

**LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA  
 MONDAY, DECEMBER 6, 2010 – TIME: 9:00 A.M.  
 COMMISSIONERS' MEETING ROOM, LENOIR COUNTY COURTHOUSE  
 130 S. QUEEN ST., KINSTON, N.C.**

*Administration of Oaths of Office: Newly Elected Lenoir County Board of Commissioners: By the Clerk of Court, Ms. Dawn Stroud:*

*J. Mac Daughety  
 Eric S. Rouse  
 George W. Graham, Jr.*

**Election of Chairman** **Attorney Robert W. Griffin**

**Election of Vice-Chairman** **Attorney Robert W. Griffin**

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

**PUBLIC INFORMATION:** Mr. Brantley Briley, President of Lenoir Community College  
 Ms. Sandy Landis, Arts Council Director  
 Mr. Rob Bizzell, President of the Committee of 100  
 Ms. Agnes Ho, Library Director

- |     |   |                |
|-----|---|----------------|
| 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 15, 2010   | Hall/Jarman    |
| 4.  | Resolution Approving the Releases and Refunds to the Individuals Listed Herein  | Parrish/Martin |
| 5.  | Budget Ordinance Amendment: Transportation Administration: \$1,261: Increase  | Bryan/Martin   |
|     | <b>END OF CONSENT AGENDA</b>  |                |
|     | <b>BUDGET ORDINANCE ADMENDMENT/RESOLUTIONS: 30 Min.</b>   |                |
| 6.  | Resolution Honoring Barbara Sykes   | Jones/Board    |
| 7.  | Budget Ordinance Amendment: Capital Projects Fund: Jail Project-BB&T Funds: \$18,500,000: Increase  | Jarman/Martin  |
| 8.  | Budget Ordinance Amendment: General Fund/Capital Improvements Fund/Outside Agencies/Contingency/Community Development: \$100,000: Increase  | Jarman/Martin  |
| 9.  | Resolution Approving 2011 County Holidays   | Jarman/Board   |
| 10. | Resolution Approving 2011 Calendar of Board Meeting Dates and Times   | Jarman/Board   |
| 11. | <b>A. Resolution Approving Purchase of a Patrol / Narcotics Canine: \$13,300</b><br><b>B. Budget Ordinance Amendment: Sheriff/Finance: \$13,300 Increase</b>                                      | Smith/Martin   |
| 12. | Resolution Approving the Endorsement of a Revision to the County HCCBG Funding Plan and Budget Ordinance Amendment Increasing Expenditures and Revenues for the Home & Community Care Block Grant | Jones/Martin   |

- |     |   |               |
|-----|---|---------------|
| 13. | Resolution Approving Contract Amendments for Legal Services:<br>Dal Wooten & Chris Rogerson- Not to exceed \$165,900 annually<br>Griffin and Griffin and Annette Turik --Not to exceed \$125,000 annually<br>Griffin and Griffin—Not to exceed \$500 annually | Jones/Martin  |
| 14. | Resolution and Budget Ordinance Amendment Appropriating \$528,000 in Federal TANF Funds and Private Foundation Funds for a New Subsidized Employment Program called JobBoost  | Jones/Martin  |
| 15. | Resolution Authorizing Lenoir County to enter into an Operating Agreement with the Woodmen Foundation and the City of Kinston for the Woodmen Community Center  | Ellis/Martin  |
| 16. | Resolution Approving Code of Ethics for the Board of County Commissioners Lenoir County, North Carolina   | Jarman/Martin |

**APPOINTMENTS: 5 Min.**

- |     |  |      |
|-----|--|------|
| 17. | Resolution Approving Citizens to Boards, Commissions, Etc. <b>5 Min.</b> | Hall |
|-----|--|------|

**OTHER ITEMS: 10 Min.**

- |     |   |  |
|-----|---|--|
| 18. | <b>Items from County Manager / County Attorney / Commissioners Public Comments/<br/>Closed Session (if necessary)</b> |  |
|-----|---|--|

NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

LENOIR COUNTY

SUPERIOR COURT DIVISION

I, **J. Mac Daughety**, do solemnly swear that I will support the Constitution of the United States, so help me GOD.

I, **J. Mac Daughety**, do solemnly and sincerely swear that I will be faithful and bear true allegiance to the State of North Carolina and to the Constitutional Powers and Authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability, so help me GOD.

I, **J. Mac Daughety**, do swear that I will well and truly execute the duties of the office of member of Lenoir County Board of County Commissioners according to the best of my skill and ability and according to law, so help me, GOD.

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Member of Lenoir County Board of County  
Commissioners

Sworn to and subscribed to before me this **6th** day of **December, 2010**.

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Dawn G. Stroud  
Clerk of Superior Court, Lenoir County

NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

LENOIR COUNTY

SUPERIOR COURT DIVISION

I, Eric S. Rouse, do solemnly swear that I will support the Constitution of the United States, so help me GOD.

I, Eric S. Rouse, do solemnly and sincerely swear that I will be faithful and bear true allegiance to the State of North Carolina and to the Constitutional Powers and Authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability, so help me GOD.

I, Eric S. Rouse, do swear that I will well and truly execute the duties of the office of member of Lenoir County Board of County Commissioners according to the best of my skill and ability and according to law, so help me, GOD.

---

Member of Lenoir County Board of County  
Commissioners

Sworn to and subscribed to before me this **6th** day of **December, 2010**.

---

Dawn G. Stroud  
Clerk of Superior Court, Lenoir County

NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

LENOIR COUNTY

SUPERIOR COURT DIVISION

I, George W. Graham, Jr., do solemnly swear that I will support the Constitution of the United States, so help me GOD.

I, George W. Graham, Jr., do solemnly and sincerely swear that I will be faithful and bear true allegiance to the State of North Carolina and to the Constitutional Powers and Authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability, so help me GOD.

I, George W. Graham, Jr., do swear that I will well and truly execute the duties of the office of member of Lenoir County Board of County Commissioners according to the best of my skill and ability and according to law, so help me, GOD.

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Member of Lenoir County Board of County  
Commissioners

Sworn to and subscribed to before me this 6<sup>th</sup> day of **December, 2010**.

