

**LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA**  
**MONDAY, NOVEMBER 15, 2010 – TIME: 4:00 P.M.**  
**COMMISSIONERS' MEETING ROOM, LENOIR COUNTY COURTHOUSE**  
**130 S. QUEEN ST., KINSTON, N.C.**

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

**PUBLIC INFORMATION:** Mr. Herman McLawhorn: Update on Veteran Selection  
 Mr. Brantley Uzzell, ABC Board Manager: Introduction/Update

- |     |  |               |
|-----|--|---------------|
| 1.  | <b>Items from Chairman/Commissioners: 10 Min.</b>  | Board         |
| 2.  | <b>Items from County Manager: 5 Min.</b>   | Jarman        |
|     | <b>CONSENT AGENDA: 10 Min.</b>   | <b>ACTION</b> |
| 3.  | Approval of Minutes: Regular Board Meeting: November 1, 2010   | Hall/Jarman   |
| 4.  | Budget Ordinance Amendment: General Fund: Health (Immunization Program State): Increase: \$2,457   | Huff/Martin   |
|     | <b>END OF CONSENT AGENDA</b>   |               |
|     | <b>BUDGET ORDINANCE ADMENDMENT/RESOLUTIONS: 30 Min.</b>  |               |
| 5.  | Budget Ordinance Amendment: General Fund: Sheriff Dept.: \$9,123: Increase   | Smith/Martin  |
| 6.  | Resolution Approving Purchase of (10) Portable Motorola Radio's: \$3,613.30  | Smith/Martin  |
| 7.  | Resolution Approving Purchase of (6) Lenovo Thinkpad Laptop Computers: \$7,502.70  | Smith/Martin  |
| 8.  | Resolution Authorizing the Renewal of Support and Maintenance Agreement for Neverfail for SQL Server: \$3,000  | Dail/Martin   |
| 9.  | Resolution Authorizing Agreement to Host the Save-A-Life Tour  | Kelly/Martin  |
| 10. | <b>A.</b> Resolution Authorizing Acceptance of 21 <sup>st</sup> Century Grant: \$10,610<br><b>B.</b> Budget Ordinance Amendment: General Fund: Finance/COOP Ext.: 21 <sup>st</sup> Century Grant: \$10,610: Increase   | Kelly/Martin  |
| 11. | Resolution Authorizing: Lenoir County to Enter into a Lease Agreement between Johnnie Sheppard and Lenoir County for the use of the Pink Hill Gymnasium and Athletic Fields: \$7,500   | Ellis/Martin  |
| 12. | Resolution Authorizing County Administration to Enter into a Lease Agreement with N.C. Department of Correction  | Jarman/Martin |
|     | <b>APPOINTMENTS: 5 Min.</b>  |               |
| 13. | Resolution Approving Citizens to Boards, Commissions, Etc. 5 Min.  | Hall          |
|     | <b>OTHER ITEMS: 10 Min.</b>  |               |
| 14. | <b>Items from County Manager / County Attorney / Commissioners Public Comments/ Closed Session (if necessary)</b><br><br><b>North Carolina Governor's Volunteer Awards:</b><br><b>Mr. Tate Johnson, Governor's Representative and</b><br><b>Lucy Marston, Tourism Director</b> |               |

**TO:** Chairman and Members of the Board  
**FROM:** Mike Jarman, County Manager  
**DATE:** November 15, 2010  
**SUBJECT:** Items of Interest

1. Bids on Property
2. Letter: November 1, 2010 from Communities in School Re: Teen Court Program Agreement
3. Memo: November 3, 2010 Re: 2010 Kinston Christmas Parade
4. Lenoir County Planning and Inspections Report: October 2010

Picture Number	KC Pin Number	Record Number	Street #	Street Name	Town	Anything on Property	How Acquired	Taxes Owed	Foreclosure Costs	Tax Value	Previous Bid	Current Bid	Recommendation
21.	1928	4525-6442-8586	9302	311	E. Caswell Street	Kinston	No						
41.		4536-0483-3484	7514	1637	Old Ridgeway Dr.	LaGrange	Tax Foreclosure	\$ 449.13	\$ 2,234.08	\$ 3,000.00	\$ 500.00	\$ 600.00	
43.		3557-1672-7639	17291		Hickory Nut Dr.		Tax Foreclosure	\$ 537.87	\$ 1,419.85	\$ 7,100.00	\$ 600.00	\$ 900.00	
							Tax Foreclosure	\$ 379.19	\$ 1,442.36	\$ 4,231.00	\$ 500.00	\$ 900.00	

1/17/22 JTO



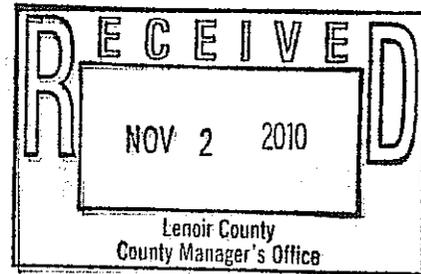
## Communities In Schools

HELPING KIDS STAY IN SCHOOL  
AND PREPARE FOR LIFE

Wayne County

November 1, 2010

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



Subject: Teen Court Program

Dear Mr. Jarman:

You will find a copy of the Teen Court Program Agreement enclosed. Teen Court is funded through the Lenoir County Juvenile Crime Prevention Council allotment provided by the NC Department of Juvenile Justice and Delinquency Prevention. The program has operated in Lenoir County since December, 2001.

The program has continued to operate with excellent outcomes. The collaborative partnership that has worked well allows us to use the courthouse to conduct the hearings, and the sheriff's department assists with security. We feel confident that the program is having a positive impact on the juvenile defendants, their families and the teen volunteers. We ask our clients to write one sentence about their Teen Court experience, and one of our clients last year told us, "After completing this program it has brought me closer to my father and changed my life."

We invite you and the County Commissioners to visit Teen Court. The hearings are held on the first and last Tuesdays of the month (schedule may vary in May and December due to End of Course Tests). Should anyone choose to visit and want to confirm the day and time, our Teen Court office phone number is 523-5576.

Should you have any questions, I will be pleased to answer them for you.

Sincerely,

Sudie Davis  
Executive Director

Enc.

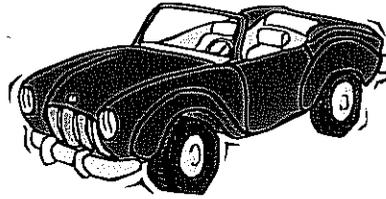
**COMMUNITIES IN SCHOOLS OF WAYNE COUNTY, INC.**

P.O. Box 11557 • Goldsboro, NC 27532-1557 • Tel 919-735-1432 • Fax 919-734-9994 • e-mail: ciswayne@bellsouth.net

RECEIVED

NOV 5 2010

Lenoir County  
County Manager's Office



**TO:** Officials representing Lenoir County Commissioners  
**FROM:** Lea Jeffress  
**DATE:** November 3, 2010  
**SUBJECT:** 2010 Kinston Christmas Parade

On behalf of the Kinston Christmas Parade Committee, you are cordially invited to participate in the Kinston Christmas Parade on Saturday, December 11, 2010 at 10:00 AM in Downtown Kinston.

The Parade route, as well as staging at Grainger Stadium, remains the same as last year. You will need to provide your own transportation - preferably convertible cars.

We encourage using 12" x 24" magnetic signs with your name and title on both sides of the car in which you are riding and additional seasonal decorations.

An announcement will be made when your car arrives in front of Adnet Studio on Queen Street. (They will be televising the Parade.)

We hope you will join us on December 11th. Please RSVP to 560-6316 or you may email me at [leajeff@suddenlink.net](mailto:leajeff@suddenlink.net).



**LENOIR COUNTY  
PLANNING & INSPECTIONS DEPARTMENT**

PO BOX 3289  
101 NORTH QUEEN STREET  
KINSTON, NC 28502  
PHONE: 252-559-2260  
FAX: 252-559-2261



**LENOIR COUNTY INSPECTIONS  
PERMIT/INSPECTION REPORT**

**OCTOBER 2010**

**PERMITS ISSUED: 124**

**PERMITS VALUE: \$2,192,615**

**PERMIT FEES: \$ 10,564**

**SINGLE FAMILY DWELLINGS: 3**

**MOBILE HOMES: 8**

**COMMERCIAL: 2**

**ADDITIONS: 6**

**ELECTRICAL: 45**

**PLUMBING: 13**

**MECHANICAL: 34**

**OTHER: 13**

**TOTAL INSPECTIONS: 180**

Lenoir County  
 PERIODIC REPORT OF ISSUED PERMITS (GROUPED BY REPORT CODE)

Printed: 11-01-2010

Code	Prms	[Designated period: 10/01/10 to 10/31/10]		[Prior period: 10/01/09 to 10/31/09]	
		Valuation	Fees Paid	Valuation	Fees Paid
<b>NEW RES. HOUSEKEEPING - LENOIR COUNTY</b>					
* Single Family Houses Detached	1	332,000.00	741.00	1	3
* Single Family Houses Attached	102B	.00	.00	0	0
* 2 Family Building	103B	.00	.00	0	0
* 3 and 4 Family Buildings	104B	.00	.00	0	0
* 5 or More Family Buildings	105B	.00	.00	0	0
* TOTAL INFORMATION 101-105	109B	.00	.00	0	0
<b>NEW RESIDENTIAL NON-HOUSEKEEPING BL:</b>					
* Hotels, Motels & Tourist Cabins	213B	.00	.00	0	0
* Other Non-Housekeeping Shelter	214B	.00	.00	0	0

