTUAL PROPERTY RIGHTS BY THE OTHER PARTY, OR INDEMNIFICATION OBLIGATIONS.

**12. Equitable Relief.** Nothing in this Agreement will limit either party’s ability to seek equitable relief.

**13. Governing Law/Arbitration.** This Agreement shall be construed and governed in accordance with the laws of the State of Georgia of the United States of America, without regard to its rules regarding conflicts of law. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

**14. Waiver/Severability.** Failure to enforce any provision of this Agreement will not constitute a waiver. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

**15. Notices.** Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party’s legal department and primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email..

**16. No Agency.** The parties hereto are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

**17. Entire Agreement/Amendment.** This Agreement, and all documents referenced herein, is the parties’ entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. Any amendment must be in writing and expressly state that it is amending this Agreement.

**18. Third Party Beneficiaries.** Customer, Cloud Sherpas and Supplier have rights under this Agreement. Subject to the foregoing, no other person or entity shall have third party rights under this Agreement other than as specifically provided herein.

**19. Counterparts.** The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

CLOUD SHERPAS INC.

LENOIR COUNTY

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



## ATTACHMENT 1

### SERVICES SCHEDULE

#### 1. End User Accounts – Google Apps for Government Services

Customer is purchasing three hundred and fifty (350) Google-hosted accounts provided to Customer's users ("**End User Accounts**") through the Google Apps Premier Edition at a price of \$50.00 per End User Account for an aggregate purchase price of \$17,500.00. Customer may order additional End User Accounts and the fee shall be pro-rated to the upcoming anniversary of the Effective Date. The Customer's domain name is [co.lenoir.nc.us](http://co.lenoir.nc.us)

#### 2. Google Message Security / Google Message and Discovery

Customer is purchasing three hundred and fifty (350) Google-hosted Message Discovery 10 year accounts provided to Customer's users ("**Email Accounts**") through the Google Apps Premier Edition at a price of \$33.00 per Email Account for an aggregate purchase price of \$11,550.00. Customer may order additional E-mail Accounts and the fee shall be pro-rated to the upcoming anniversary of the Effective Date.

Customer will pay for Services annually, in advance, following receipt of an invoice from Cloud Sherpas. Customer shall make payment to Cloud Sherpas within thirty (30) days after receipt of Cloud Sherpa's invoice. Cloud Sherpas may suspend the Services if payments are not received on a timely basis. If Customer breaches its obligation to make timely payment as provided hereunder, Customer agrees to pay all of Cloud Sherpa's costs of collection, including, without limitation, all court costs and attorneys' fees.



## ATTACHMENT 2

### SERVICE LEVEL AGREEMENT FOR EMAIL PROCESSING SERVICES

1. **Service Availability Commitment.** The Email Processing Services shall be operational at least 99.999% of the time in any given month during the term of the Agreement. The “Operational Percentage” means the percentage of the total time during any given month that the Email Processing Services are not subject to an Outage. An outage (“Outage”) means that Supplier fails to apply filtering in accordance with Cloud Sherpas’ configuration selection. Outage does not include service suspension (i) for reasons outside of Supplier’s or Cloud Sherpas’ sphere of control (as described in Section 4 of this SLA) or (ii) during times of maintenance (as described in Section 5 of this SLA). If a dispute arises about whether or not an Outage occurred, Supplier shall make a determination in good faith based on its system logs, monitoring reports and configuration records, which Supplier shall make available for auditing by Cloud Sherpas at Cloud Sherpas’ request. The “Outage Percentage” means the total duration of an Outage during a given month divided by the total time during such month.
2. **Outage Reporting Process.** Customer must inform Cloud Sherpas’ Customer Support Department in writing or by email within five (5) business days of the time it first notices an Outage or first believes that there has been an Outage. Failure to comply with this requirement will forfeit Customer’s right to receive a remedy for the Outage as described in Section 3 of this SLA.
3. **Remedy.** If the Operational Percentage is less than 99.999%, and if Customer has fulfilled all of its obligations under the Agreement and none of the exceptions in Section 4 of this SLA applies, Customer shall have the following sole and exclusive remedy: Cloud Sherpas will provide Customer with a pro-rata credit on Customer’s Email Processing Services fee for the month in which the Outage occurred. The pro-rata credit shall be calculated by multiplying the Outage Percentage with Customer’s total monthly Email Processing Services fee to Cloud Sherpas (for the applicable Customer Order) in the month during which the Outage occurred. For clarity, the Email Processing Services fee for an applicable Customer Order for a given month shall equal the following fee charged by Cloud Sherpas to Customer, as may be applicable, either (i) 100% of the Google Message Filtering fee for that month, (ii) 100% of the Google Message Security fee for that month or (iii) 33% of the Google Message Discovery fee for that month. Furthermore, if Customer experiences one (1) or more Outages in each of three (3) consecutive calendar months and/or three (3) or more Outages in any period of thirty (30) consecutive days, Customer can terminate the applicable Customer Order(s) upon thirty (30) days prior written notice.
4. **Exceptions.** Customer shall not have any remedies under the Agreement, including this SLA, in connection with any circumstances defined as “Force Majeure” under the TOS.
5. **Maintenance.** To ensure optimal performance of the Services, Cloud Sherpas and/or Supplier reserves the right to perform unscheduled emergency maintenance at any time. Additionally, Cloud Sherpas and/or Supplier reserves the right to perform scheduled maintenance that is designed not to impact the Services at any time. Cloud Sherpas and/or Supplier will make all reasonable attempts to schedule maintenance events that are expected to have an impact on the Services between 10:00 p.m. Pacific Time on Fridays and 12:00 p.m. Pacific Time on Sundays.



## ATTACHMENT 3

### Passthrough Terms

#### Google Apps for Government via Reseller Agreement

This Google Apps for Government via Reseller Agreement (the "Agreement") is entered into by and between Google Inc., a Delaware corporation, with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 ("Google") and LENOIR COUNTY formed under the laws of the state of North Carolina with an address at 130 South Queen Street, Kinston, North Carolina ("Customer"). This Agreement will be effective as of the earlier of the date Customer receives access to the Services or the effective date of Customer's agreement with Reseller (the "Effective Date"). This Agreement governs Customer's access to and use of the Service.