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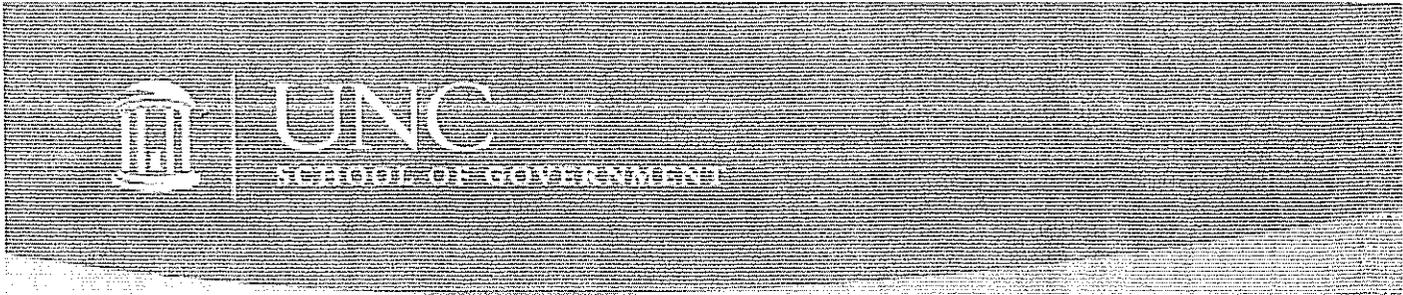
Dawn G. Stroud  
Clerk of Superior Court, Lenoir County

**TO:** Chairman and Members of the Board  
**FROM:** Mike Jarman, County Manager  
**DATE:** December 6, 2010  
**SUBJECT:** Items of Interest

1. Workshops for Newly Elected and Veteran County Commissioners
2. NCACC Legislative Goals Conference Information
3. Lenoir County Inspections: Permit/Inspection Report: November 2010
4. Reminder about pictures and bio information for County website

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From: **SOG Announcements <announcements@sog.unc.edu>**  
To: **"School of Government Announcements" <schoolofgovernment@listserv.unc.edu>**  
Subject: **[schoolofgovernment] Workshops for Newly Elected and Veteran County Commissioners**  
Date sent: **Fri, 12 Nov 2010 19:48:17 +0000**  
Send reply to: **SOG Announcements <announcements@sog.unc.edu>**



## Workshops for Newly Elected and Veteran County Commissioners

Two workshops, offered across the state by the Local Elected Leaders Academy, will help newly elected and veteran officials to lead their counties in this time of change, respond innovatively to economic challenges, and act collaboratively when making decisions that will shape North Carolina's future.

### FOR NEWLY ELECTED OFFICIALS:

#### Essentials of County Government

December 8–9, 2010	Asheville
January 12–13, 2011	Charlotte
January 26–27, 2011	New Bern
February 9-10, 2011	Raleigh

This two-day course, coordinated by faculty member Vaughn Upshaw, is designed to help elected officials understand the basics of county government and identify strategies to address the challenges in governing the state's counties. Topics include the transition from campaigning to governing, the responsibilities of an elected official, and key elements of county law, finance, and administration.

**Ethics training:** The first day of this program will conclude with a 2-hour segment on ethics that meets the new statutory requirement for local elected officials.

**Registration:** To learn more and register online, visit <http://www.sog.unc.edu/courses/0640>.

**Scholarships:** Scholarships are available for elected officials through the Local Elected Leaders Academy. Applications are available

on the [course registration page](#).

**For more information:** Contact Susan Hutchinson at 919.966.4171 or [msmhutch@sog.unc.edu](mailto:msmhutch@sog.unc.edu).

FOR VETERAN OFFICIALS:

### Saving Money by Doing Business Together

December 8, 2010 Asheville  
January 12, 2011 Charlotte  
January 26, 2011 New Bern  
February 9, 2011 Raleigh

During these tough economic times, local elected leaders face a fork in the road. Should you “ride out” the crisis, maintaining the status quo as best you can? Or is this an opportunity to explore alternatives and seek innovative solutions to the increasing demand for public services?

This timely workshop for veteran officials, taught by faculty member Rick Morse, will present ways your county can provide services and cut costs through strategic partnerships, collaboration, and merger. You will learn from other local elected officials about the challenges they faced when making alternative choices and how their leadership made a difference.

**Ethics training:** This workshop will conclude with a 2-hour segment on ethics that meets the new statutory requirement for city and county elected officials.

**Registration:** To learn more about this workshop and register online, visit <http://www.sog.unc.edu/courses/1641/>.

**Scholarships:** Scholarships are available for elected officials through the Local Elected Leaders Academy. Applications are available on the [course registration page](#).

**For more information:** Contact Susan Hutchinson at 919.966.4171 or [smhutch@sog.unc.edu](mailto:smhutch@sog.unc.edu).

*If you prefer not to receive e-mail from the School of Government announcing upcoming programs, please reply to this message with “Unsubscribe” in the subject line. You may receive one additional e-mail from us before your request is processed. Thank you for your patience.*

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From: **Todd McGee <todd.mcgee@ncacc.org>**  
To: **County Clerks <countyclerks@ncacc.org>**  
Copies to: **County Managers <CountyManagers@ncacc.org>**  
Date sent: **Tue, 30 Nov 2010 16:04:30 -0500**  
Subject: **NCACC Legislative Goals Conference Registration Form and Voting**

Clerks and managers,

Attached are two forms for our upcoming Legislative Goals Conference, which will be held Jan. 20-21, 2011, at the Sheraton Imperial in Durham County.

Please put as an agenda item on an upcoming meeting the selection of your voting delegate, and also please make sure your commissioners are aware that the registration has started for our Legislative Goals Conference (please note that this is **not** for the NACo Legislative Conference in Washington, D.C.).

The deadline to pre-register for the NCACC Legislative Goals Conference is Jan. 7, 2011. After Jan. 7, the registration fee increases from \$99 to \$125, so please register early.

We would also like to have your voting delegate form returned to us by that date as well, but you can also let us know at the conference who your designee is, if need be.