<b>NEW NON-RESIDENTIAL BUILDINGS:</b>					
* Amusement, Social, & Recreational	318B	.00	.00	0	0
* Churches & Other Religious	319B	.00	.00	0	0
* Industrial	320B	724,990.84	1,913.00	2	1
* Prkng Garages (Blds & Open Decked)	321B	.00	.00	0	0
* Service Stations & Repair Garages	322B	.00	.00	0	0
* Hospitals & Institutional	323B	.00	.00	0	0
* Offices, Banks, & Professional	324B	.00	.00	0	0
* Public Works & Utilities	325B	.00	.00	0	0
* Schools & Other Educational	326B	.00	.00	0	0
* Stores & Customer Services	327B	.00	.00	1	1
* Other Non-Residential Bldgs	328B	.00	.00	0	0
* Structures Other than Buildings	329B	.00	.00	0	0

<b>ADDITIONS, ALTERATIONS, &amp; CONVERSION</b>					
* Residential	434B	257,000.00	578.00	5	6
* Non-Residential & Non-Housekeeping	437B	90,000.00	225.00	1	0
* Adds of Res. CP/Garages (Atch/Detc)	438B	.00	.00	0	0
<b>DEMOLITIONS AND RAZING OF BUILDINGS:</b>					
* Single Family Houses (Atch/Detach)	645B	.00	.00	0	0
* 2 Family Buildings	646B	.00	.00	0	0
* 3 & 4 Family Buildings	647B	.00	.00	0	0
* 5 or More Family Buildings	648B	.00	.00	0	0
* All Other Buildings and Structures	649B	.00	.00	0	0

TOTALS FOR PERMITS THIS PAGE	9	1,403,990.84	3,457.00	9	11	10,937,600.00	2,867.00	0
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Lenoir County  
 PERIODIC REPORT OF ISSUED PERMITS (GROUPED BY REPORT CODE)

Printed: 11-01-2010

Designated period:	10/01/10 to 10/31/10		[Prior period:		10/01/09 to 10/31/09]			
	Code Prms	Valuation	Fees Paid	Units	Prms	Valuation	Fees Paid	Units
MOBILE/MODULAR OFFICE/CLASSROOM	740B	.00	.00	0	0	.00	.00	0
*MODULAR CLASSROOM	750B	.00	.00	0	0	.00	.00	0
*MODULAR OFFICE	730B	.00	.00	0	0	.00	.00	0
ELECT./PLUMB/HEAT/A/C/INS/TEMP POLE:								
*ELECTRICAL	800B	64,350.00	2,305.00	44	41	60,836.00	2,218.00	0
*PLUMBING	810B	14,000.00	660.00	13	10	15,000.00	564.00	0
*HEATING/ AIR CONDITIONING	820B	248,700.00	2,100.00	34	33	116,303.00	2,082.00	0
*INSULATION	830B	7,590.00	200.00	4	12	24,730.00	604.00	0
*TEMPORARY POLE	840B	500.00	50.00	1	3	2,000.00	150.00	0
RESIDENTIAL ACCESSORY STRUCTURES								
*STORAGE/PORCHES/PATIOS/DECKS	900B	.00	.00	0	0	.00	.00	0
MISCELLANEOUS:								
*CHANGE OF OCCUPANCY	910B	26,000.00	25.00	0	0	.00	.00	0
*INSPECT DWELLING	920B	.00	.00	0	0	.00	.00	0
*TENTS	930B	.00	.00	0	0	.00	.00	0
*SATELLITE DISH	940B	.00	.00	0	0	.00	.00	0
*AWNING	950B	.00	.00	0	0	.00	.00	0
*EXTRA INSPECTIONS	960B	5,500.00	430.00	7	7	3,550.00	800.00	0
*FIRE PROTECTION SPRINKLER SYSTEM	966B	.00	.00	0	0	.00	.00	0
*MOVING DWELLING ONLY	970B	.00	.00	0	0	.00	.00	0
*SIGN	980B	.00	.00	0	0	.00	.00	0
*FIREWORKS	985B	.00	.00	0	0	.00	.00	0
*SWIMMING POOL	990B	.00	.00	0	0	.00	.00	0
*TANKS	995B	.00	.00	0	0	.00	.00	0
MOBILE HOMES								
*SINGLE WIDE MOBILE HOME	700B	71,450.00	700.00	7	4	24,500.00	700.00	0
*DOUBLE WIDE MOBILE HOME	710B	97,034.00	125.00	1	1	20,000.00	125.00	0
*MODULAR HOME	720B	253,500.00	512.00	2	0	.00	.00	0

TOTALS FOR PERMITS ABOVE (incl. pg 1)  
 Totals of other permits in the period

124	2,192,614.84	10,564.00	122	122	11,204,519.00	10,110.00	0
124	2,192,614.84	10,564.00	122	122	11,204,519.00	10,110.00	0

This Report was printed on Monday, November 01, 2010

Item Totals for Inspector ID

Lenoir County

GO	91
GO VW	7
VW	80
VW/DR	1
VW/GO	1

180 Entries for Inspector ID

STATISTICAL REPORT -

	<----- Inspections ----->				-----> Re-Inspections ----->				Based On #
#ACTIVITIES	INSPECTIONS	PASSED	CORRECTIONS	RE-INSPECTIONS	PASSED	CORRECTIONS	RE-INSPECTIONS	RE-INSPECTIONS REQUIRED	ACTIVITIES
180	156	124	32	24	14	10	42	42	
	%INSPECTIONS	%PASSED	%CORRECTIONS	%RE-INSPECTIONS	%PASSED	%CORRECTIONS	%RE-INSPECTIONS	REQUIRED	
	87	79	21	13	57	42		23	

**MINUTES**  
**LENOIR COUNTY BOARD OF COMMISSIONERS**  
**November 1, 2010**

The Lenoir County Board of Commissioners met in open session at 9:00 a.m. on Monday, November 1, 2010 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 Claude Stroud and Commissioners, Jackie Brown, Reuben Davis, Chris Humphrey, Tommy Pharo, and Linda Rouse Sutton.

Members absent:

Also present were: Michael Jarman, County Manager, Tommy Hollowell, Assistant County Manager, Martha Martin, Finance Officer, Robert Griffin, County Attorney; and members of the general public and the news media.

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

**PUBLIC INFORMATION**

Mr. Mike Tribula and Mr. Eric Cantu addressed the Board regarding the "Tribute to America's Veterans 10<sup>th</sup> Anniversary" Veteran's Day Weekend. The Salute theme is Women of the Uniformed Services. Mr. Tribula extended the Board an invitation to attend the November 5-7, 2010 Veterans Day Services. Mr. Cantu expressed his appreciation in helping to honor Kinston-Lenoir County Veterans throughout the year. The Board thanked Mr. Tribula for the invitation.

Mr. Russell Rhodes, Lenoir County Transportation Chairman, addressed the Board. Mr. Rhodes asked the Board to support a Resolution in objection to the NC11 Eastern Kinston Bypass Feasibility Study (FS-0802A) proposed new traffic signal at all possible intersections of the proposed NC11 Bypass and US 70 (East New Bern Road). Mr. Rhodes stated the Board of Commissioners has endorsed a pilot project to remove a traffic signal from the current intersection of NC 11 and US 70 at an estimated cost of \$12 million. Mr. Rhodes requested the Board approve the feasibility study as presented with an objection to the proposed new traffic signal on US 70 (New Bern Rd.). Upon a motion by Mr. Pharo and a second by Ms. Brown, the Board approved the request as presented.

Mr. Rhodes presented the Board with a Resolution in support of an additional access onto the Main campus of Lenoir Community College (LCC) on NC 58. Mr. Rhodes stated LCC's Board of Directors have approved and support a North Carolina Department of Transportation (NCDOT) Municipal and School Transportation Assistance Branch Proposal for one additional access to the college on NC 58 south of the current access, retaining the current NC 58 access, closing the median opening in front of the former Adam's Concrete facility on US 70, modifying the US 70 median opening at LCC's US 70 entrance as the five year construction plan requires. Upon a motion by Ms. Sutton and a second by Mr. Pharo, the Board approved the request as presented.

The Transportation Committee has created a US 70 Access Management Priority List. The following items have the full support of the committee: 1. Construct NC 11/ NC 55 (Skinner Bypass) Square Loop Interchange – Including all access management treatments from the Neuse River to the Tabernacle Church on US70; 2. Implement East Washington to Willie Measley Road improvements, including a square loop interchange at Willie Measley Road; and 5. Implement the Lenoir Community College access management alterations between NC 58 and the College’s US70 access. The committee has trouble fully endorsing 3. Construct Eason Road Interchange and access improvements and 4. Install access management improvements (i.e., median opening alterations, intersection treatments, etc.) along US 70 from West to East, between Willie Measley Road and Eason Road without full disclosure from NCDOT on what type of improvements will be made. Mr. Rhodes asked the Board to support Items 1, 2 and 5 as presented and support Items 3 and 4 upon further disclosure to the Transportation Committee of potential improvements. Upon a motion by Mr. Davis and a second by Ms. Sutton, the US 70 Access Management List was approved as presented.