#### 1. Services.

- 1.1 Facilities. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. Google has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data.
- 1.2 Data Storage. As part of providing the Services Google will store the following Core Content, while permanently at rest, in the regions as described below, and as further detailed in Google's FISMA security authorization package, which is referenced in Section 1.3.
  - a. United States: Core Content for Gmail, Google Docs, Google Talk, and Google Calendar. Core Content for Gmail, Google Docs, Google Talk, and Google Calendar will be stored: (a) in servers dedicated to the Google Apps for Government Services; and (b) stored on encrypted drives using full disk encryption.
  - b. United States and the European Union: Core Content for Google Contacts, Google Groups, Google Sites, and Google Video.
- 1.3 Federal Information Security Management Act (FISMA). The Google Apps Core Services received a FISMA "Authorization to Operate" for a Moderate impact system. Google will continue to maintain a System Security Plan (SSP) for the Google Apps Core Services, based on NIST 800-53 Rev. 3, or a similarly applicable standard. If Google does not maintain this SSP as stated, Customer's sole and exclusive remedy, and Google's entire liability, will be Customer's ability to terminate the Agreement upon thirty days prior written notice.
- 1.4 Modifications.
  - a. To the Services. Google may make commercially reasonable changes to the Services, from time to time. If Google makes a material change to the Services, Google will inform Customer, provided that Customer has subscribed with Google to be informed about such change.
  - b. To URL Terms. Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the URL Terms, Google will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console, or will alert Reseller. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Google via the Help Center within thirty days after receiving notice of the change. If Customer notifies Google as required, or Reseller notifies Google on Customer's behalf, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then-current term for the affected Services. If the affected Services are renewed, they will be renewed under Google's then current URL Terms.
- 1.5 Customer Domain Name Ownership. Prior to providing the Services, Google or Reseller may verify that Customer owns or controls the Customer Domain Names. If Customer does not own, or control, the Customer Domain Names, then Google will have no obligation to provide Customer with the Services.
- 1.6 Ads.
  - a. Default Setting. The default setting for the Services is one that does not allow Google to serve Ads. Customer or Reseller may change this setting in the Admin Console, which constitutes Customer's authorization for Google to serve Ads. If Customer or Reseller enables the serving of Ads, it may revert to the default setting at any time and Google will cease serving Ads.





7. Confidential Information.

- 7.1 Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.
- 7.2 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.
- 7.3 Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.
- 7.4 Third Party Requests. Customer is responsible for responding to Third Party Requests. Google will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request in a manner permitted by law; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first use the Admin Tool to access the required information, and will contact Google only if it is insufficient for Customer's needs.

8. Intellectual Property Rights: Brand Features.

- 8.1 Intellectual Property Rights. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Google owns all Intellectual Property Rights in the Services.
- 8.2 Display of Brand Features. Google may display only those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Services), and only within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Service Pages to indicate that the Services are provided by Google. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.
- 8.3 Brand Features Limitation. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.
9. Restrictions on Use. Unless Google specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws. Customer is solely responsible for any applicable compliance with HIPAA.
10. Publicity. Customer agrees that Google may include Customer's name or Brand Features in a list of Google customers. Customer also agrees that Google may verbally reference Customer as a customer of the Google products or services that are the subject of this Agreement. This section is subject to Section 8.3.
11. Government Purposes. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Services is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, including technical data or manuals, is governed by the terms and conditions contained in this Agreement, which is Google's standard commercial license agreement.
12. Representations, Warranties and Disclaimers.
- 12.1 Representations and Warranties. Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable



(including applicable security breach notification law). Google warrants that it will provide the Services in accordance with the applicable SLA. Customer represents and warrants that it is a state, city, or federal government entity.

12.2 Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

13. Term and Termination.

13.1 Term. The term for the Services will be as decided upon between Reseller and Customer. This Agreement will remain in effect for the Term.

13.2 Termination for Breach. Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

13.3 Effects of Termination. If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) Google will provide Customer or Reseller access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Google's then-current rates for the applicable Services; (iii) after a commercially reasonable period of time, Google will delete Customer Data by removing pointers to it on Google's active servers and overwriting it over time; and (iv) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

14. Indemnification.

14.1 By Customer. Unless prohibited by applicable law and without waiving sovereign immunity, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data or Customer Domain Names; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's use of the Services in violation of the Acceptable Use Policy.

14.2 By Google. Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Google's technology used to provide the Services or any Google Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Google have any obligations or liability under this Section arising from: (i) use of any Services or Google Brand Features in a modified form or in combination with materials not furnished by Google, and (ii) any content, information or data provided by Customer, End Users or other third parties.

14.3 Possible Infringement.

a. Repair, Replace, or Modify. If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google will: (a) obtain the right for Customer, at Google's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.

b. Suspension or Termination. If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted Services. If Google terminates the impacted Services, then Google will notify Customer or Reseller, or both.

14.4 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

15. Limitation of Liability.



- 15.1 Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.
- 15.2 Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO RESELLER FOR THE SERVICES DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.
- 15.3 Exceptions to Limitations. These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.
16. Miscellaneous.
- 16.1 Notices. Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.
- 16.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.
- 16.3 Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).
- 16.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.
- 16.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.
- 16.6 Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.
- 16.7 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.
- 16.8 Third-Party Beneficiaries. Except for Google, which is an intended third party beneficiary of this Agreement, there are no third-party beneficiaries to this Agreement.
- 16.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.
- 16.10 Governing Law.
- a. For State and City Government Entities. If Customer is a city or state government entity, then the parties agree to remain silent regarding governing law and venue.
  - b. For Federal Government Entities. If Customer is a federal government entity then the following applies: This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law: (i) the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable federal law; and (ii) FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.
  - c. For All other Entities. If Customer is any entity not set forth in Section 16.10(a) or (b) then the following applies: This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT



OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

16.11 Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement.

16.12 Survival. The following sections will survive expiration or termination of this Agreement: Section 7, 8.1, 13.3, 14, 15, 16 and 17.

16.13 Entire Agreement. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. If Customer is presented with a similar agreement on the same subject matter upon its log in to use the Services, this Agreement supersedes and replaces that agreement. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

16.14 Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Agreement, and the terms located at any URL.

16.15 Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

17. Definitions.

"Acceptable Use Policy" means the acceptable use policy for the Services available at [http://www.google.com/a/help/intl/en/admins/use\\_policy.html](http://www.google.com/a/help/intl/en/admins/use_policy.html) or such other URL as Google may provide.

"Admin Account(s)" means the administrative account(s) provided to Customer by Google, or to Reseller by Customer, for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which Google will provide to Customer or Reseller.

"Admin Console" means the online tool provided by Google to Customer for use in reporting and certain other administration functions.

"Administrators" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

"Ads" means online advertisements displayed by Google to End Users.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

"Core Content" means the following subsets of Customer Data with respect to these individual components of the Services:

- GMail: messages and attachments;
- Google Calendar: events and descriptions of events;
- Google Contacts: content of the address book;
- Google Docs: content authored by the owner or collaborators of the doc, not including content hosted on (i) other Google products not referenced in Core Content or (ii) other third party websites;
- Google Groups: message and message search archive;
- Google Sites: content authored by the owners or collaborators of the site; not including content hosted on (i) other Google products not referenced in Core Content or (ii) other third party websites;
- Google Talk: archived "on the record" Talk conversations;
- Google Video: all copies and formats of video content, in addition to thumbnails, titles, descriptions and captions.

"Customer Data" means data, including email, provided, generated, transmitted or displayed via the Services by Customer, or Reseller on behalf of Customer.

"Customer Domain Names" mean the domain names owned or controlled by Customer, which will be used in connection with the Services.



“Domain Service” means a service provided by Google to Customer purely for Customer’s convenience, where Customer may, through a Google-provided interface, register domain names through, or transfer domain names to, Registrar Partners (as defined in the Domain Service Terms).

“Domain Service Terms” means the terms at: [http://www.google.com/a/help/intl/en/admins/domain\\_service\\_terms.html](http://www.google.com/a/help/intl/en/admins/domain_service_terms.html), or other such URL as may be provided by Google.

“Emergency Security Issue” means either: (a) Customer’s use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customers’ use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

“End Users” means the individuals Customer permits to use the Services.