We are holding a block of rooms for January 19 and January 20 at the Sheraton Imperial in Durham County. The group rate is \$89 plus applicable state and local taxes. The cutoff date to make reservations is December 20, 2010. Check in time is 3 p.m., and checkout time is noon. To reserve a room, please call the ho

## Memorandum

**RETURN FORM BY JANUARY 7, 2011**

### **VOTING DELEGATE DESIGNATION FORM LEGISLATIVE GOALS CONFERENCE JANUARY 20-21, 2011**

**NOTE: Please place this action on your board meeting agenda.**

Each Board of County Commissioners is hereby requested to designate a commissioner or other official as a voting delegate. Each voting delegate should complete and sign the following statement and **RETURN IT TO THE ASSOCIATION NO LATER THAN FRIDAY, JANUARY 7, 2011.**

I, \_\_\_\_\_, hereby certify that I am the duly designated voting delegate for \_\_\_\_\_ County at the North Carolina Association of County Commissioners 2011 Legislative Goals Conference.

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

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

Article VI, Section of the Association's Constitution provides:

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



**LENOIR COUNTY  
PLANNING & INSPECTIONS DEPARTMENT**

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



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**LENOIR COUNTY INSPECTIONS  
PERMIT/INSPECTION REPORT**

**NOVEMBER 2010**

**PERMITS ISSUED: 131**

**PERMITS VALUE: \$7,974,998**

**PERMIT FEES: \$ 33,764**

**SINGLE FAMILY DWELLINGS: 1**

**MOBILE HOMES: 8**

**COMMERCIAL: 6**

**ADDITIONS: 7**

**ELECTRICAL: 45**

**PLUMBING: 13**

**MECHANICAL: 32**

**OTHER: 19**

**TOTAL INSPECTIONS: 181**

PERIODIC REPORT OF ISSUED PERMITS (GROUPED BY REPORT CODE)

Lenoir County

Designated period:	11/01/10 to 11/30/101		[Prior period: 11/01/09 to 11/30/09]	
	Code Prms	Valuation	Fees Paid	Units
NEW RES. HOUSEKEEPING - LENOIR COUNTY				
* Single Family Houses Detached ....	101B	278,000.00	827.00	1
* Single Family Houses Attached ....	102B	.00	.00	0
* 2 Family Building .....	103B	.00	.00	0
* 3 and 4 Family Buildings .....	104B	.00	.00	0
* 5 or More Family Buildings .....	105B	.00	.00	0
*TOTAL INFORMATION 101-105	109B	.00	.00	0
NEW RESIDENTIAL NON-HOUSEKEEPING BL:				
* Hotels, Motels & Tourist Cabins ..	213B	.00	.00	0
* Other Non-Housekeeping Shelter ...	214B	.00	.00	0

NEW NON-RESIDENTIAL BUILDINGS:

* Amusement, Social, & Recreational	318B	.00	.00	0
* Churches & Other Religious .....	319B	126,000.00	1,500.00	1
* Industrial .....	320B	.00	.00	0
* Prkg Garages (Blds & Open Decked)	321B	.00	.00	0
* Service Stations & Repair Garages	322B	.00	.00	0
* Hospitals & Institutional .....	323B	3,829,300.00	9,574.00	2
* Offices, Banks, & Professional ...	324B	1,510,000.00	4,151.00	2
* Public Works & Utilities .....	325B	.00	.00	0
* Schools & Other Educational .....	326B	439,833.00	1,250.00	1
* Stores & Customer Services .....	327B	.00	.00	0
* Other Non-Residential Bldgs .....	328B	.00	.00	0
* Structures Other than Buildings ...	329B	.00	.00	0

ADDITIONS, ALTERATIONS, & CONVERSION

* Residential .....	434B	158,900.00	587.00	6
* Non-Residential & Non-Housekeeping	437B	41,975.00	172.00	1
* Adds of Res. CP/Garages(Atch/Detc)	438B	.00	.00	0

DEMOLITIONS AND RAZING OF BUILDINGS:

* Single Family Houses (Atch/Detch)	645B	.00	.00	0
* 2 Family Buildings .....	646B	.00	.00	0
* 3 & 4 Family Buildings .....	647B	.00	.00	0
* 5 or More Family Buildings .....	648B	.00	.00	0
* All Other Buildings and Structures	649B	.00	.00	0

TOTALS FOR PERMITS THIS PAGE	14	6,384,008.00	18,061.00	14
	5	193,090.00	390.00	0

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

Printed: 12-01-2010

Designated period: 11/01/10 to 11/30/10 [Prior period: 11/01/09 to 11/30/09]  
 Code Prms Valuation Fees Paid Units Prms Valuation Fees Paid Units

	Code	Prms	Valuation	Fees Paid	Units	Prms	Valuation	Fees Paid	Units
MOBILE/MODULAR OFFICE/CLASSROOM									
*MOBILE OFFICE	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	45	1,222,224.00	9,611.00	45	35	47,300.00	1,879.00	0
*PLUMBING	810B	13	24,750.00	930.00	13	8	12,750.00	400.00	0
*HEATING/ AIR CONDITIONING	820B	32	156,666.00	2,990.00	32	30	103,060.00	1,675.00	0
*INSULATION	830B	2	3,500.00	142.00	2	5	10,770.00	250.00	0
*TEMPORARY POLE	840B	3	2,700.00	150.00	3	4	3,250.00	175.00	0
RESIDENTIAL ACCESSORY STRUCTURES									
*STORAGE/PORCHES/PATIOS/DECKS	900B		.00	.00	0	0	.00	.00	0
MISCELLANEOUS:									
*CHANGE OF OCCUPANCY	910B	2	.00	300.00	2	1	50.00	25.00	0
*INSPECT DWELLING	920B	2	1,000.00	100.00	2	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	9	35,600.00	580.00	8	11	699.00	859.00	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	6	37,650.00	600.00	6	4	91,900.00	400.00	0
*DOUBLE WIDE MOBILE HOME	710B	2	106,900.00	250.00	2	1	52,322.00	125.00	0
*MODULAR HOME	720B		.00	.00	0	1	50,000.00	223.00	0
TOTALS FOR PERMITS ABOVE (incl. pg 1)									
Totals of other permits in the period	130		7,974,998.00	33,714.00	129	105	565,191.00	6,401.00	0
TOTAL FOR ALL PERMITS IN THE PERIOD	131		7,975,998.00	33,764.00	129	105	565,191.00	6,401.00	0