**ITEMS FROM THE CHAIRMAN/COMMISSIONERS** - No comments were made.

**ITEMS FROM THE COUNTY MANAGER**

Item No. 2 was Items from the County Manager. No items were discussed.

**CONSENT AGENDA**

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

- |    |  |                |
|----|--|----------------|
| 3. | Approval of Minutes: Regular Board Meeting: October 18, 2010                                   | Hall/Jarman    |
| 4. | Resolution Approving Releases and Refunds to the Individuals Listed Herein                     | Parrish/Martin |
| 5. | Budget Ordinance Amendment: Finance/Sheriff’s Department: \$269: Increase                      | Jarman/Martin  |
| 6. | Budget Ordinance Amendment: General Fund: DSS: \$818: Increase                                 | Jones/Martin   |
| 7. | Budget Ordinance Amendment: Capital Improvements Fund: Economic Development: \$1,196: Increase | Ellis/Martin   |

**BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS**

Item No. 8 was a Budget Ordinance Amendment: General Fund: Board of Elections: \$14,030: Increase. Ms. Dana King, Board of Elections Director, addressed the Board. Ms. King stated the amendment appropriates funds from the 2010 HAVA Grant that were accepted by the Board on October 4<sup>th</sup> - \$11,456 and October 18<sup>th</sup> - \$2,574. These funds will be used to upgrade each precinct for voter accessibility, to assist in paying workers at the One Stop sites and to assist in paying rent and utilities on the building used for the One Stop voting. These funds will be on a reimbursement basis. Upon a motion by Ms. Sutton and a second by Mr. Stroud, Item No. 8 was unanimously approved.

Item No. 9 was a Resolution Authorizing a Purchase Order for the Board of Elections: Print Elect: \$2,574. Ms. King stated the resolution authorizes the expenditure of the HAVA Grant funds received from the State Board of Elections that was requested and accepted at the October 18<sup>th</sup> Board Meeting. Upon a motion by Ms. Sutton and a second by Mr. Stroud, Item No. 9 was unanimously approved.

Item No. 10 was a Resolution Authorizing a Purchase Order for the Board of Elections: Print Elect: \$2,971.50. Ms. King stated the resolution authorizing the purchase of iVotronic voting machine paper and printer pack paper for the Board of Elections. Upon a motion by Ms. Sutton and a second by Mr. Stroud, Item No. 10 was unanimously approved. Mr. Graham asked Ms. King if the Board of Elections (BOE) was ready for voter turn-out on November 2<sup>nd</sup>. Ms. King stated BOE is ready for elections. Several local voters recently spoke out about issues with the electronic voting machines in which they pushed a button for one candidate, and when they checked their ballot, saw the name of the opposing candidate. Ms. King stated she has personally checked 144 electronic voting machines and was unable to duplicate the concerns voiced by recent early voters. Ms. King stated she will be making a #2 pencil available at each voting machine so citizens may use the rubber end of the pencil to cast their ballots. Ms. King urged voters to check all of their choices before casting their votes — the machines allow users to go back and change any choice if they desire. Also, every machine requires each voter to review their ballots before the ballot is cast. The Board thanked Ms. King for the hard work her department has provided this election season.

Item No. 11 was a Resolution Authorizing the Issuance of a Purchase Order to Power BackUPS and Solutions, Inc. for Purchase and Installation of UPS Batteries. Mr. Joey Bryan, MIS/Transit Director, addressed the Board. Mr. Bryan stated Lenoir County has the majority of its servers and phone systems located in the Computer room on the basement floor of the courthouse. These systems are mission critical and are protected by a UPS system as well as a backup generator system. The batteries have failed on the UPS and need to be replaced. We had a recent outage that took down the counties computer system for over 5 hours due to UPS failure. These batteries have not been replaced in over 9 years and are currently unable to hold the equipment up even for a minor blip in voltage requirements. Upon a motion by Mr. Pharo and a second by Mr. Humphrey, Item No. 11 was unanimously approved.

Item No. 12 was a Budget Ordinance Amendment: Emergency Telephone Fund: Emergency Medical Services: \$123,116: Increase. Ms. Martin stated the amendment appropriates a portion of the E-911 Fund Balance to cover the cost of equipment that was budgeted and ordered in FY 09-2010, but was not received until FY 10-11. Headsets were ordered from Gately Communications for \$1,062.75, but were not received until September 2010. The E-911 Viper Positron Upgrade was ordered from Century Link in the amount of \$122,052.71, and was approved by the Board on February 15, 2010. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 12 was unanimously approved.

Item No. 13 was a Budget Ordinance Amendment: Employee Insurance Fund: Employee Insurance: \$230,000: Increase. Ms. Martin stated the amendment appropriates an insurance refund check received on October 27, 2010 for \$228,844.79; this is the result of the County's Stop Loss Insurance being activated. Upon a motion by Mr. Davis and a second by Ms. Sutton, Item No. 13 was unanimously approved.

Item No. 14 was a Resolution Approving Purchase of Eight (8) 2011 Ford Crown Victoria's: \$165,168. Major Chris Hill of the Lenoir County Sheriff's Department addressed the Board. Mr. Hill stated each year the Sheriff's Office purchases (8) Ford Crown Victoria's to replace patrol vehicles that are approaching or have exceeded 125,000 miles. The Ford Crown Victoria is

essentially the all-around workhorse vehicle for law enforcement. These vehicles provide good storage capabilities, safety, and superior handling during high speed situations. Most of the Sheriff's motor fleet is Ford Crown Victoria's. The North Carolina contract for automobiles was finalized in October. Capital Ford in Raleigh, N.C. was awarded the contract for the distribution of these vehicles. The negotiated contract base price for each vehicle is \$20,646. The Sheriff's Office has solicited bids from local car dealers in the past but none have ever offered a more competitive bid than the negotiated state contract price. The Sheriff respectfully requests the Board of Commissioners to permit the Sheriff to execute a purchase order with Capital Ford for the purchase of eight (8) 2011 Ford Crown Victoria's. Upon a motion by Mr. Stroud and a second by Ms. Sutton, Item No. 14 was unanimously approved.

Item No. 15 was a Resolution Approving the Purchase and Installation of Six Radios with Option for Two (2) Additional Radios for Lenoir County Transit (LCT) Vehicles Utilizing Funds from the American Recovery and Reinvestment Act (ARRA) of 2009: \$5,570. Mr. Bryan stated On May 4, 2009, a resolution was approved by the Board approving the American Recovery and Reinvestment Act (ARRA) of 2009 Application for FY 2009-2011. The ARRA provided funds to allow Transit Systems to apply for grants for mobile radios for vehicles. On August 31, 2010, Request for Bids was sent to vendors in Lenoir and other counties. The Request for Bids was advertised in the local paper, a minority owned paper and the State of NC Purchase and Contract Interactive Purchasing System. Twenty-two solicitations for bid packages were sent to vendors; bids were returned by September 17, 2010. Approval for the radio purchase and installation by Radio One Communications Service Company was approved by NCDOT Public Transportation Division on October 20, 2010. Lenoir County Transit will be able to utilize these ARRA funds for purchase of these six radios with the option for two additional radios for the LCT vehicles in the amount of \$5,570. Upon a motion by Ms. Sutton and a second by Mr. Davis, Item No. 15 was unanimously approved.

**APPOINTMENTS**

Item No. 16 was a Resolution Appointing Citizens to Boards, Commissions, Etc. Items were tabled due to first appearance.

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
<b>Lenoir Memorial Hospital Board of Directors</b> 1 <sup>st</sup> Appearance	Oscar "Skip" Greene (Primary) Leslie Reynolds (Primary) <b>Re-Appointments</b>  Loren Edwards (Alternate) Laddie Crisp (Alternate)	November 2014

**CURRENT VACANCIES**

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

## CLOSED SESSION

Upon a motion by Ms. Brown and a second by Ms. Sutton, and unanimous approval, closed session was entered at approximately 9:30 a.m. and the following cited: Number four (4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by Lenoir County. Mr. Mark Pope, Economic Development Director addressed the Board regarding an economic development project. The Board took no action during closed session. Upon a motion by Mr. Graham and a second by Mr. Stroud, the Board moved out of closed session at 9:40 a.m.

## OPEN SESSION AND ADJOURNMENT

Upon a motion by Ms. Brown and a second by Ms. Sutton Open Session re-convened at 9:40 a.m. Mr. Pope presented the Board with a Resolution Approving Economic Development Grant Agreement: (E.I. DuPont De Nemours & Company): \$50,000. Mr. Pope stated DuPont has maintained a presence in Lenoir County since 1950. In 2005 the company selected the Kinston Plant to expand its \$55 million Sorona® Polymer project. It is important the County accommodate this project's expansion needs to insure they remain in Lenoir County. DuPont current employs 70 full time employees and contract employees will a full work force of 200 employees. As with previous grants, this grant will be performance-based. In the event that the owner is unable to meet the total investment goals, the grant will be prorated based upon the actual investment. Upon a motion by Mr. Davis and a second by Ms. Sutton, the Board approved the Economic Development Agreement with DuPont: \$50,000. With no further comments the Board adjourned at 9:48 a.m.