“End User Account” means a Google-hosted account established by Customer through the Services for an End User.

“Export Control Laws” means all applicable export and reexport control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control, and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State.

“Google Apps Core Services” means the following components of the Services: Gmail, Google Calendar, Google Docs, Google Talk, Google Sties, Google Video, as well as the supporting general support system.

“Help Center” means the Google help center accessible at <http://www.google.com/support/> or other such URL as Google may provide.

“High Risk Activities” means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

“Intellectual Property Rights” means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

“Non-Google Apps Products” means Google products which are not part of the Services, but which may be accessed by End Users using their End User Account login and password. The Non-Google Apps Products are set forth at the following URL: <http://www.google.com/support/a/bin/answer.py?hl=en&answer=181865>, or such other URL as Google may provide.

“Non-Google Apps Product Terms” means the terms found at the following URL: [http://www.google.com/apps/intl/en/terms/additional\\_services.html](http://www.google.com/apps/intl/en/terms/additional_services.html), or such other URL as Google may provide from time to time.

“Notification Email Address” means the email address designated by Customer to receive email notifications from Google. Customer may provide a Reseller email address for this purpose if it so chooses. Customer may change this email address through the Admin Console.

“Reseller” means the Google Apps reseller Customer is paying to provide access to and use of the Services.

“SDN List” is the US Treasury Department’s List of Specially Designated Nationals.

“Service Pages” mean the web pages displaying the Services to End Users.

“Services” means the Google Apps for Government Services provided by Google and used by Customer under this Agreement. The Services are as described here: [http://www.google.com/a/help/intl/en/users/user\\_features.html](http://www.google.com/a/help/intl/en/users/user_features.html), or other such URL as Google may provide.

“SLA” means the Service Level Agreement located here: [http://www.google.com/apps/intl/en/terms/reseller\\_sla.html](http://www.google.com/apps/intl/en/terms/reseller_sla.html), or such other URL as Google may provide from time to time.

“Suspend” means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

“Term” means the term of the Agreement, which will begin on the Effective Date and continue for as long as Customer is receiving Services from Google, unless terminated earlier pursuant to the Agreement, or pursuant to Customer’s agreement with Reseller.



“Third Party Request” means a request from a third party for records relating to an End User’s use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

“TSS” means the technical support services provided by Google to the Administrators during the Term pursuant to the TSS Guidelines.

“TSS Guidelines” means Google’s technical support services guidelines then in effect for the Services. TSS Guidelines are at the following URL: <http://www.google.com/a/help/intl/en/admins/tssg.html> or such other URL as Google may provide.

“URL Terms” means the Acceptable Use Policy, the SLA and the TSS Guidelines.

**INTRODUCED BY:** Michael Jarman, County Manager DATE 8/6/12 ITEM NO. 20

**RESOLUTION:** Approving Purchase of (2) Dodge Chargers: \$43,860

**SUBJECT AREA:** Purchases / Bids

**ACTION REQUESTED:** The Board is requested to authorize the Sheriff to execute a purchase order with Horace G. Ilderton, LLC to purchase (1) 2012 Dodge Charger and (1) 2013 Dodge Charger.

**HISTORY / BACKGROUND:** The Lenoir County Sheriff's Office currently maintains a fleet of vehicles, which are individually assigned to each sworn Sheriff's deputy. As each patrol car reaches 125,000 miles the vehicle transferred to another division in the Sheriff's Office where high speed performance and reliability is not a crucial factor. Each year the Sheriff purchases patrol cars to replace cars that have met this mileage standard. Although the Sheriff will not be purchasing patrol vehicles for the 2012-2013 fiscal year, the two budgeted vehicles will be assigned to LaGrange, and the cost will be reimbursed by the Town of LaGrange.

**EVALUATION:** The State contract for law enforcement vehicles was published on October 20, 2011. The contract outlined established pricing for vehicles designed and sold by Ford, Chevrolet, and Dodge. The V8 Ford Interceptor with all-wheel-drive is priced at \$23,588. The V8 Chevrolet Caprice with rear wheel drive is priced at \$25,350, and the V8 Dodge Charger is priced at \$21,930. Vehicles that contained V6 engines or front wheel drive were not considered because of maintenance concerns. The Dodge Charger has been purchased in the past by the Sheriff's Office for specialty positions and has proven to withstand the rigors of law enforcement work. The Sheriff's Office has been informed by Dodge that the price for the 2012 model Dodges will be bridged to the 2013 Dodge Chargers holding the price at the 2012 level. The Sheriff intends to make an immediate purchase of a 2012 Dodge Charger and order a 2013 Dodge Charger once it becomes available.

The Sheriff respectfully requests that he be permitted to execute a purchase order with Horace G. Ilderton, LLC, the designated contract dealer, for (1) 2012 Dodge Charger and (1) 2013 Dodge Charger for a total of \$43,860.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

MWJ  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Sheriff is permitted to execute a purchase order with Horace G. Ilderton, LLC for the purchase of (2) Dodge Chargers.

Horace G. Ilderton, LLC----- \$ 43,860

Funding Account #: 10-4310-5100                      \$ 43,860

**AMENDMENTS:**

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

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

YEA VOTES: Graham \_\_\_\_\_ Davis \_\_\_\_\_ Brown \_\_\_\_\_ Daughety \_\_\_\_\_  
Pharo \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham, Jr., Chairman      Date

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

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 8/6/12 **ITEM NO.:** 21

**RESOLUTION:** Approve Service Providers Required to Comply with Lenoir County Transit Drug and Alcohol Testing Policy

**SUBJECT AREA:** Administration

**ACTION REQUESTED:** Approve using Professional Nursing Service, Inc. and Carolina Quick Care to provide services required by the Lenoir County Drug and Alcohol Testing Policy.

**HISTORY/BACKGROUND:** As of March 10, 2008, Lenoir County Transit (LCT) took operations in-house. This included complying with North Carolina Department of Transportation (NCDOT) in all areas of Operations which involve Safety Sensitive employees. LCT's Drug and Alcohol Testing Policy requires that Safety Sensitive employees submit to Drug and/or Alcohol testing in a variety of circumstances, including but not limited to, Pre-Employment and Random Selection. LCT must ensure that all DOT Drug and Alcohol Testing requirements are being met.

**EVALUATION:** Lenoir County Transit must ensure the numerous requirements of 49 CFR 40 such as specimen collection and laboratory certification are met. Professional Nursing Service, Inc. and Carolina Quick Care are qualified, and have provided those services in the past. Current rates for services are:

Carolina Quick Care	Breath Alcohol Test	\$ 20.00
Professional Nursing	Drug Test	\$ 36.00 + collection fee
Professional Nursing	Breath Alcohol Test	\$ 30.00 (after hours)
Professional Nursing	Medical Review	\$ 30.00
Professional Nursing	Post Accident Service	\$100.00 (after hours)

**MANAGER'S RECOMMENDATION:**

Respectfully Recommend Approval

  
INITIALS

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Board approves using Professional Nursing Service, Inc. and Carolina Quick Care to provide services required by the Lenoir County Drug and Alcohol Testing Policy, and be it further resolved that the County Manager is authorized to execute an agreement with Professional Nursing Service, Inc., which is attached and made a part of this resolution by reference.