This Report was Printed on Wednesday, December 01, 2010

Lenoir County

Item Totals for Inspector ID

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GO      112
GO DR   3
GO/DR   1
VM      65
  
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181 Entries for Inspector ID

- S T A T I S T I C A L R E P O R T -

	Inspections	Re-Inspections	Based On # Activities
ACTIVITIES	INSPECTIONS	PASSED CORRECTIONS	RE-INSPECTIONS REQUIRED
181	140	112	35
	%INSPECTIONS	%PASSED %CORRECTIONS	%RE-INSPECTIONS REQUIRED
	77	80	19
		20	
		23	
		83	
		17	

Commissioners Info Sheet for Website:

Please fill out and return to Joey Bryan On December 6<sup>th</sup> at First meeting so we can get the website info updated. In addition, a photographer will be onsite to take single and group photos for the website after the meeting around 11:00. If you would like additional photos made with wife, etc you can work that cost out with Photographer at that time.

NAME:

Address:

Employer:

Contact Phone Number for Public:

Email:

Representing District --

Party:

Occupation:

**MINUTES  
LENOIR COUNTY BOARD OF COMMISSIONERS  
November 15, 2010**

The Lenoir County Board of Commissioners met in open session at 4:00 p.m. on Monday, November 15, 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: None

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 4:00 p.m. Ms. Brown offered the invocation and Mr. Graham led the audience in the pledge of allegiance.

**PUBLIC INFORMATION**

Mr. Roger Smith and Mr. Herman McLawhorn addressed the Board regarding the selection of Veterans to be honored at the Veterans Memorial Park in Fayetteville, North Carolina. Mr. McLawhorn stated the memorial park will cost \$14 million and construction will begin in February 2011; the park will be 3,500 square feet. A granite wall, with a bronzed hand prints, will be the focal point of the park with one (1) Veteran from each 100 counties in North Carolina represented. Lenoir County's honoree is Mr. Ralph Smith. Four (4) additional Veterans will have their hand prints added to the memorial columns in the park; those representatives are Mr. Mickey K. Peacock, Mr. Mac Wood, Mr. Willie Smith, and Ms. Georgia Harris. The Board congratulated each recipient and thanked them for the service.

Mr. Brantley Uzzell, ABC Manager, introduced himself to the Board. Mr. Uzzell stated he is a Mt. Olive College graduate with a degree in business management. Mr. Uzzell has been employed with the ABC System for seven (7) years. Mr. Uzzell stated stores are being rearranged and computer systems are being updated. Mr. Uzzell stated he has a goal to locate an ABC Store in the Lowe's/Wal-Mart shopping centers due to the tremendous growth in the area. The goal of Lenoir County's ABC Division is to provide good customer service and generate more money for the county. The Board wished Mr. Uzzell well in his new position in Lenoir County.

Ms. Lucy Marston, Tourism Director, addressed the Board regarding North Carolina Governor's Volunteer Service Awards. Ms. Marston presented Mr. A.J. Austin, Jr. (Lenoir Memorial Hospital, Community Council for the Arts, and the Salvation Army), Mr. Eddie Cox (Lenoir County Council on Aging) and Mr. Larry Landry (1<sup>st</sup> Presbyterian Church) with the distinguished volunteer awards. Ms. Marston thanked each recipient for the hard work and time they freely give to help the citizens of Lenoir County.

Mr. Bill Ellis, Parks and Recreation Director, presented Mr. Randall Boehme of Sanderson Farms with a gift basket to commemorate the birth of 26,304 baby chicks at the Sanderson Farms

Hatchery. Mr. Boehme thanked Mr. Ellis and the Board for the gift and also thanked the community for welcoming his family to Lenoir County.

### **ITEMS FROM THE CHAIRMAN/COMMISSIONERS**

Mr. Graham stated there are several agencies throughout Kinston-Lenoir County that are in dire need of financial assistance. Mr. Graham stated the county is in an extremely positive situation which will enable the county to help take care of certain projects within these agencies. The Community Council for the Arts, Lenoir Community College (LCC), SPCA, and the Neuse Regional Library are the agencies that are in need and have made their request known for the last three (3) years. Mr. Graham made a motion to contribute \$100,000 to the needs of these agencies so they may stay vital and productive for the citizens of Kinston-Lenoir County; the motion was followed by a second from Mr. Stroud. The Arts Council would receive \$50,000 and LCC would receive \$15,000 towards the paving of a parking lot. The remaining \$35,000 would be split between the SPCA and the Library with matching funds of \$50,000 each coming from Spirit and the Committee of 100 for the Community Council for the Arts.

Mr. Humphrey stated he agreed that the agencies described are in need of funding, but he could only support monies going back to the citizens of Lenoir County. Mr. Humphrey stated tax payers are in need as well and this money should go back to them or be placed in county savings. Mr. Pharo asked where the \$100,000 was coming from. Mr. Jarman stated the Chairman asked if the end of the year figures had been reviewed from the audit. From audit information, funds will be available to add to the General Fund Fund Balance. Also, monies for an extra payment for Debt Service on the jail could be designated according to audit information. Mr. Jarman stated LCC requested \$150-175,000 three (3) years ago for a parking lot on its campus, the library also requested funding for a new roof three (3) years ago. A Request for Proposals was sent to obtain estimates on roof replacements-estimates from past years have been at least \$50,000 for a shingled roof to \$250-300,000 for a metal roof. The county does not know at this point the cost or type of roof recommended for the roof replacement.

Mr. Pharo stated the library is a big investment for the county and a leaking roof would ruin that investment. The parking lot at LCC is probably necessary as well, but he too could not support this type of funding at this time. Mr. Jarman reminded the Board that when the resolution was approved for the financing of the jail as required by the Local Government Commission (LGC) the potential for a \$0.04 cent property tax increase to make future debt service payments was included in the Resolution. County Administration will be earmarking extra funds for debt service whenever feasible to prevent future tax increases. The Board approved the motion by a 5 to 2 vote with Mr. Humphrey and Mr. Pharo dissenting.