Respectfully submitted,



Lashanda A. Hall  
Clerk to the Board

Reviewed By



Michael W. Jarman  
County Manager



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

FY 2010 -2011  
 Appropriations

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

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
GENERAL	HEALTH	VARIOUS
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		Check One Box 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>
<u>Immunization Action Plan(State)</u>		<u>Immunization Medical Supplies</u>
10-3516-3302	2,457.00	10-5114-2390 2,457.00
Total	\$ 2,457.00	Total \$ 2,457.00

**Reason and Justification for Request:**  
 Additional State Funding from Immunization Branch to help clinic improve its capability to provide immunization services.

Department Head Approval	Date	Finance Officer Approval	Date
<i>[Signature]</i>	11/8/10	<i>Manda N. Matis</i>	11-9-2010
Budget Officer Approval	Date		
<i>[Signature]</i>	11/10/10		
Board Approval (When Applicable)	Date	Date of Minutes	



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

FY 2010 - 2011  
 Appropriations

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

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION	
GENERAL	SHERIFF	10-3432-2100 SCAAP - SHERIFF	10-4310-3980 SCAAP EXPENSES
<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>	
10-3432-210 SCAAP - SHERIFF	9,123.00	10-4310-3980 SCAAP EXPENSES	9,123.00
Total	9,123.00	Total	9,123.00

**Reason and Justification for Request:**

TO BUDGET ADDITIONAL FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, FOR THE STATE CRIMINAL ALIEN ASSISTANCE PROGRAM (SCAAP). THESE FUNDS ARE AWARDED TO LENOIR COUNTY 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 MISDEMEANORS 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>WE Smit</i>	11/9/10	<i>Marta A. Marta</i>	11/9/10
Budget Officer Approval	Date		
<i>Maria W. Harmon</i>	11/10/10		
Board Approval (When Applicable)	Date	Date of Minutes	

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 11/15/10 **ITEM NO.** 6

Resolution Approving Purchase of (10) Portable Motorola Radio's: \$3,613.30

**SUBJECT AREA:** FINANCIAL

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute a purchase order with Gately Communications to purchase (10) portable Motorola radio's.

**HISTORY / BACKGROUND:**

The Lenoir County jail staff utilizes portable Motorola VHF radios to facilitate communications within the two jails. These radios are used 24/7 by the staff resulting in accelerated wear and tear. Gately Communications has previously provided these types of radios for the detention center.

**EVALUATION:**

Gately Communications is a Motorola equipment sales and repair business located in Kinston. These radios are relatively inexpensive but are a vital part of the jail's communication system. Over time some of these radios have become inoperative from daily usage. The total cost of each radio (which includes an extra rechargeable battery, programming, and carrying case) is \$361.33 or a combined total of \$3613.30. The Sheriff's Office intends to purchase these radios utilizing SCAAP funding. SCAAP funds (federal reimbursement) must be used exclusively for various jail related items.

The Sheriff respectfully requests that he be permitted to execute a purchase order with Gately Communications for the purchase of (10) portable Motorola radios.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
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 Gately Communications for the purchase of (10) Motorola portable radios.

Gately Communications----- \$3,613.30

Funding Account #: 10-4310-3980                      \$3613.30

**AMENDMENTS:**

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

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

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

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham, Jr. Chairman                      11/15/10  
Date

\_\_\_\_\_  
ATTEST                      11/15/10  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 11/15/10 **ITEM NO.** 7

Resolution Approving Purchase of (6) Lenovo Thinkpad Laptop Computers: \$7,502.70

**SUBJECT AREA:** FINANCIAL

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute a purchase order with Gately Communications to purchase (6) Lenovo Thinkpad laptop computers.

**HISTORY / BACKGROUND:**

Each Lenoir County Sheriff's patrol car is equipped with an in-car laptop computer. These computers allow the officer to access various local, state, and federal databases to retrieve information about persons and vehicle's they come in contact with. These computers also allow deputies to complete incident reports and transmit them wirelessly to the courthouse. This alone keeps the patrol officer in the field allowing him more time to serve civil process documents, answer calls, or follow-up on pending investigations. The Sheriff's Office currently uses both Gateway and Lenovo laptop computers. All of the computers have been purchased through Gately Communications.

**EVALUATION:**

The Sheriff's Office currently utilizes both Gateway and Lenovo computers in patrol cars. Vibration, dust, moisture, heat and cold makes for a hostile environment for computers. As such several of the Sheriff's Office computers are damaged beyond repair and must be replaced. The Lenovo computers have been found to be more durable than the Gateway computers. The Sheriff's Office has been purchasing laptop computers through Gately Communications for the past several years. The cost of each Lenovo laptop computer is \$1250.45, which includes programming & configuration, USB connectors, power adapters for vehicles, and installation. The Sheriff will utilize civil process funding to facilitate the purchase of these computers. Civil process funds are derived from the fee's collected for the service of civil papers.

The Sheriff respectfully requests that he be permitted to execute a purchase order with Gately Communications for the purchase of (6) Lenovo Thinkpad laptop computers.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
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 Gately Communications for the purchase of (6) Lenovo Thinkpad laptop computers.

Gately Communications----- \$ 7,502.70

Funding Account #: 10-4310-3970                      \$ 7,502.70

**AMENDMENTS:**

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

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

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

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham, Jr. Chairman                      11/15/10  
Date

\_\_\_\_\_  
ATTEST                      11/15/10  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 11/15/10 **ITEM NO.:** 8

**RESOLUTION AUTHORIZING THE RENEWAL OF SUPPORT & MAINTENANCE  
AGREEMENT FOR NEVERFAIL FOR SQL SERVER: \$3,000**

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

Authorize the renewal of the Neverfail Support & Maintenance for SQL Server bundle in the amount of \$3,000.00 from budget line 24-4320-6900.

**HISTORY/BACKGROUND:**

Contract is for the support and maintenance of the Neverfail SQL server software. The Neverfail SQL server provides a critical service in the day-to-day operations of the Computer Aided Dispatch software for the Communications Division. This software allows the dual CAD servers to run in mirror mode, thereby ensuring that in the event of the primary CAD server having a critical failure, the backup server would assume running CAD with no interruption in service to the Telecommunicators. This also ensures that there is no lapse in the service that is currently provided to the citizens of Lenoir County.

**EVALUATION:**

Contract is necessary for the proper function of the Neverfail SQL server, which allows the CAD servers in the Communications Center, to run in mirror mode. This equipment serves all our emergency service agencies; therefore, this software must be maintained on a daily basis.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that: the renewal of the Support and Maintenance of the Neverfail SQL Server Bundle at a cost of \$3,000.

Account No.: 24-4320-6900

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_ Humphrey \_\_\_\_\_  
Pharo \_\_\_\_\_ Stroud \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham Jr., Chairman      11/15/10  
Date

\_\_\_\_\_  
ATTEST                      11/15/10  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 11/15/10 **ITEM NO.:** 9

Resolution Authorizing Agreement to Host the Save-A-Life Tour

**SUBJECT AREA:** Community Development

**ACTION REQUESTED:**

Authorization for 4-H Program to host the Save-A-Life Tour Educational Van, \$4,500 fee for the 6 hour program.

**HISTORY/BACKGROUND:**

The Save-A-Life Tour Van is a drinking and driving simulator that gives student participants a completely realistic, sober perspective on the effects of driving while intoxicated. With massive tour posters on display, high intensity videos rolling on huge monitors, instructors engage student participants. It has been said that "No one who experiences the Save-A-Life Tour will leave unaffected." Lenoir County has announced his commitment to saving and educating teens through the implementation of a zero tolerance policy. This activity will supplement current prevention and character education for our teens. Research states that youth participating in 4-H Educational programs are over 50% less likely to experiment with drugs and alcohol.

**EVALUATION:**

Decrease in teenage drinking. Student understanding of the impact drinking and driving has on personal health and the entire community.

**MANAGER'S RECOMMENDATION:**

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that Lenoir County Cooperative Extension be authorized to contract with the Save-A-Life Tour Van to provide on site education and simulation to Lenoir County teens via the 4-H All Stars Program. Authorized signature of the county manager needed on contract as well as authorization to submit a Purchase Order to pay for covered service.

Funding Source: 10-4201-6037

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Sutton \_\_\_\_\_

Graham \_\_\_\_\_ Humphrey \_\_\_\_\_ Pharo \_\_\_\_\_ Stroud \_\_\_\_\_

\_\_\_\_\_  
George Graham, Chairman

11/15/10  
Date

\_\_\_\_\_  
ATTEST

11/15/10  
DATE

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 11/15/10 **ITEM NO.:** 10A

Resolution Authorizing Acceptance of 21<sup>st</sup> Century Grant: \$10,610

**SUBJECT AREA:** Community Development

**ACTION REQUESTED:**

Authorization for 4-H Program to accept \$10,610.00 to provide 4-H After-School Program and supplies.

**HISTORY/BACKGROUND:**

4-H currently provides After-School Educational programming in the areas of Health and Nutrition, Character Education and Substance Abuse Prevention. The 21<sup>st</sup> Century Learning Center Grant requested like services from our 4-H All-Stars Staff. 4-H All-Stars Staff will provide programming 3 afternoons per week as well as curriculum and supplies for the amount of \$10,610.

**EVALUATION:**

Pre and Post Test will be administered to student participants in order to determine learned behavior change and impacts of the 4-H programming efforts.