**AMENDMENTS:**

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

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

YEA VOTES: Graham \_\_\_\_\_ Brown \_\_\_\_\_ Davis \_\_\_\_\_ Pharo \_\_\_\_\_  
Sutton \_\_\_\_\_ Daughety \_\_\_\_\_ Rouse \_\_\_\_\_

— \_\_\_\_\_ 08/06/12  
George W. Graham, Jr., Chairman Date

\_\_\_\_\_  
ATTEST 08/06/12  
Date



**URGENT CARE  
OCCUPATIONAL HEALTH**

Attn: Kim Webb

Carolina Quick Care Urgent Care would like to offer the follow prices for occupational health services.

Breath Alcohol Test \$20.00

Drug Screen Collection only \$20.00

Same day result Drug Screen \$32.00

Non-DOT drug screen \$55.00

DOT drug screen \$75.00

Please let me know if there are any other prices you need, we appreciate your business and look forward to serving you in the future.

A handwritten signature in black ink that reads "Suzy Buck".

Suzy Buck

Marketing Director

919.810.0054

suzy@carolinaquickcare.com

- |   |  |  |  |  |
|---|--|--|--|--|
| <input type="checkbox"/> 550 North Winstead Ave.<br>Rocky Mount, NC 27804<br>(252) 451-3411 (phone)<br>(252) 451-3423 (fax) | <input type="checkbox"/> 1261 Julian R. Allsbrook Hwy.<br>Roanoke Rapids, NC 27870<br>(252) 537-5600 (phone)<br>(252) 537-2375 (fax) | <input type="checkbox"/> 2503-B Forest Hills Rd.<br>Wilson, NC 27893<br>(252) 991-0555 (phone)<br>(252) 991-0596 (fax) | <input type="checkbox"/> 3535 S. Memorial Dr., Suite C<br>Greenville, NC 27834<br>(252) 353-3111 (phone)<br>(252) 353-3121 (fax) | <input checked="" type="checkbox"/> 2908 N. Herritage St.<br>Kinston, NC 28501<br>(252) 523-3111 (phone)<br>(252) 523-9572 (fax) |
|---|--|--|--|--|

*Professional Nursing Service, Inc.*  
212 North 35th Street  
Morehead City, NC 28557  
Phone: (252) 247-6911 E-Mail: pnsmhmc@pnsi.biz

July 16, 2012

LENOIR COUNTY TRANSPORTATION 0208DW  
Ms Kim Webb  
101 NORTH QUEEN STREET  
KINSTON, NC 28501

Dear Customer:

Attached find the yearly agreement for your signature(s). Please complete and return the signed agreement .

Note the additional line for your billing email address as we are emailing bills and all correspondence this year.

Please call me at the above number if you have any questions.

Thank you for your business.

Sincerely,

Betty Wallace, CEO  
Professional Nursing Service, Inc.  
pnsmhmc@pnsi.biz

enc. Agreement, Guaranty, Invoice



## *Professional Nursing Service, Inc.*

212 North 35th Street  
Morehead City, NC 28557  
Phone: (252) 247-6911 E-Mail: pnsmhmc@pnsi.biz

*Absolute Assurance*  
for your  
Workplace Substance Abuse Needs

### **Agreement**

Professional Nursing Service, Inc. agrees to provide substance abuse testing and related services to Lenoir County Transportation Inc. (Company Name) hereafter referred to as the Company, and as the Company has requested such services on this the 16th day of July, 2012. The Company's Federal ID# is: \_\_\_\_\_.

The Company agrees to pay for the substance abuse testing and related services set out in the proposal; PNSI shall promptly bill the Company for the sums due and the sums shall be due upon receipt of the invoice. All unpaid balances, after 30 days, shall accrue interest at a rate of 1.5% per month. Companies which have had their account(s) suspended for non-payment more than twice per calendar year (01/01/\_\_\_-12/31/\_\_\_), will be charged a reactivation fee of \$50.00, due and payable before reactivation will occur.

The Company agrees to notify PNSI sites, if utilized, for appointment times.

The Company agrees to adhere to the HIPAA, State and Federal regulations pertaining to their Substance Abuse Program needs. If the Company becomes noncompliant, the Company will be removed from our program and that will terminate this agreement.

PNSI will e-mail all results to your designated employer representative. The Company will need to provide the name, code name, and e-mail address to which results are to be sent. The Company shall assign an alternate in case of absence or illness.

The Company shall notify PNSI if it has not received communication in a timely manner, as PNSI will not be able to determine if such has been received. This is due to the fact that technology has not yet been provided that would allow for acknowledgment. For example, if the company was expecting test results within three days and none had been received, the company representative would contact PNSI and PNSI would investigate. PNSI could determine from the program history data that the results were or were not E-mailed from our computer, and PNSI would again send the results to the company.

The Company agrees to present to PNSI an employee list upon execution of this agreement , and either monthly or quarterly, as agreed upon. This list should be e-mailed as an attachment to pnssa@pnsi.biz in the following Excel format:

Column A	Column B	Column C
First Name	Last Name	Social Security #

This list should be e-mailed by the second week of the month if the Company is a monthly selection or by the last week of February, May, August, and November if the Company is a quarterly selection.

PNSI will only be responsible for selection accuracy of your lists in as much as the Company provides said lists.

All correspondence from PNSI such as reports, invoices, result letters, lists, and audit information will be by E-mail to the Company designated representative.

The Company agrees to order supplies by E-mail at least twelve(12) days in advance of the need as PNSI will ship directly. PNSI reviews E-mails throughout the day. In the event the Company does not have access to E-mail, please provide an alternative means of communicating your data.

In the event it becomes necessary for PNSI to incur collection fees, or institute a suit to collect any amount due, the company shall pay such collection costs, charges and expenses including reasonable attorney=s fees, if the account is placed with our attorney for collections.

The Company agrees fully and completely to indemnify PNSI and all PNSI=s representatives for any and all liability, attorney fees, judgements, fines and costs associated with claims, lawsuits, regulatory fines, or causes of actions of any nature arising from the performance/actions of the company.

PNSI will expect notification of change in ownership, change in persons to whom results are reported, change in phone numbers, addresses, or e-mails, closures or any significant changes.

Should your Company decide to terminate services for any reason, you must notify PNSI within five working days.

**DRUG SCREENING AND BREATH ALCOHOL TESTING COST:**

Professional Nursing Service, Inc. (PNSI) has a yearly processing fee per company. This will include PNSI preparing your company data, monthly or quarterly random selections, reporting results of tests, DOT audit requests and materials, MIS forms, assisting to locate a collection site, and all reports you may be required to maintain.

PNSI has separated our price structure for equitable distribution of what you the client will be charged. Prices are subject to change with reasonable notification.