Mr. Graham presented Mr. Humphrey and Mr. Stroud with plaques recognizing the men for their service to the citizens of Lenoir County. Both Mr. Humphrey and Mr. Stroud stated they were both happy to serve the citizens of Lenoir County and it had been an honor and privilege to serve.

### **ITEMS FROM THE COUNTY MANAGER**

Item No. 2 was Items from the County Manager. Mr. Jarman recommended the Board decline the \$600 and \$900 bids on the following respective properties: 311 E. Caswell Street and Hickory Nut Dr., Kinston, NC. Mr. Jarman recommended the Board approve a \$900 bid on 1637 Old Ridgeway Dr., Kinston, NC. Upon a motion by Mr. Davis and a second by Ms. Brown the Board

approved the recommendations as presented. Mr. Jarman reminded the Board of the Kinston Christmas Parade on Saturday, December 11, 2010; if any Board member wishes to ride in the parade they must let Martha Bishop know by November 24<sup>th</sup>.

**CONSENT AGENDA**

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

- 3. Approval of Minutes: Regular Board Meeting: November 1, 2010 Hall/Jarman
- 4. Budget Ordinance Amendment: General Fund: Health (Immunization Program Huff/Martin  
State): Increase: \$2,457

**BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS**

Item No. 5 was a Budget Ordinance Amendment: General Fund: Sheriff Dept.: \$9,123: Increase. Major Chris Hill of the Sheriff's Department addressed the Board. Mr. Hill stated the amendment budgets additional funds received from the US Department of Justice, Office of Justice Programs, for the State Criminal Alien Assistance Program (SCAAP). These funds are awarded to the 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. Upon a motion by Mr. Pharo and a second by Ms. Brown, Item No. 5 was unanimously approved.

Item No. 6 was a Resolution Approving Purchase of (10) Portable Motorola Radio's: \$3,613.30. Mr. Hill stated 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. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 6 was unanimously approved.

Item No. 7 was a Resolution Approving Purchase of (6) Lenovo Thinkpad Laptop Computers: \$7,502.70. Mr. Hill stated 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 fees collected for the service of civil papers. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 7 was unanimously approved.

Item No. 8 was a Resolution Authorizing the Renewal of Support and Maintenance Agreement for Neverfail for SQL Server: \$3,000. Mr. Roger Dail, Emergency Services Director, addressed the Board. Mr. Dail stated 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 (CAD) 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. Upon a motion by Ms. Sutton and a second by Mr. Humphrey, Item No. 8 was unanimously approved.

Item No. 9 was a Resolution Authorizing Agreement to Host the Save-A-Life Tour. Ms. Tammy Kelly, Cooperative Extension Director, introduced Mr. Steve Roman, Parenting Matters Coordinator who informed the Board about the Save-A-Life Tour Van that will be going to North Lenoir High School. The van is a drinking and driving simulator that gives student participants a completely realistic, sober perspective on the effects of driving while intoxicated. Instructors engage student participates with massive tour posters along with high intensity videos rolling on huge monitors. It has been said that "No one who experiences the Save-A-Life Tour will leave unaffected." Lenoir County has announced its 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. The tour will be expanded to another high school once grant applications can be accepted in January 2011. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 9 was unanimously approved.

Item No. 10A was a Resolution Authorizing Acceptance of 21<sup>st</sup> Century Grant: \$10,610. Ms. Kelly stated 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 three (3) afternoons per week as well as curriculum and supplies for the amount of \$10,610. Upon a motion by Mr. Sutton and a second by Ms. Brown, Item No. 10A was unanimously approved.

Item No. 10B was a Budget Ordinance Amendment: General Fund: Finance/COOP Ext.: 21<sup>st</sup> Century Grant: \$10,610: Increase. Upon a motion by Mr. Sutton and a second by Ms. Brown, Item No. 10B was unanimously approved.

Item No. 11 was a 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. Mr. Ellis stated the county will enter a one (1) year lease with the Sheppard's for the amount of \$7,500. After the completion of the year the county may lease the property indefinitely under a \$1 per year lease. Mr. Ellis reminded the Board that the county will be responsible for the up-keep of the facility including utilities and repairs. Upon a motion by Mr. Stroud and a second by Ms. Sutton, Item No. 11 was unanimously approved.

Item No. 12 was a Resolution Authorizing County Administration to Enter into a Lease Agreement with N.C. Department of Correction. Mr. Jarman stated 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 NCDOC 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. 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. Upon a motion by Ms. Brown and a second by Mr. Pharo, Item No. 12 was unanimously approved.

**APPOINTMENTS**

Item No. 13 was a Resolution Appointing Citizens to Boards, Commissions, Etc. Upon a motion by Ms. Brown and a second by Mr. Pharo, Item No. 13 was unanimously approved.

<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) <b>Re-Appointments</b>  Loren Edwards (Alternate) Laddie Crisp (Alternate) <b>Appointments</b>	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

**ADJOURN**

Upon a motion by Mr. Graham and a second by Mr. Stroud the Board adjourned at 5:20 p.m.

Respectfully submitted,

Reviewed By



Lashanda A. Hall  
Clerk to the Board



Michael W. Jarman  
County Manager

**RESOLUTION APPROVING THE RELEASES AND REFUNDS  
TO THE INDIVIDUALS LISTED HEREIN**

**SUBJECT AREA:** Finance

**ACTION REQUESTED:** Approval of Releases and Refunds as Prepared

**HISTORY/BACKGROUND:**

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

**EVALUATION:**

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

**RELEASES OVER \$100**

Year	Name	Account	Amount	Reason
2010	Chris Stephens	19158	\$180.21	Adjusted Value
2010	William Newberry	35360	138.13	Adjusted Value
2010	Jaison Dove	55918	377.12	Adjusted Value
2008	Teresa Williams	28716	137.81	Corrected Listing
2009	Teresa Williams	28716	104.28	Corrected Listing
2007	Teresa Williams	28716	151.67	Corrected Listing
2010	Cermen Cantu	18530	147.69	Adjusted Value
2010	Bradley Cromer	22075	158.23	Adjusted Value
2002	Jessie Hawkins	12098	645.51	Adjusted Value
2010	Virginia Riccolo	58679	344.08	Legal Exemption
2010	Addie Stroud	27775	467.35	Legal Exemption
2010	Matthew Sullivan	35847	192.08	Adjusted Value
2009	Lucille Jones	20228	415.44	Corrected Listing
2010	Lucille Jones	20228	344.58	Corrected Listing
2010	Lindsey Clifton	8513	101.36	Corrected Listing
2010	Howco Development LLC	67281	856.28	Adjusted Value
2010	Lensey Dail	42662	779.42	Corrected Listing
2009	Adrian Hussey	14532	129.08	Legal Exemption
2010	Adrian Hussey	14532	118.70	Legal Exemption
2009	Isaac Smith	10041	412.67	Adjusted Value
2010	David Crisp	10041	379.47	Adjusted Value
2010	Price Brothers Farming	69519	8678.33	Corrected Value
2010	James Jones	15898	205.68	Adjusted Value
2009	Ruby Taylor	29419	472.77	Corrected Listing
2010	Ruby Taylor	29419	456.59	Corrected Listing