**MANAGER'S RECOMMENDATION:**

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that Lenoir County Cooperative Extension be authorized to contract with the 21<sup>st</sup> Century Learning Center grant to provide 4-H After-School programming in the amount of \$10,610.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Davis \_\_\_\_\_ Sutton \_\_\_\_\_

Graham \_\_\_\_\_ Humphrey \_\_\_\_\_ Pharo \_\_\_\_\_ Stroud \_\_\_\_\_

\_\_\_\_\_  
George Graham, Chairman      11/15/10  
Date

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
DATE

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: FINANCE/COOP EXT-21ST CENTURY GRANT: \$10,610. INCREASE



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

FY 2010 - 2011  
 Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		FINANCE/COOP EXT: 21ST CENTURY LEARNING CTR G		Various	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>			<b>Check One Box</b> New Appropriation: <input type="checkbox"/> Line Item Transfer: <input checked="" type="checkbox"/>		
<b>REVENUES</b>			<b>EXPENDITURES</b>		
Account # and Title		Amount	Account # and Title		Amount
<u>INCREASE</u>			<u>INCREASE</u>		
10-3329-3628	GRANT-COOP EXP-21ST CENTURY	10,610.00	10-4201-6037	COOP EXT-21ST CENTURY-GRANT	10,610.00
Total		10,610.00	Total		10,610.00

**Reason and Justification for Request:**

BUDGET AMENDMENT TO APPROPRIATE GRANT FUNDS FROM THE 21ST CENTURY LEARNING CENTER GRANT. THESE FUNDS WILL BE USED IN THE AREAS OF HEALTH AND NUTRITION, CHARACTER EDUCATION AND SUBSTANCE ABUSE PREVENTION. THESE FUNDS WILL BE ON A REIMBURSEMENT BASIS.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Mattha H. Marti</i>	<i>11/12/10</i>	<i>Mattha H. Marti</i>	<i>11/12/10</i>

Budget Officer Approval \_\_\_\_\_ Date \_\_\_\_\_

Board Approval ( When Applicable) \_\_\_\_\_ Date \_\_\_\_\_ Date of Minutes \_\_\_\_\_

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 11/15/10 **ITEM NO.** 11

Resolution Authorizing: Lenoir County to Enter into a Lease Agreement between Johnnie Sheppard and Lenoir County for the use of the Pink Hill Gymnasium and Athletic Fields: \$7,500

**SUBJECT AREA:** Community Development

**ACTION REQUESTED:**

The Board is requested to enter into a lease for one (1) year and a day between Johnnie Sheppard and wife and Lenoir County for the use of the Pink Hill gym and athletic fields in the amount \$7,500.00.

**HISTORY/BACKGROUND:**

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

**EVALUATION:**

Kinston-Lenoir County Parks and Recreation request the Board approve the lease agreement as presented in the attached document.

**MANAGER'S RECOMMENDATION:**

Respectfully Recommend Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the board enter into a lease agreement for one (1) year and a day between Johnnie Sheppard and wife and Lenoir County for the use of the Pink Hill gym and athletic fields in the amount \$7,500.00.

**AMENDMENTS:**

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

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

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

Humphrey \_\_\_\_\_ Stroud \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham, Jr. Chairman      Date      11/15/10

\_\_\_\_\_  
ATTEST      11/15/10  
Date

NORTH CAROLINA

LENOIR COUNTY

Lease Agreement

THIS LEASE AGREEMENT (hereinafter the "Agreement") made and entered into this \_\_\_\_\_ day of August, 2010, by and between JOHNNIE D. SHEPPARD and wife, DANITA SHEPPARD (hereinafter "Landlord") and COUNTY OF LENOIR (hereinafter "Tenant").

W I T N E S S E T H:

THAT WHEREAS, Landlord is the owner of certain real property being, lying and situated in Lenoir County, North Carolina, such real property having a street address of \_\_\_\_\_, Pink Hill, NC 28572, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Premises"); and,

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and,

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. Landlord leases to Tenant and Tenant leases from Landlord the Premises together with any and all appurtenances thereto, for a term of one (1) year and one (1) day. The Term shall commence on the date that Landlord takes fee simple title to the Premises as evidenced by the recordation of a deed from the Lenoir County Board of Education (the "Commencement Date" and shall conclude at 11:59 PM on the date being one (1) year and one (1) day from the Commencement Date. In the event that Landlord does not acquire fee simple title to the Premises within Ninety (90) days from the date of this Lease Agreement, then this Lease Agreement shall be null and void, and neither party shall have any rights, duties or obligations to the other party relating to this Lease Agreement or the Premises.

2. RENT. The total rent for the term hereof is the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) payable on the 1st day of each month of the term, in equal installments of SIX HUNDRED TWENTY-FIVE DOLLARS (\$625.00), first and last installments to be paid upon the due execution of this Agreement, the second installment to be paid Thirty (30) days from the date of commencement. All such payments shall be made to Landlord on or before the due date and without demand.

3. OPTION TO ACQUIRE TITLE. In consideration of this Lease Agreement and the mutual obligations set forth herein, and of Ten Dollars (\$10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby grants to Tenant the right and option to acquire fee simple title to the demised premises upon expiration of the term. The purchase price to be paid by Tenant to Landlord upon exercise of said option shall be the sum of \$1.00, and the conveyance of the demised premises to the Tenant pursuant to the exercise of the herein granted option shall be considered to be a charitable contribution to Tenant. In order to exercise this option, Tenant must provide written notice to Landlord prior to the expiration of the term. Landlord will convey title by special warranty deed, subject to easements, rights of way, and restrictions of record, if any, and a pro rata share of the current year's ad valorem property taxes. Landlord shall be responsible for the expense of deed preparation, and Tenant shall be responsible for all other expenses related to the transfer of fee simple title including, but not limited to, a boundary survey of the Premises.

4. DAMAGE DEPOSIT. Landlord shall not require any damage deposit from Tenant.

5. USE OF PREMISES. The permitted use of the Premises shall be: Public parks and recreation ("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purpose of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use of

Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and orderly condition (including regular grass-cutting), free from any objectionable noises, loud music, objectionable odors or nuisances.

6. CONDITION OF PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and accepts same in its current condition with no obligation on the part of the Landlord make any repairs thereto.

7. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, subletting or license shall not be deemed to be a consent to any subsequent assignment, subletting or license. An assignment, subletting or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

8. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement. The foregoing notwithstanding, any equipment, fixtures or other personal property placed in or on the Premises by Tenant may be removed by Tenant at the expiration or earlier termination of this Agreement. In such event, Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such equipment, fixtures or other personal property. In the event that Tenant exercises its right to acquire fee simple title to the demised premises as set forth in Paragraph 3, then

all alterations shall become the property of Tenant upon the transfer of title by special warranty deed.

9. NON-DELIVERY OF POSSESSION. In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

10. ENVIRONMENTAL LAWS.

(a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or

related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns, from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials occurring on the Premises during the term of this Agreement. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this Paragraph 10 shall survive the termination of this Lease.

11. UTILITIES. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.

12. TAXES.

(a) Landlord shall promptly pay when due all real property taxes and special assessments lawfully levied against the premises.

(b) Tenant shall pay promptly all personal property taxes lawfully levied against personal property of Tenant upon or about the premises.

13. INSURANCE.

(a) Tenant shall indemnify Landlord and save it harmless from and against any and all claims, liability and expense for damages to any person or property in, on, or about the premises arising out of the acts or neglect of Tenant. Tenant shall procure and keep in effect during the entire term hereof public liability and property damage insurance in which the limits of public liability shall be One Million Dollars (\$1,000,000.00) combined single limit coverage, and shall cause Landlord to be named as an insured party therein to the extent of his interest.

(b) Landlord shall carry fire and extended coverage insurance on all of the buildings and improvements on the premises in an amount equal to at least eighty percent (80%) of the replacement value thereof and such insurance coverage shall be adjusted annually to such ratio. Said insurance shall insure against such hazards as are included in a standard extended coverage endorsement. If any of Tenant's activities on the premises cause an increase in the rate of this insurance, then Tenant agrees to pay the increase.

14. MAINTENANCE AND REPAIR; RULES. Tenant has had full opportunity to inspect the Premises, including the existing underground storage tank, and hereby accepts the Premises and all portions thereof in its present "as is" condition. Specifically, Tenant has inspected the existing underground storage tank and acknowledges that said tank is currently empty of any fuel oil or other substance. Tenant shall, at its sole expense, keep and maintain the Premises in good, safe, and sanitary condition and repair during the term of this Agreement and any renewal hereof. Tenant recognizes that Landlord has no duty to maintain or keep same in repair. During the term of this lease, Tenant shall:

(a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

(b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

(c) Not obstruct or cover the windows or doors;

(d) Not leave windows or doors in an open position during any inclement weather;

(e) Maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

(f) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

(g) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by Landlord.

(h) Repair damages (other than ordinary wear and tear or losses covered by applicable insurance), directly caused by the activities of Tenant or Tenant's employees to the Premises.

(i) Maintain and repair the existing underground storage tank and pay all permitting and other fees and expenses related thereto. To the extent that any such permits remain in Landlord's name, Tenant shall promptly reimburse Landlord for any and all such fees incurred.

15. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises,

and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

16. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

17. SUBORDINATION; ATTORNMENT; ESTOPPEL.

(a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's

successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

18. HOLDING OVER. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

19. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use, wear and tear and damages or breakdowns not the responsibility of Tenant under paragraph 14. excepted.

20. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

21. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to Tenant, Tenant's family, guests,

invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

22. EVENTS OF DEFAULT. The happening of any one or more following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within fifteen (15) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

23. REMEDIES UPON DEFAULT. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in

part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

24. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within five (5) calendar days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of five percent (5%) of the monthly rent or Fifteen Dollars (\$15.00) whichever is greater.

25. ABANDONMENT. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

26. ATTORNEYS' FEES. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or

gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

27. RECORDING OF AGREEMENT. Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

28. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of North Carolina.

29. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

30. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

31. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the Landlord or Tenant.

32. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

33. NON-WAIVER. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

34. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

35. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Johnnie D. Sheppard  
Post Office Box 217  
Pink Hill, NC 28572

If to Tenant to:

County of Lenoir  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

As to Landlord, this \_\_\_\_\_ day of August, 2010.

LANDLORD:

\_\_\_\_\_  
Johnnie D. Sheppard

\_\_\_\_\_  
Danita Sheppard

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

As to Tenant, this \_\_\_\_\_ day of August, 2010.

TENANT ("Tenant"):

COUNTY OF LENOIR

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

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

WEM\jar #8  
096584-00004

Exhibit "A"

BEING that tract of land lying and being in the Town of Pink Hill, Lenoir and Duplin Counties, identified as Tracts 1, 2, and 3 on the map attached hereto as Exhibit A-1.

WEM\jar #8  
096584-00004

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 11/15/10 **ITEM NO.** 12

Resolution Authorizing County Administration to Enter into a Lease Agreement with  
N.C. Department of Correction

**SUBJECT AREA:** Legal

**ACTION REQUESTED:**

The Board is requested to authorize County Administration to enter into a lease agreement with the N.C. Department of Correction (NCDOC) for office space located in the Hannibal Building.

**HISTORY/BACKGROUND:**

In 2007 the County entered into a lease/purchase agreement with the City of Kinston for property located at 301 E. King Street (Hannibal Building) to provide suitable office space for N.C.D.O.C. employees that were located in the sub-standard County facilities on Gordon Street. Office space on the first floor of the Hannibal Building accomplished this task. On April 1, 2008 Lenoir County entered into a lease agreement with NCDOC in the amount of \$31,900 for office space on the second floor of the Hannibal Building. Senate Bill 202 passed in 2009 contained G.S. 15-209 "Accommodations for Probation Offices" which reads: "The County Commissioners in each county in which a probation office exists shall provide, in or near the courthouse, suitable office space for those probation officers assigned to the county who have probationary caseloads and their administrative support." Since the county is now required to provide office space at no charge for probation offices, NCDOC, by letter dated September 11, 2009, terminated the lease for the office space on the second floor of the Hannibal Building. NCDOC continues to occupy this space at no charge and without a lease agreement.

**EVALUATION:**

NCDOC is requesting a no cost lease in order that the state may properly insure their personal property located at this location. County Administration recommends entering into a no cost lease with NCDOC. Failure to enter into the attached lease agreement could result in NCDOC securing other office space elsewhere, with the county being required to reimburse NCDOC for the cost.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners authorizes county administration to enter in to a lease agreement with N.C.D.O.C. for office space located in the Hannibal Building.

**AMENDMENTS:**

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

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

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

Pharo \_\_\_\_\_ Stroud \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham Jr., Chairman      11/15/10  
Date

\_\_\_\_\_  
ATTEST      11/15/10  
Date

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF CORRECTION**

STATE OF NORTH CAROLINA

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **COUNTY of LENOIR**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

**WITNESSETH:**

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1<sup>st</sup> day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 17<sup>th</sup> day of April, 1985; and

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in (See Below) **County of Lenoir**, North Carolina, more particularly described as follows:

**Being +/- 456 net square feet of office space located at 130 S. Queen Street, Kinston, Lenoir County, North Carolina.**

**Being +/- \_\_\_\_\_ net square feet of office space located at 301 E. King Street, Kinston, Lenoir County, North Carolina.**

**(DEPARTMENT OF CORRECTION)**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) Years commencing on the 1<sup>st</sup> day of October, 2010 or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 30<sup>th</sup> day of September 2013.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of \$1.00 Dollars per term to be payable within fifteen (15) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have to make such repair at its own cost and to invoice the amount thereof to the Lessor. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair, and if the Lessor can not provide suitable office space, the Lessee shall have the right to obtain similar office space at the expense of Lessee with reimbursement from the County.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **P.O. Box 3289, Kinston, North Carolina 28502** and the Lessee at **2020 Yonkers Road, 4227 Mail Service Center, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: \_\_\_\_\_ (SEAL)  
TITLE: Chief Procurement & Budget Officer  
Barbara Baker

LESSOR:

\_\_\_\_\_ (SEAL)  
The County of Lenoir  
Michael W. Jarman, County Manager

ATTEST:

\_\_\_\_\_  
Secretary  
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Sandra M. Barnes, a Notary Public in and for the County of Wake and State aforesaid, do hereby certify that **BARBARA BAKER**, personally appeared before me this date and acknowledged the due execution by him of the foregoing instrument as Budget Officer/Chief Procurement Officer of the Department of Correction of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2010.

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

My commission expires November 28, 2012

STATE OF NORTH CAROLINA

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

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that **Michael W. Jarman**, personally came before me this day and acknowledged that he is the **County Manager**, and that by authority and given as an act of **Lenoir County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

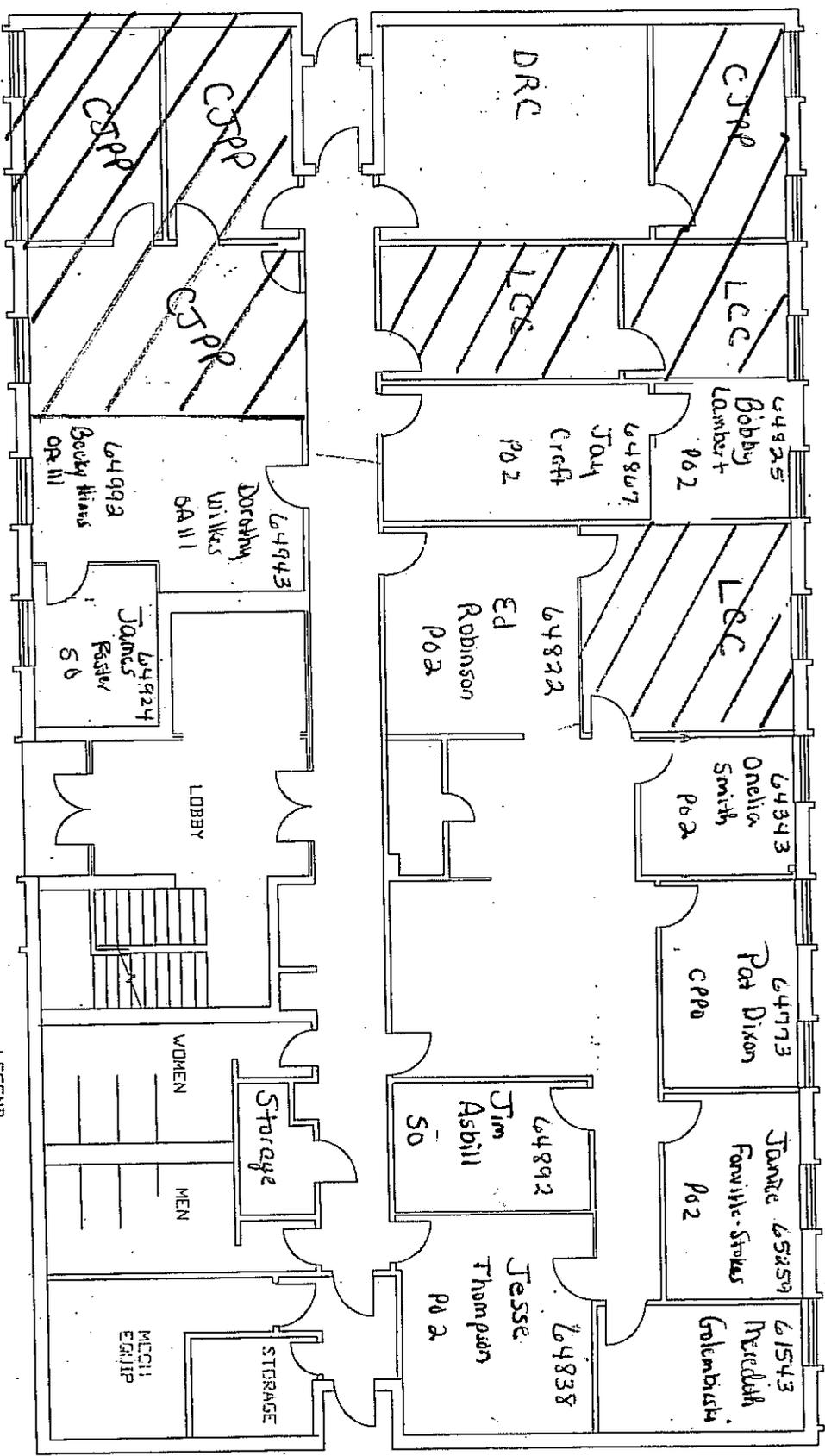
My Commission Expires:

\_\_\_\_\_

HANNIBAL DLDB

DIST. 07/000

Kinston, Lenoir County  
1st Floor

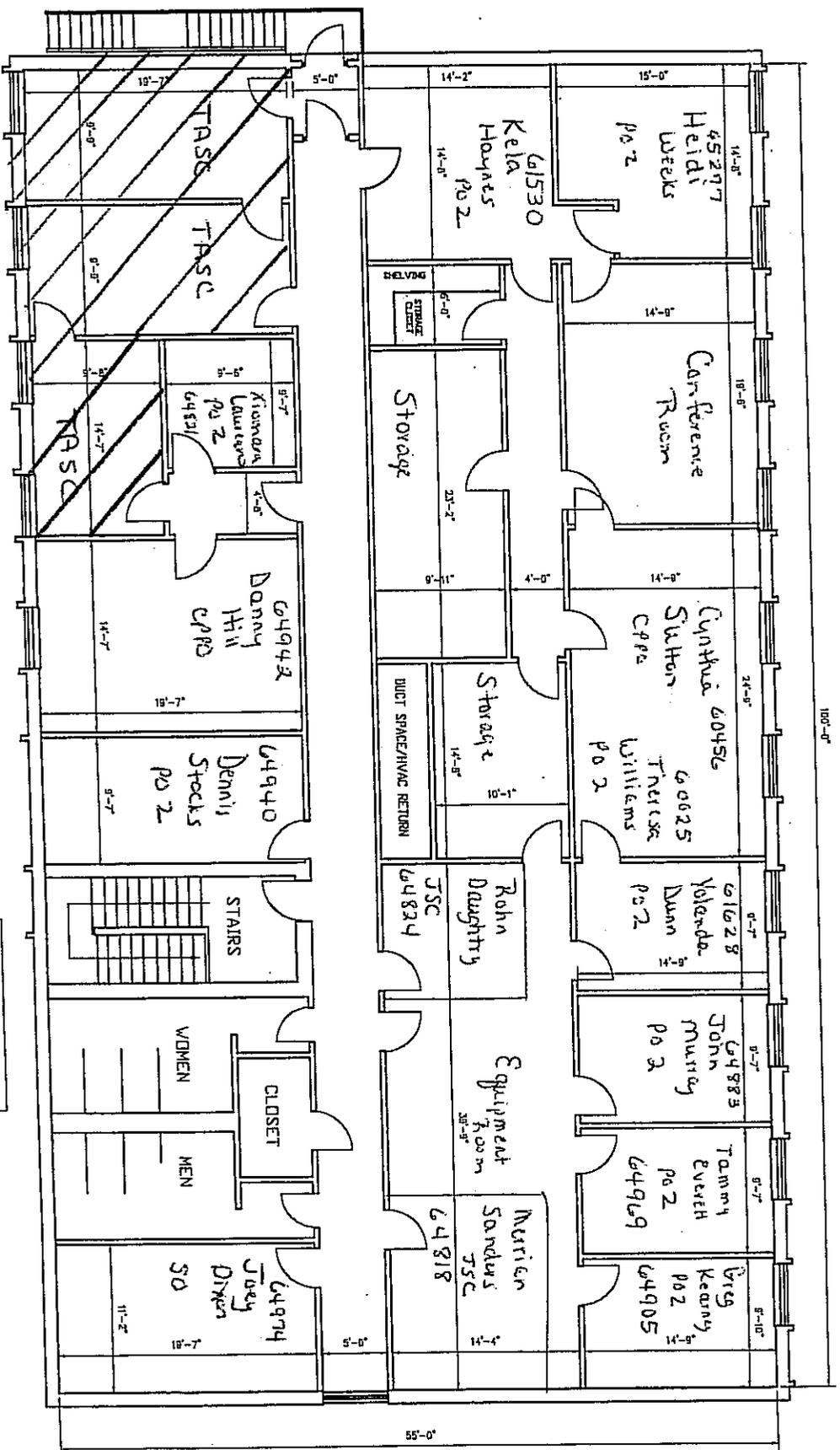


FEDERAL BUILDING  
FIRST FLOOR

LEGEND

DIS# 8/3080

Kingston, Lenoir County  
2nd Floor

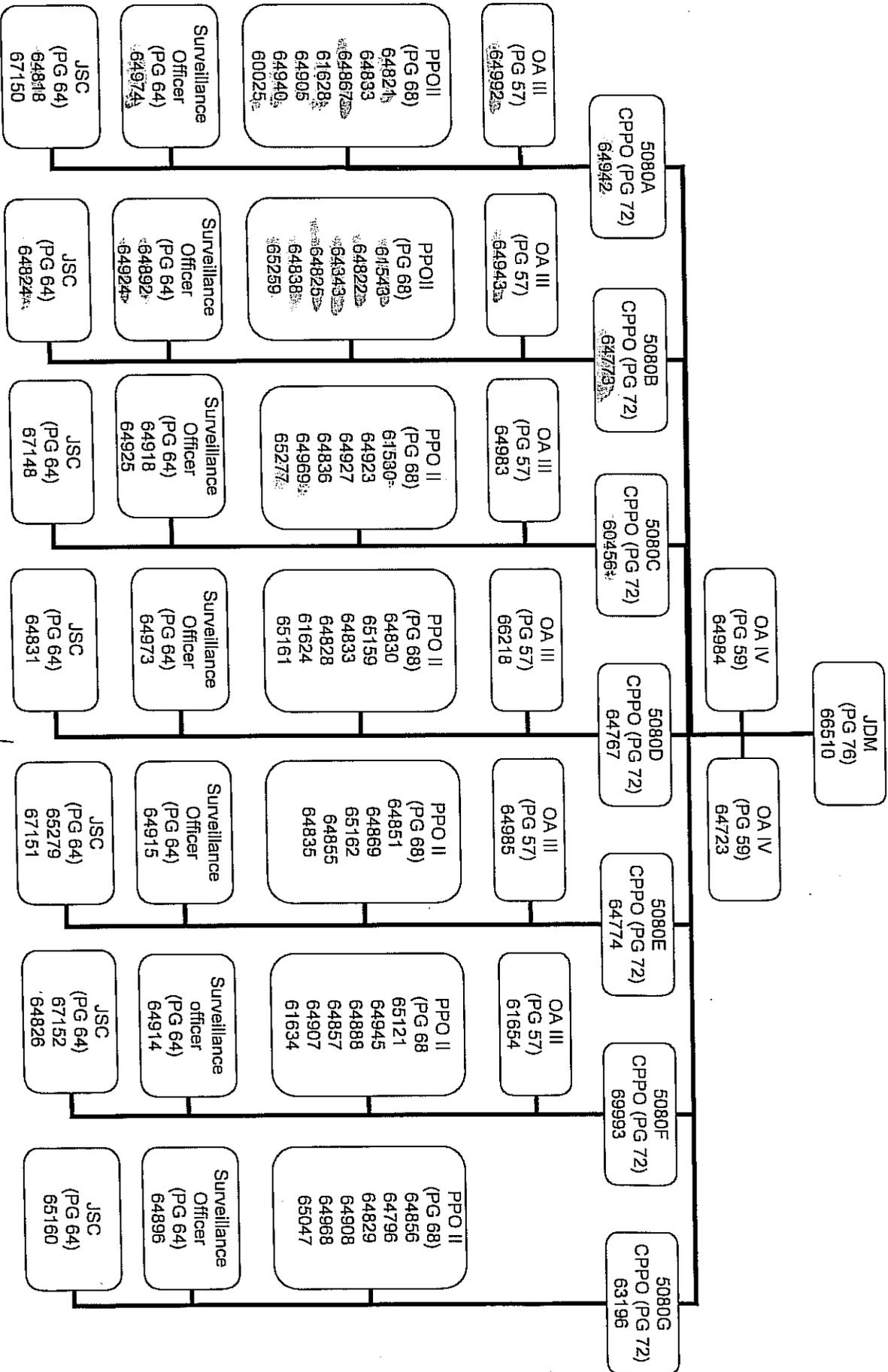


FEDERAL BUILDING  
SECOND FLOOR

SCALE 1/8" = 1'-0"

TOTAL INTERIOR SQ. FT. = 5500

Division of Community Corrections  
 Division 1 District 8  
 301 E. King Street, Kinston, Lenoir County Office Positions (in red)



6/30/2010

1<sup>st</sup> Floor  
 2<sup>nd</sup> Floor

*Jennifer Heath*  
 Jennifer Heath, JDM

**PERSONNEL:**

- ~~One (1) Judicial District Manager~~
- ~~One (1) Office Assistant IV~~
- \* One (1) Chief Probation/Parole Officer
- \* Four (4) Intensive Case Officers
- \* Four (4) Surveillance Officers
- \* Three (3) Previous Probation/Parole Positions

**LOCATION:**

301 E. King St.  
 Kingston, NC 28501  
 (In close proximity of the Lenoir County Courthouse)

**SPECIAL REQUIREMENTS:**

- (1) Copy Room/Fax Area
- (2) Storage Room
- (3) Reception/Waiting Area
- (4) Employee Restroom
- (5) Drug Testing Restroom

**LEASE PERIOD:**

Requesting a five year lease beginning April 1, 2008 and ending March 31, 2011.