The following price structure will now be in effect:

Urine Drug Test	\$36.00 + Collection price (Your company will be responsible for this payment to the site) There will be no additional charge if collected at a PNSI site
Breath Alcohol Test (BAT)	\$30.00 + Collection price (Your company will be responsible for this payment to the site) There will be no additional charge if collected at a PNSI site and the company will be responsible for transmitting the results to PNSI
Medical Review Officer (MRO)	+\$30.00 for non-negative result This is the MD review and declaration as required by the Federal government for regulated testing and Coast Guard (as charged by the MD) and optional for Non-DOT tests
Post Accident Testing	\$100.00 service fee for <b><u>after office hours, holidays, and weekends</u></b> , per availability of staff and mileage (Reimbursable at NC state rate)

If any person or agent signs this Agreement on behalf of the Company, said person or agent certifies that they have authority to enter into this Agreement for and on behalf of the Company and to make the Company financially responsible for the sums due hereunder.

Physical address:  
Lenoir County Transit  
201 E. King St.  
Kinston, NC 28501

Mailing Address:  
Lenoir County Transit  
P.O. Box 32891  
Kinston, NC 28502

Phone number:  
252-559-6457

Cell Phone number:  
252-559-0857

sdurst@co.lenoir.nc.us  
Primary e-mail address  
for reporting of results

charper@dss.co.lenoir.nc.us  
Secondary e-mail address  
for reporting of results

lct@co.lenoir.nc.us  
Primary e-mail address  
for billing

kwebb@co.lenoir.nc.us  
Secondary e-mail address  
for billing

Sally Durst - Huron  
Primary contact & Code word  
for reporting of results

Chris Harper - clean1  
Secondary contact & Code word  
for reporting of results

\_\_\_\_\_  
Signature of Authorized  
Company Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized  
Agent of PNSI

\_\_\_\_\_  
Date

**Please return all pages of the signed Agreement**

NORTH CAROLINA

GUARANTY OF PAYMENT

\_\_\_\_\_ COUNTY (where signed)

For value received, the undersigned do hereby jointly and severally guarantee the payment in full of all sums due, payments and interest due or to become due under that certain Contract of even date herewith by and between Professional Nursing Service, Inc. and \_\_\_\_\_ (hereinafter AObligor≅). This guarantee shall continue for the term of such Contract, including all renewals and extensions thereof, whether or not such renewals or extensions is furnished to the undersigned. The undersigned further waive presentment for payment, protest or notice of protest or dishonor. In the event of any default of the Contract, Professional Nursing Service, Inc. may proceed against any and all of the undersigned, whether or not any action has been taken against Obligor to collect on or enforce the terms and provisions of the Contract.

IN WITNESS WHEREOF, we/I have set our hands and seals, the day and year first above written.

\_\_\_\_\_ (Seal)

\_\_\_\_\_ Guarantor SSN

\_\_\_\_\_ (Seal)

\_\_\_\_\_ Guarantor SSN

**Please return the signed Guaranty of Payment with the Agreement Seal is a legal term only and does not require a Notary**

F:\wpdocs\subabuse\agree Effective 03/19/09 Rev 4/15/10

Item No. 22



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

FY 2012-2013 PAGE 1 OF 2

Appropriations

Budget Amendment # \_\_\_\_\_

Date Approved \_\_\_\_\_

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
CAPITAL IMPROVEMENTS	ECONOMIC DEVELOPMENT COMMUNITY DEVELOPMENT BUILDINGS AND GROUNDS	VARIOUS
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>
Account # and Title	Amount	Account # and Title
		PAGE 1 OF 2
<b>INCREASE</b>		<b>INCREASE</b>
40-3991-9910 FUND BALANCE APPROPRIATED	2,345,572.00	40-4920-3500 INDUSTRIAL PARK IMPROVEMENTS 75,000.00
		40-4920-5821 WATER/SEWER INFRASTRUCTURE 100,000.00
		40-4920-5824 MASTER BRANDS PROJ-COUNTY COST 600.00
		40-4920-5830 HANGER AGREEMENT 100,501.00
		40-4920-5846 SMITHFIELD-DELI 100,000.00
		40-4920-5850 EXISTING INDUSTRIES PROGRAM 10,000.00
		40-4920-5862 DUPONT-SORONA-COUNTY 65,000.00
		40-4920-5873 SANDERSON HATCHERY 2,400.00
		40-4920-5874 SANDERSON FEED MILL 9,100.00
		40-4920-5900 INDUS.DEV:ENGINEER.DESIGN 75,000.00
		40-4920-5903 GTP SEWER EXTENSION 100,000.00
		<b>CONTINUED ON PAGE 2</b>
Total	SUBTOTAL 2,345,572.00	Total SUBTOTAL 637,601.00

**Reason and Justification for Request:**  
 TO ROLL FORWARD AND DISTRIBUTE PRIOR YEARS UNEXPENDED ECONOMIC DEVELOPMENT, COMMUNITY DEVELOPMENT, AND BUILDINGS & GROUNDS FUNDS INTO THE APPROPRIATE EXPENDITURE LINES IN THE CAPITAL IMPROVEMENT FUND FOR THE FISCAL YEAR 2012-2013.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Marcia H. Martin</i>	8/1/2012	<i>Marcia H. Martin</i>	8/1/2012

Budget Officer Approval	Date
<i>Michelle Jarman</i>	8/3/12

Board Approval (When Applicable)	Date	Date of Minutes
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Item No. 22  
Continued



LENOIR COUNTY, NORTH CAROLINA  
BUDGET AMENDMENT REQUEST

FY 2012-2013 PAGE 2 OF 2

Appropriations

Budget Amendment # \_\_\_\_\_

Date Approved \_\_\_\_\_

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
CAPITAL IMPROVEMENTS	ECONOMIC DEVELOPMENT COMMUNITY DEVELOPMENT BUILDINGS AND GROUNDS	VARIOUS
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>
Account # and Title	Amount	Account # and Title
CONT'D FROM PAGE 1	2,345,572.00	PAGE 2 OF 2
		CONT'D FROM PAGE 1
		Amount
		<b>INCREASE</b>
		40-4930-5101 PARKS AND RECREATION CAPITAL 2,895.00
		40-4930-5115 SOCCER COMPLEX 247,730.00
		40-4930-5116 COMMUNITY REVITALIZATION 20,000.00
		40-4930-5120 ADOPT A TRAIL GRANT 1,196.00
		40-4930-5124 WOODMEN PROJECT 985,000.00
		40-4935-5800 RE-ROOFING HVAC 100,000.00
		40-4935-5801 BUILDING UPGRADES 100,000.00
		40-4935-5807 MGR / FIN / MIS / COC PROJECT 50,000.00
		40-4935-5810 OSHA COMPLIANCE EXPENSES 15,000.00
		40-4935-5850 ACQUISITION BUILDINGS 186,150.00
Total	2,345,572.00	Total 2,345,572.00

**Reason and Justification for Request:**  
 TO ROLL FORWARD AND DISTRIBUTE PRIOR YEARS UNEXPENDED ECONOMIC DEVELOPMENT, COMMUNITY DEVELOPMENT, AND BUILDINGS & GROUNDS FUNDS INTO THE APPROPRIATE EXPENDITURE LINES IN THE CAPITAL IMPROVEMENT FUND FOR THE FISCAL YEAR 2012-2013.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	8/1/2012	<i>Martha H. Martin</i>	8/1/2012

Budget Officer Approval	Date
<i>Michael J. Jarman</i>	8/3/12

Board Approval (When Applicable)	Date	Date of Minutes
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**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 8/06/12 **ITEM NO.** 23

**RESOLUTION:** Authorizing Approval and Execution of Lease Agreement: Barnhill Contracting Company: \$25,000.

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:** The Board is requested to authorize approval of a lease agreement between the County of Lenoir and Barnhill Contracting Company and authorize the County Manager to execute the agreement.