**MANAGER'S RECOMMENDATION:**

Approval of releases as set out above.

**AMENDMENTS:**

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

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

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

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

\_\_\_\_\_  
Chairman

12/06/10  
Date

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Date



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

FY 2010 - 2011  
 Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
TRANSPORTATION		ADMINISTRATION		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>		
<b>REVENUES</b>			<b>EXPENDITURES</b>		
Account # and Title		Amount	Account # and Title		Amount
<u>INCREASE</u>			<u>INCREASE</u>		
22-3452-3606	GRANT-EMP	2,028.00	22-4510-4802	EMP	2,028.00
22-3452-3607	SUPPLEMENTAL EMP	2,682.00	22-4510-4803	SUPPLEMENTAL EMP	2,682.00
<u>DECREASE</u>			<u>DECREASE</u>		
22-3452-3602	RGP	-1,484.00	22-4510-4800	RURAL GENERAL PUBLIC	-1,484.00
22-3452-3605	SUPPLEMENTAL RGP	-981.00	22-4510-4801	SUPPLEMENTAL RGP	-981.00
22-3452-3611	EDTAP-SUPPLEMENTAL	-88.40	22-4510-4804	SUPPLEMENTAL EDTAP	-88.40
22-3452-3612	EDTAP	-304.60	22-4510-4807	EDTAP	-304.60
22-3452-3616	EDTAP-COUNCIL ON AGING	-457.40	22-4510-4808	EDTAP-COUNCIL ON AGING	-457.40
22-3452-3617	EDTAP-COA-SUPPLEMENTAL	-133.60	22-4510-4809	EDTAP-COA-SUPPLEMENTAL	-133.60
<b>Total</b>		<b>1,261.00</b>	<b>Total</b>		<b>1,261.00</b>
<b>Reason and Justification for Request:</b> BUDGET AMENDMENT TO BRING BUDGETED AMOUNTS IN LINE WITH ACTUAL APPROVED NUMBERS. WHENEVER THE BUDGET IS BEING PREPARED, APPLICATIONS ARE ALSO IN THE PROCESS OF BEING SUBMITTED FOR FUNDING, BUT THE ACTUAL APPROVED AMOUNTS ARE NOT RECEIVED UNTIL AFTER THE NEW FISCAL YEAR HAS BEGUN.					
Department Head Approval		Date	Finance Officer Approval		Date
<i>[Signature]</i>		11/17/10	<i>[Signature]</i>		11/17/10
Budget Officer Approval		Date			
<i>[Signature]</i>		11/23/10			
Board Approval (When Applicable)		Date	Date of Minutes		

**A RESOLUTION HONORING  
Barbara Sykes**

**WHEREAS, the Lenoir County Board of Commissioners wishes to proudly acknowledge and to publicly recognize employees retiring from the Lenoir County Department of Social Services; and,**

**WHEREAS, Ms. Barbara Sykes was employed by the County Director of Social Services as a Public Information Assistant IV on April 8, 1999; and,**

**WHEREAS, Ms. Barbara Sykes has dedicated her professional career at Lenoir County Department of Social Services to public service and to the citizens of Lenoir County; and,**

**WHEREAS, Ms. Barbara Sykes submitted her notice of retirement from the Lenoir County Department of Social Services effective January 1, 2011; and,**

**WHEREAS, Ms. Barbara Sykes will retire on December 31, 2010, with over eleven and one-half years of service from the Lenoir County Department of Social Services; and,**

**WHEREAS, The Board of Commissioners of Lenoir County is grateful for the fine services rendered by this outstanding citizen.**

**THEREFORE BE IT RESOLVED, this the 6th Day of December in the Year 2010 of our Lord, that the Lenoir County Board of Commissioners recognizes Ms. Barbara Sykes for her efforts, commitment and compassion that she has so freely given to the citizens of Lenoir County and further resolved that a copy of this Resolution be transmitted to Ms. Barbara Sykes by the Clerk to the Board of Commissioners of Lenoir County.**

**BOARD OF COMMISSIONERS OF LENOIR COUNTY**

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

**ATTEST:** \_\_\_\_\_  
Clerk to the Board of Lenoir County Commissioners

**DATE:** \_\_\_\_\_

BUDGET ORDINANCE AMENDMENT: CAPITAL PROJECTS FUND: JAIL PROJECT-BB&T FUNDS: \$18,500,000. INCREASE



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

FY 2010 - 2011  
 Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION		
CAPITAL PROJECTS		JAIL PROJECT-BB&T FUNDS		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	Account # and Title	Amount	
<b>INCREASE</b>		<b>INCREASE</b>				
43-3910-9100	LOAN PROCEEDS-BB&T-JAIL PROJ	18,500,000.00		43-8121-1990	ARCHITECT/ENGINEERING	209,418.00
				43-8121-1992	CONSTRUCTION MANAGEMENT	295,533.00
				43-8121-1993	GENERAL CONDITIONS	610,613.00
				43-8121-1994	TRANSACTION/ACTIVATION	69,500.00
				43-8121-4991	MISCELLANEOUS	138,527.00
				43-8121-4995	MATERIAL TESTING	100,000.00
				43-8121-5100	FURNITURE/EQUIPMENT	100,000.00
				43-8121-5850	CONSTRUCTION	16,963,709.00
				43-8121-7500	ISSUANCE COSTS	12,700.00
Total		18,500,000.00	Total	18,500,000.00		