**PARKING:**

There is ample parking beside the building. Free parking is also located across the

<https://buyer.ncgov.com/Buyer/render/IL972GM1P2VGI>

7/9/2009



# North Carolina Department of Correction

Division of Community Corrections

Cornell McGill, Division One Administrator, 108 Dexter Street, Greenville, NC 27834

Phone: 252-830-3217 Fax: 252-830-3218

Beverly Eaves Perdue  
Governor

Alvin W. Keller, Jr.  
Secretary

"FROM OUR FAX TO YOURS"	
TO: <u>Mike Jarman</u>	FROM: <u>Cornell McGill</u> <u>Coyle Smithson</u>
OFFICE: <u>County of Lenoir</u>	OFFICE: <u>DOC - Dist PA</u>
PHONE: <u>252-559-6464</u>	PHONE: <u>252-830-3217</u>
FAX: <u>252-559-6454</u>	FAX: <u>252-830-3218</u>

DOC  
Division  
Office

URGENT: \_\_\_\_\_

DATE: 10/22/09

PLEASE RESPOND: \_\_\_\_\_

TIME: \_\_\_\_\_

FOR YOUR INFORMATION: \_\_\_\_\_

THIS IS PAGE 1 OF 2

REMARKS: Per Ron Moore's Instructions:

Please see the attached O-Chart  
with \*noting positions occupying space  
and hist of same.

INTRODUCED BY: Michael Jarman, County Manager DATE: 11/15/10 ITEM NO. 13

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>
<b>Lenoir Memorial Hospital Board of Directors</b> 2 <sup>ND</sup> Appearance	Oscar "Skip" Greene (Primary) Leslie Reynolds (Primary) Re-Appointments  Loren Edwards (Alternate) Laddie Crisp (Alternate) Appointments	November 2014

**CURRENT VACANCIES:**

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

**MANAGER'S RECOMMENDATION:**

\_\_\_\_\_  
Initials

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

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
Lenoir Memorial Hospital Board of Directors 2 <sup>ND</sup> Appearance	Oscar "Skip" Greene (Primary) Leslie Reynolds (Primary) Re-Appointments  Loren Edwards (Alternate) Laddie Crisp (Alternate) Appointments	November 2014

**AMENDMENTS:**

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

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

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

Pharo \_\_\_\_\_ Stroud \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham Jr., Chairman      11/15/10  
Date

\_\_\_\_\_  
ATTEST                      11/15/10  
Date



Lenoir Memorial  
Hospital

October 26, 2010

Mr. George Graham, Chairman  
Lenoir County Board of Commissioners  
PO Box 3289  
Kinston, NC 28502

Dear Mr. Graham:

The Lenoir Memorial Hospital Board of Directors met last evening and approved the following nominees for consideration by the Lenoir County Commissioners for reappointment to our Board of Directors:

- o Oscar "Skip" Greene – primary
- o Loren Edwards– alternate

Mr. Greene was appointed to the board in 2006 to complete the unexpired term of Andy Culpepper. In addition to completing Mr. Culpepper's term, Mr. Greene has served one full four-year term. He is eligible for another four-year term.

- o Leslie Reynolds, MD – primary
- o Laddie Crisp, MD – alternate

Dr. Reynolds was appointed to the board in 2006 to complete the unexpired term of Dr. John Goforth. In addition to completing Dr. Goforth's unexpired term, Dr. Reynolds has served one four-year term. She is, therefore, eligible for another four-year term.

I am enclosing copies of justifications for the above nominees in compliance with the "Guidelines for Selection of Nominees" (copy attached).

If we can provide additional information, please let us know.

Sincerely,



Gary E. Black  
President and CEO

GEB:dl

## **OSCAR (SKIP) GREENE, III**

Oscar Greene, III was born and raised in Lenoir County. He and his wife, Beth, reside at 1110 Walker Drive in Kinston.

Mr. Greene obtained an electrical engineering degree from Princeton University and an MBA from the University of North Carolina. Mr. Greene also served two years in the United States Navy.

Mr. Greene is president of Group III Mgt. & Harry H. Cummings, Inc/Century 21 in Kinston.

Mr. Greene has been very active in community and professional organizations. He is currently Treasurer of Camp Bryan Farms and the Boy Scouts of America – Eastern Region. He has served as a board member of the Kinston Rotary Club, the Salvation Army, the North Carolina Citizens for Business and Industry, the Lenoir County Chamber of Commerce, the local Wachovia Bank, the Lenoir Community College Foundation, Boy Scouts of America-Eastern Region, the Committee of 100, and on the Advisory Board of the Association of General Contractors. He also served as past chairman of the Kinston/Lenoir County Red Cross, Chamber of Commerce, Salvation Army, Committee of 100, and co-chair of Friends of Scouting. In 2001, Mr. Greene was presented with the Small Business of the Year Award by the Kinston-Lenoir County Chamber of Commerce.

In the aftermath of the floods that devastated our community in 1999, Mr. Greene assisted many homeowners and businesses with repairs. He redeveloped substandard properties on Vernon Avenue and Rosanne Drive and worked with city and county officials to provide new subdivisions and housing for flood victims. This he accomplished in spite of the fact that his own business was completely flooded.

Mr. Greene is a member of St. Mary's Episcopal Church, where he has served as past senior warden, junior warden, and a member of the vestry.

In November of 2005, Mr. Greene was appointed to the Lenoir Memorial Hospital Board of Directors to fill the seat previously held by Mr. Andy Culpepper, whose term expired in January, 2007. In addition to completing Mr. Culpepper's unexpired term, Mr. Greene has served one full four-year term, and is eligible to serve an additional four-year term. He has been an active and contributing member of the board, serving on the Finance & Investment Committee, the Audit Committee, the Planning Committee, and the Retirement Committee. He currently serves as chairman of the Retirement Committee.

## **W. LOREN EDWARDS**

**W. Loren Edwards was born at Lenoir Memorial Hospital in 1958 and was raised and educated in Lenoir County. He and his wife, Beth Kennedy Edwards, reside at 1803 Cambridge Drive in Kinston.**

**Mr. Edwards is a graduate of Arendell Parrott Academy and the University of North Carolina at Chapel Hill.**

**Mr. Edwards is Chief Operating Officer of Affordable Dentures Dental Laboratories, Inc. here in Kinston.**

**Mr. Edwards is active in community activities, which includes Kinston Youth Baseball and the Lenoir Committee of 100.**

**Mr. Edwards is a member of Westminster United Methodist Church, where he serves on the Finance and Pastor-Staff Relations Committees and is chairman of the Stewardship Committee.**

## **LESLIE REYNOLDS, MD**

**Leslie Reynolds, MD was born in New Bern, North Carolina. She has two children, Chelsea and Brian, and they reside at 2297 Autumn Drive in Kinston.**

**Dr. Reynolds received a BA in Biology from Hampton University and a Medical Degree from Duke University. She completed her internship at the University of Texas at San Antonio, and her residency and fellowship at SUNY - Stony Brook.**

**Dr. Reynolds joined the Medical Staff of Lenoir Memorial Hospital in February of 1997 when she began practicing as a neurologist with Kinston Medical Specialists. She later established her own practice, Kinston Neuroscience, which is now located on Hardee Road in Kinston.**

**Dr. Reynolds is a member of the American Academy of Neurology, the Southern Clinical Neurological Association, and the North Carolina Medical Society.**

**Dr. Reynolds serves on the Advisory Board for Delemar and Daybreak. She is also on the Board of Trustees for the NC School of Science and Mathematics in Durham.**

**Dr. Reynolds was appointed to the Lenoir Memorial Hospital Board of Directors in September of 2006 to fill the seat previously held by Dr. John Goforth, whose term expired in January of 2007. In addition to completing Dr. Goforth's unexpired term, Dr. Reynolds has served one full four-year term, and is eligible to serve an additional four-year term. She currently serves on the Human Resources Committee and the Facility Committee.**

## **LADDIE M. CRISP, JR, MD.**

**Dr. Laddie Crisp is a native of Tarboro, North Carolina. He received his undergraduate education at East Carolina University and his medical degree from the ECU School of Medicine. Dr. Crisp completed his medical internship and residency through East Carolina University at Pitt County Memorial Hospital.**

**Dr. Crisp and his wife, Jamie, reside at 2208 Stallings Drive in Kinston, and are the proud parents of a daughter, Elizabeth, and a son, Laddie, III.**

**Dr. Crisp has been actively involved as a Boy Scout leader and has served for a number of years as camp physician at Boy Scout camps. He is dedicated to teaching medical school residents and allied health professionals, and this was acknowledged in 2001 when he received the Best Community Teacher Award from ECU School of Medicine. Dr. Crisp and his partner, Dr. Joe Agsten, also received the 1995 Community Student Teaching Award from the North Carolina Academy of Family Practice. Other interests include: photography, backpacking, computers, and ECU football.**

**Dr. Crisp, board-certified in family medicine, joined the Active Medical Staff of Lenoir Memorial Hospital in July of 1990. Since that time, he has been in practice with Dr. Agsten at Lenoir Family Medicine. Actively involved in Medical Staff affairs, Dr. Crisp has served as chair of the Comprehensive Resource Management Committee, and as a member of the Resident Intern**

**Committee, Special Care Committee, and the Medical Staff Executive Committee.**

**As Medical Staff President, Dr. Crisp was appointed to the Lenoir Memorial Hospital Board of Directors in October of 2006 and served through September of 2008. He was an active member of the Board of Directors, serving on the Planning Committee, Quality Assurance Committee, Finance & Investment Committee, Audit Committee, and Joint Conference Committee.**