**HISTORY/BACKGROUND:** Barnhill Contracting Company (BCC) was awarded a contract by the State of North Carolina to pave the newly constructed extension of the Felix Harvey Parkway located between US Hwy 70 west of Kinston to US Hwy 258 north of Kinston. BCC approached the County about leasing a parcel of land owned by the County. The parcel, located at 1180 Enterprise Blvd., will be used as a temporary asphalt plant and storage facility.

**EVALUATION:** Lenoir County owns a parcel of land located at 1180 Enterprise Blvd. Barnhill Contracting Company (BCC) wishes to lease the parcel of land to be used as a temporary asphalt plant and storage facility. BCC will pay to Lenoir County \$25,000 up-front for the temporary use of the land. BCC will obtain all necessary environmental permits and the cost of any improvements made to the parcel during the course of the lease will be the responsibility of BCC. BCC will return the parcel to the County at the end of the lease with a clean environmental assessment.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

*MWJ*  
INITIALS

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** that The Lenoir County Board of Commissioners approves the lease agreement, which is attached and made a part of this resolution by reference, between the County of Lenoir and Barnhill Contracting (BCC) and be it further resolved that the County Manager is authorized to execute the agreement on behalf of the County of Lenoir.

**AMENDMENTS:**

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

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

Yea Votes: Graham \_\_\_ Davis \_\_\_ Brown \_\_\_ Daughety \_\_\_ Pharo \_\_\_  
Rouse \_\_\_ Sutton \_\_\_

\_\_\_\_\_  
George W. Graham, Jr. Chairman      8/6/12  
Date

\_\_\_\_\_  
ATTEST      8/6/12  
DATE

**STATE OF NORTH CAROLINA**

**COUNTY OF LENOIR**

**THIS LEASE AGREEMENT**, made and entered into this the 6<sup>th</sup> day of August, 2012, by and between The County of Lenoir, P.O. Box 3289, 130 South Queen Street, Kinston, North Carolina, 28502 (hereinafter referred to as the "Owner") and Barnhill Contracting Company, a corporation with the principal office and place of business located at P.O. Box 1529, 2311 N. Main Street, Tarboro, North Carolina 27886 (hereinafter referred to as "BCC").

**WITNESSETH**

That for the rent and consideration and upon the terms herein provided, Owner hereby leases to BCC a parcel of real property, hereinafter referred to as the "property" to be used as an asphalt plant site and storage facility, which is located at 1180 Enterprise Blvd., Kinston, North Carolina, twenty-five (25) acres, plus or minus, of parcel ID 26174 on a sketch attached hereto.

The terms and conditions of this lease are as follows:

1. The term of this lease is for a period of two (2) years beginning on the 6<sup>th</sup> day of August 2012 and expiring on the 5<sup>th</sup> day of August 2014. Sixty days prior to end of lease owner and BCC will discuss extension and by mutual agreement the lease may be extended under terms to be negotiated at that time.
2. As rent for the property, BCC shall pay to the Owner rent, in the amount of Twenty-five Thousand Dollars (\$25,000.00). Payment to be made on or before August 25, 2012.
3. Owner shall pay all property taxes as assessed to the real property. BCC shall pay all personal property taxes assed against all BCC equipment, plant or inventory and improvements installed by BCC.
4. BCC may use and occupy the property for any lawful purpose. Prior to the termination of the lease, BCC shall neatly stockpile all unused stone material for the Owner's future use; grade the rest of the property to drain and seed the leased area. Owner during the period of the lease shall have the right to make inspections of the property and operations at any time.
5. BCC may construct improvements on the property including, without limitations, asphalt plant, paving, loading, unloading, shipping, docking, storage and conveying equipment and facilities, and offices. Prior to termination of the lease BCC shall remove any and all fixtures or equipment installed by it upon the property. BCC may also install drain of size and design approved by the engineer for the purpose of storm water control and ingress and egress. BCC is

responsible for removal and disposal of any and all hazardous materials from the site that was not originally on the site.

6. BCC shall secure and maintain in force, in its name, all permits and licenses required by any governmental body or regulatory agency for the maintenance and operation of the property for BCC's business. BCC agrees to be financially responsible for any and all penalties imposed by the state or any other governmental agency which may be imposed due to their activities.
7. It is agreed and understood that neither BCC nor Owner has any obligation to maintain any insurance of any kind which insures the property or any improvements, fixtures, or equipment which may be located thereon, against hazard, loss or damage of any nature. BCC shall obtain and maintain at its expense insurance specifically for this site and operation with at minimum the following limits: worker's compensation and employer's liability with limits \$500,000.00, comprehensive automobile liability with limits \$1,000,000.00, comprehensive general liability limits of \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate with additional umbrella limits of \$10,000,000.00 including pollution liability coverage and listing owner as an additional named insured.
8. Neither BCC nor Owner shall have any obligation to repair or replace any improvements, fixtures, or equipment located on or which may be hereafter located on the property and which may be damaged, destroyed or rendered partly or wholly unusable on account of accident, weather, fire, flood, or any other act of God, or vandalism, deterioration or any other cause whatsoever.
9. During the term hereof, Owner shall have no obligations to BCC with respect to the property or any improvements, fixtures or equipment thereon with respect to taxes, insurance, maintenance, repair or replacement of damaged, destroyed or deteriorated property, or of any other nature whatsoever, except that Owner will protect and defend their title to the property and BCC's rights hereunder.
10. Owner warrants to and covenants with BCC that they have the right to execute and perform this lease, and that the property is free from all liens and encumbrances.

BCC shall have the right to use and quietly enjoy possession of the property, and that the Owner will warrant and defend the title to the same and BCC's right to the use and enjoyment of the same, against the lawful claims of all persons whomsoever.

11. The happening of any of the following listed events shall constitute a breach of the lease by BCC, and BCC shall be in default hereunder, namely:

- (I) The failure of BCC to make any payment (including rent) herein provided within ten (10) days after notice from the Owner that same is due, or
- (II) The failure of BCC to fully and properly perform any acts required under this lease or to otherwise comply with any terms or

provisions hereof within ten (10) days after notice from Owner that same is required.

12. Upon the happening of any event of default by BCC, Owner may elect to terminate this lease.
13. Upon the termination of this lease or of BCC's right to possession or occupancy of the property as provided in Paragraph 11, hereof, BCC shall promptly render possession of and vacate the property to the Owner within 60 days.
14. Any notice required hereunder is deemed to have been given and received when the same, in writing, is mailed by certified mail, return receipt requested:

To Owner: The County of Lenoir, Attention: Michael W. Jarman,  
County Manager, P.O. Box 3289, Kinston, North Carolina, 28502 (or to such other address as Owner may later designate by notice to BCC in writing given according to the terms hereof).

To BCC: Barnhill Contracting Company, Attention: Carey M. Swann, III, P.O.  
Box 399, Kinston, North Carolina, 28502 (or to such other address as BCC may later designate in writing by notice to Owner according to the terms hereof).