**Reason and Justification for Request:**

BUDGET AMENDMENT TO APPROPRIATE LOAN PROCEEDS FROM BB&T RECEIVED ON 10/14/2010 FOR THE NEW JAIL CONSTRUCTION PROJECT.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Maize</i>	11/18/2010	<i>Martha H. Maize</i>	11/18/2010
Budget Officer Approval	Date		
<i>Michael W. [Signature]</i>	11/23/10		
Board Approval (When Applicable)	Date	Date of Minutes	

BUDGET ORDINANCE AMENDMENT: GENERAL FUND/CAPITAL IMPROVEMENTS FUND  
 OUTSIDE AGENCIES/CONTINGENCY/COMMUNITY DEVELOPMENT: \$100,000. 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 CAPITAL IMPROVEMENTS		OUTSIDE AGENCIES/CONTINGENCY/ COMMUNITY DEVELOPMENT		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> 10-3991-9910 FUND BALANCE APPROPRIATED	100,000.00	<u>INCREASE</u> 10-4202-6900 COMMUNITY COUNCIL FOR ARTS	50,000.00		
		10-9800-8502 TRNSF TO CAPITAL IMPROVEMENTS	15,000.00		
		10-9910-9910 CONTINGENCY	35,000.00		
<u>INCREASE</u> 40-3980-9800 TRNSF FROM GENERAL FUND	15,000.00	<u>INCREASE</u> 40-4930-5100 LENOIR COMMUNITY COLLEGE-C	15,000.00		
Total	100,000.00	Total	100,000.00		

**Reason and Justification for Request:**

To budget \$50,000 for the Community Council for the Arts, \$15,000 for repaving of the parking lot at Lenoir Community College, and \$35,000 to be used toward re-roofing of the old portion of the Library and for capital improvements at the SPCA. The amounts for the Library and SPCA have not yet been determined. This action was approved by the Board of Commissioners at the November 15, 2010 meeting.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Matis</i>	12/2/10	<i>Martha H. Matis</i>	12/2/10
Budget Officer Approval	Date		
<i>Michael W. [Signature]</i>	12/2/10		
Board Approval (When Applicable)	Date	Date of Minutes	

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 12/06/10 **ITEM NO.** 9

Resolution Approving 2011 County Holidays

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:**

Formally approve dates of County holidays.

**HISTORY / BACKGROUND:**

It is good personnel management practice to officially adopt an annual calendar of County holidays in order to reduce ad hoc questions (when holidays arise) and in order to better schedule completing tasks and managing work load.

**EVALUATION:**

As per prior policy and practice, the County holidays are patterned after the schedule adopted by the State of North Carolina.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

\_\_\_\_\_  
Initials

**RESOLUTION:**

**NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the attached 2011 Schedule of County Holidays, herein incorporated into this resolution by reference, is approved.

**AMENDMENTS:**

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

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

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

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

\_\_\_\_\_  
Chairman

12/06/10  
Date

\_\_\_\_\_  
ATTEST

12/06/10  
Date

# LENOIR COUNTY GOVERNMENT

## 2011 HOLIDAY SCHEDULE



<u>Holiday</u>	<u>Observance Date(s)</u>	<u>Day(s) Scheduled Off Work</u>
New Year's Day	December 31, 2010	Friday
Martin Luther King, Jr.'s Birthday	January 17, 2011	Monday
Good Friday/Easter Holiday	April 22, 2011	Friday
Memorial Day	May 30, 2011	Monday
Independence Day	July 4, 2011	Monday
Labor Day	September 5, 2011	Monday
Veteran's Day	November 11, 2011	Friday
Thanksgiving/Holidays	November 24, 25, 2011	Thursday & Friday
Christmas/Holidays	December 22, 23, & 26, 2011	Thursday, Friday, and Monday

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

Resolution Approving 2011 Calendar of Board Meeting Dates and Times

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:**

Formally approve all meeting dates and times of the Lenoir County Board of Commissioners.

**HISTORY / BACKGROUND:**

It is good practice to officially adopt an annual calendar. This calendar can then be published as well as sent to all news media.

**EVALUATION:**

The Clerk to the Board is responsible for maintaining this calendar so that citizens and staff have good advance notice of times, days and dates of meetings. Commissioners can modify the calendar if situations or emergencies warrant it to be changed. Historically, the Board meets only once during the months of July and December.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

\_\_\_\_\_  
Initials

**RESOLUTION:**

**NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the attached 2011 calendar of Board meeting dates and times, herein incorporated into this resolution by reference, is approved.

**AMENDMENTS:**

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

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

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

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

\_\_\_\_\_  
Chairman 12/06/10  
Date

\_\_\_\_\_  
ATTEST 12/06/10  
Date

**2011 CALENDAR**  
**REGULAR MEETINGS**

**LENOIR COUNTY BOARD OF COMMISSIONERS**

<b>DAY</b>	<b>DATE</b>	<b>TIME</b>
Monday	January 3	9:00 a.m.
Tuesday	January 18	4:00 p.m.
Monday	February 7	9:00 a.m.
Monday	February 21	4:00 p.m.
Monday	March 7	9:00 a.m.
Monday	March 21	4:00 p.m.
Monday	April 4	9:00 a.m.
Monday	April 18	4:00 p.m.
Monday	May 2	9:00 a.m.
Monday	May 16	4:00 p.m.
Monday	June 6	9:00 a.m.
Monday	June 20	4:00 p.m.
Monday	July 18	4:00 p.m.
Monday	August 1	9:00 a.m.
Monday	August 15	4:00 p.m.
Tuesday	September 6	9:00 a.m.
Monday	September 19	4:00 p.m.
Monday	October 3	9:00 a.m.
Monday	October 17	4:00 p.m.
Monday	November 7	9:00 a.m.
Monday	November 21	4:00 p.m.
Monday	December 5	9:00 a.m.

All meetings held in the First Floor Main Meeting Room of the Lenoir County Board of Commissioners, Lenoir County Courthouse, 130 South Queen Street, Kinston, North Carolina, unless modified and the media notified. The above-referenced calendar of regular meetings was unanimously adopted by the Lenoir County Board of Commissioners on December 6, 2010.