15. To the full extent permitted by law, BCC agrees to defend, indemnify and hold harmless owner and their agents, servants and employees, from and against any claim, cost, expense, or liability (including reasonable attorney's fees), attributable to bodily injury, disease, death, or to damage to or destruction of property (including a loss of use thereof), caused by, arising out of, resulting from or occurring in connection with the performance of activities by BCC, or their subcontractors, agents, servants, employees. Provided, however, BCC's duty hereunder shall not arise if such injury, sickness, disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder.
16. Time is of the essence in this lease, and the lease shall be construed according to the laws of the State of North Carolina. This lease is binding upon and shall inure to the benefit of Owner and BCC and their respective successors or assigns.

**IN TESTIMONY WHEREOF**, the party of the first part has hereunto set their hand and seal, and the party of the second party has caused these presents to be executed in its name by its Vice President, attested by its Assistant Secretary and its Corporate Seal hereto affixed, all by due authority of its Board of Directors heretofore duly given, this day and year first above written.

**OWNER:**

\_\_\_\_\_ (SEAL)

**Michael W. Jarman, County Manager  
The County of Lenoir**

**BARNHILL CONTRACTING COMPANY**

**BY: \_\_\_\_\_**

**Carey M. Swann, III, Vice President**

**ATTEST:**

\_\_\_\_\_

**Charlie E. Gates**

**Assistant Secretary**

**(CORPORATE SEAL)**

**STATE OF NORTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, a Notary Public for said county and state, certify that Michael W. Jarman this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**STATE OF NORTH CAROLINA**

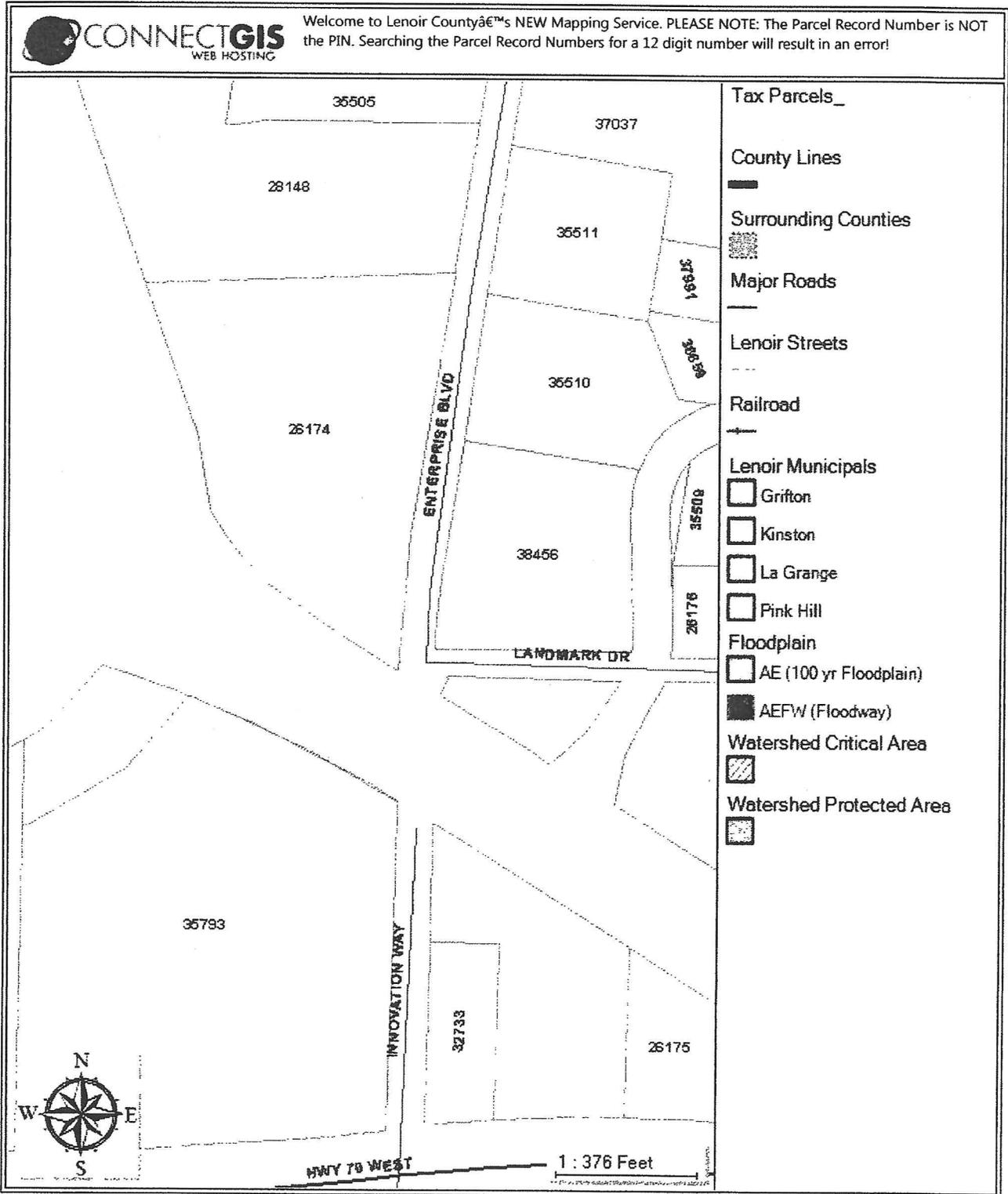
**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, a Notary Public for said county and state, certify that Charlie E. Gates personally came before me this day and acknowledged that he is Assistant Secretary of Barnhill Contracting Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself as its Assistant Secretary.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 8/6/12 **ITEM NO.:** 24

**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>
Lenoir County Transit Advisory Board 1 <sup>st</sup> Appearance	Courtney Boyette	August 2016

**CURRENT VACANCIES:**

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

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

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

**Lenoir County Transit Advisory Board – (1) Eastpointe**

**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>
Lenoir County Transit Advisory Board 1 <sup>st</sup> Appearance	Courtney Boyette	August 2016

**AMENDMENTS:**

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

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

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

Pharo \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham, Jr., Chairman

7/16/12  
Date

\_\_\_\_\_  
ATTEST

7/16/12  
Date



Corporate Office:  
514 East Main Street  
Post Office Box 369  
Beulaville, N.C. 28518  
Administration: 800-613-4002  
Access to Care: 800-913-6109

Kenneth E. Jones, CEO

SENT TO: Telecopier Telephone Number: (252) 559-6454  
(CITY) Agency: Lenoir Co. Advisory Board  
Name of Individual: Application

FROM: effective 7/1/12 EASTPOINTE

Name of Individual: Courtney Begette

Telephone Number: 252-937-8141

DATE OF TRANSMISSION: 7/27/12

TOTAL NUMBER OF PAGES INCLUDING THE COVER PAGE: 5

NOTE: If you do not receive all of the pages indicated or experience transmission difficulty, please call (252) 937-8141 and ask for the Administrative Assistant to the Chief of External Operations.

THE EASTPOINTE FAX NUMBER (252) 443-9574.

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WHEN REQUESTED BY CLIENT MUST BE SHOWN  
AND OR INTERPRETED BY A COMPETENT  
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Administration: 800-513-4002  
 Access to Care: 800-913-6109  
 TTY Service: 888-819-5112

100 South James Street, Box B  
 Goldsboro, NC 27530  
 Fax: (910) 298-7180

2901 North Heritage Street  
 Kinston, NC 28501  
 Fax: (910) 298-7188

PO Box 369  
 Beulaville, NC 28518  
 Fax: (910) 298-7180

July 27<sup>th</sup>, 2012

To Whom It May Concern:

Effective July 1<sup>st</sup>, 2012, I have taken on the role as Community Relations Specialist for Eastpointe LME. I will be covering Lenoir County and the Kinston area. I look forward to working with the local agencies and community stakeholders of Lenoir County and providing input, guidance and direction about the changing mental health system and how to access services.

I am currently working out of the Rocky Mount site and am transitioning from my previous position as Adult Mental Health/Substance Abuse Care Coordinator and Cherry Hospital Liaison. I have a great deal of hands-on experience working with consumers, families, agencies, hospitals/emergency rooms and the correctional system. I hope my experience will be an asset to the Lenoir County Transit Board of Commissioners.

In the next few weeks, I will be moving to the Goldsboro office which will make me more accessible to the Kinston area as I plan to be out in the community as much as possible. In the meantime, please feel free to e-mail me at [cboyette@eastpointe.net](mailto:cboyette@eastpointe.net) or you can also reach me by phone and I have included my contact information below. I will notify you when my phone number and address changes in the near future. Thank you for the great opportunity and I am excited about meeting and working with everyone in Lenoir County.

Courtney H. Boyette, MS  
 Community Relations Specialist - Lenoir Co.  
 Phone (252) 407-2413 - Cell (252) 363-1978  
 Fax (252) 937-6631

**Rocky Mount Site:**  
 500 Nash Medical Arts Mall  
 Rocky Mount, NC 27804

**Goldsboro Site:**  
 100 S. James Street  
 Goldsboro, NC 27530

[cboyette@eastpointe.net](mailto:cboyette@eastpointe.net)

Kenneth E. Jones, MPA  
 Area Director/CEO

An Equal Opportunity/Affirmative Action Employer

Lee Smith  
 Board Chairperson

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# 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:

Lenoir Co. Transit - Eastpointe Representative

(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: Courtney H. Boyette

Address: 108 Cone Street

City/State/Zip: Wilson, NC 27593

Telephone: (Home) 252-263-1478 (Work) 252-407-2413

Occupation: Community Relations Specialist

Business Address: Eastpointe (Food Mart) 1005 James St. Eastpointe NC 27530

Age: (Optional): 33 yrs old

Number hours available per month for this position: flexible

Training: Rehabilitator, Sub Abuse Counseling, Criminal Justice

Business and Civic Experience/Skills: Community Services

Other County Boards/Committees/Commissions presently serving on: Lenoir Co. Council on Aging, Youth Welfare Network, Sub. Abuse Coalition

Expiration date of term: Can serve as long as I am in this role in community (to Lenoir Co.)

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

### CERTIFICATION

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

Courtney H. Boyette, MS  
Signature of Applicant

7/27/12  
Date

10/21/2003 17:47 FAX 513 283 3758

TE/GE CINTI

002/003

**Internal Revenue Service**

Date: October 21, 2003

Eastpointe Human Services  
% William Canupp  
P.O. Box 369  
Beulaville, NC 28519-0369

Department of the Treasury  
P. O. Box 2508  
Cincinnati, OH 45201

Person to Contact:  
Brenda Fox 31-07209  
Customer Service Representative  
Toll Free Telephone Number:  
8:00 a.m. to 6:30 p.m. EST  
877-829-5500  
Fax Number:  
513-283-3758  
Federal Identification Number:  
56-1221055

Dear Sir or Madam:

This is in response to your request of October 21, 2003, regarding your organization's federal tax status.

Our records indicate that your organization may be a governmental instrumentality or a political subdivision of a state.

No provision of the Internal Revenue Code imposes a tax on the income of governmental units (such as states and their political subdivisions). Therefore, it has been the position of the Service that income of governmental units is not generally subject to federal income taxation. If, however, an entity is not itself a governmental unit (or an "integral part" thereof), its income will be subject to tax unless an exclusion or exemption applies.

One exclusion is provided by section 115(1) of the Code, which excludes from gross income:  
"income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Your organization's income may not be subject to tax, either because the organization is a governmental unit (or an "integral part" thereof), or because the income is excluded under section 115. In addition, your organization may also be eligible to receive charitable contributions, which are deductible for federal income, estate, and gift tax purposes. Also, your organization is probably exempt from many federal excise taxes.

Your organization may obtain a letter ruling on its status under section 115 by following the procedures specified in Rev. Proc. 2002-1 or its successor.

Your organization may also qualify for exemption from federal income tax as an organization described in section 501(c)(3) of the Code. If the organization is an entity separate from the state, county, or municipal government, and if it does not have powers or purposes inconsistent with exemption (such as the power to tax or to exercise enforcement of regulatory powers), your organization would qualify under section 501(c)(3). To apply for exemption, complete Form 1023 and pay the required user fee.

TE/GE UNIT

TE/GE UNIT

003/003

-2-

Eastpointe Human Services  
68-1221055

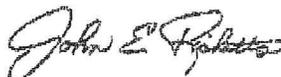
Sometimes governmental units are asked to provide proof of their status as part of a grant application. If your organization is applying for a grant from a private foundation, the foundation may be requesting certain information from your organization because of the restrictions imposed by the Code on such foundations. One such restriction imposes a tax on private foundations that make any "taxable expenditures." Under section 4945(d) and (h) of the Code, "taxable expenditures" include (1) any grant to an organization (unless excepted, unless the foundation exercises "expenditure responsibility" with respect to the grant; and (2) any expenditure for non-charitable purposes. Under section 4942 of the Code, private foundations must also distribute certain amounts for charitable purposes each year--"qualifying distributions"--or incur a tax on the undistributed amount. "Qualifying distributions" include certain amounts paid to accomplish charitable purposes.

Private foundation grants to governmental units for public or charitable purposes are not taxable expenditures under these provisions; regardless of whether the foundation exercises "expenditure responsibility." Under section 53.4945-5(a)(4)(ii) of the Foundation and Similar Excise Tax Regulations, expenditure responsibility is not required for grants for charitable purposes to governmental units (as defined in section 170(c)(1) of the code). Similarly, grants to governmental units for public purposes are "qualifying distributions", under section 53.4942(a)-3(a) of the regulations; and, if they are for charitable purposes, will not be taxable expenditures, under section 53.4945-6(a) of the regulations. Most grants to governmental units will qualify as being for charitable (as well as public) purposes.

Because of these restrictions, some private foundations require grant applicants to submit a letter from the Service determining them to be exempt under section 501(c)(3) and classified as a non-private foundation. Such a letter, or an underlying requirement that a grantee be a public charity, is not legally required to be relieved from the restrictions described above, when the prospective grantee is a governmental unit and the grant is for qualifying (public or charitable) purposes.

We believe this general information will be of assistance to your organization. This letter, however, is not a ruling and may not be relied on as such. If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



John E. Ricketts, Director, TE/GE  
Customer Account Services