Michael W. Jarman  
County Manager

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 12/06/10 **ITEM NO.** 11A.

Resolution Approving Purchase of a Patrol / Narcotics Canine: \$13,300

**SUBJECT AREA:** FINANCIAL

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute a purchase order with Southern Police Canine, Inc., for training one handler and the purchase of one patrol/narcotics canine.

**HISTORY / BACKGROUND:**

For the past several years the Sheriff's Office has utilized specially trained dogs to detect the presence of narcotics, track fleeing criminals and missing persons, defense of the handler, and locate items used in connection with crimes. Over the years several of the Sheriff's Office canines have been retired because of age or sickness. Currently there is only one active canine.

**EVALUATION:**

Southern Police Canine, Inc. has been supplying canines to the Sheriff's Office over the past several years. The Sheriff's Office has negotiated with Southern Police Canine, Inc., to purchase a patrol/narcotics canine for \$13,300, which includes canine handler training. The Sheriff will use state controlled substance tax funds and donated funds to facilitate the purchase of this canine.

The Sheriff respectfully requests that the board of commissioners permit him to execute a purchase order with Southern Police Canine, Inc., for the purchase of a patrol/narcotics canine and the associated training for one handler.

**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 Southern Police Canine, Inc., for the purchase of a patrol / narcotics canine and the assoicated handler training.

Southern Police Canines----- \$ 13,300

Funding Account #: 16-4317-5100 \$11,450  
10-4310-5100 \$1,850

**AMENDMENTS:**

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

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

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

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

\_\_\_\_\_  
Chairman 12/06/10  
Date

\_\_\_\_\_  
ATTEST 12/06/10  
Date



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

FY 2010 - 2011  
 Appropriations

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

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION	
GENERAL CONTROLLED SUBSTANCE	FINANCE/SHERIFF FINANCE/SHERIFF CONTROLLED SUBSTANCE	VARIOUS	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>	
Account # and Title	Amount	Account # and Title	Amount
<b>INCREASE</b>		<b>INCREASE</b>	
10-3991-9910 FUND BALANCE APPROPRIATED	1,850.00	10-4310-5100 CAPITAL OUTLAY EQUIPMENT	1,850.00
<b>INCREASE</b>		<b>INCREASE</b>	
16-3991-9910 FUND BALANCE APPROPRIATED	11,450.00	16-4317-5100 CAPITAL OUTLAY EQUIPMENT	11,450.00
Total	13,300.00	Total	13,300.00

**Reason and Justification for Request:**

To appropriate \$1,850. from the Fund Balance of the General Fund to assist the Sheriff's Department in the purchase of a new canine. These funds were received as donations in fiscal years 02-03 and 03-04 for the purchase of a canine. This amendment also appropriates \$11,450. from the Fund Balance of the State Controlled Substance Fund to assist in the purchase. The State Controlled Substance Fund is funded by fines levied as taxes on seized controlled substances when the accused is convicted. These funds may only be used by the Sheriff to assist in illegal drug detection and arrests.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Maisha H. Martin</i>	12/2/10	<i>Maisha H. Martin</i>	12/2/10
Budget Officer Approval	Date		
<i>Michael W. Jarman</i>	12/2/10		
Board Approval (When Applicable)	Date	Date of Minutes	

Finance Office - Copy

Department - Copy

Administration - Copy

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

Resolution Approving the Endorsement of a Revision to the County HCCBG Funding Plan and Budget Ordinance Amendment Increasing Expenditures and Revenues for the Home & Community Care Block Grant

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to endorse the revised County HCCBG funding plan and approve a budget ordinance amendment increasing revenues and related expenditures for the FY 10-11 Home & Community Care Block Grant.

**Increase Expenditures:**

H & CCBG-DSS-----	\$2,345	Account #105332.4010
H & CCBG-COG-----	\$5,609	Account #105332.4011

**Decrease Expenditures:**

Foster Care-All County----	\$796	Account #105346.4971
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**Increase Revenues:**

H & CCBG-----	\$7,158	Account #103533.4010
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**HISTORY/BACKGROUND:**

The Home and Community Care Block Grant, effective July 1, 1992, is comprised of funding for in-home and community based services currently available through the Division of Aging as well as a portion of funding targeted for in-home and community based services previously administered by the North Carolina Division of Social Services. Older Americans Act funds constitute approximately 45% of Home and Community Care Block Grant funding and are intended to develop and enhance comprehensive and coordinated community based systems of services, opportunities and protections for older adults. Future funds appropriated by the General Assembly for this purpose will also be included in the Home and Community Care Block Grant. Area Agencies on Aging will fund county programs on aging through grant agreements with Boards of County Commissioners and community service providers.

The block grant gives County Commissioners maximum discretion in deciding how aging funds will be administered and budgeted in the county. By endorsing a local Funding Plan, Boards of County Commissioners will define the services to be provided, determine funding levels for services, and identify the community service providers to be involved with providing Home and Community Care Block Grant services. Home & Community Care Block Grant funds provide services to the elderly population of Lenoir County by providing meals, Level I, II and III in-home care services, operating local senior centers, and providing transportation. The revised Budget would total \$542,838. These funds are used by DSS and the local Council on Aging to provide senior services. The majority of the funds, \$409,728, are used by the Lenoir County Council on Aging.



Resolution Approving Contract Amendments for Legal Services:  
Dal Wooten & Chris Rogerson- Not to exceed \$165,900 annually  
Griffin and Griffin and Annette Turik --Not to exceed \$125,000 annually  
Griffin and Griffin—Not to exceed \$500 annually

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to authorize the Social Services Director to continue the current contracts in place for legal services with Dal Wooten, Chris Rogerson, Robert Griffin and Annette Turik for the remainder of Fiscal Year 2010-11.

**HISTORY/BACKGROUND:**

Lenoir County Department of Social Services has contracted with Robert Griffin over the last 32 years to provide legal services for the agency in the provision of protective services for abused, neglected and dependent children, for abused, neglected or exploited adults, and for the termination of parental rights and the adoption of children. The contract rate is \$90 per hour.

A secondary contract is necessary for the continuity of legal services when the primary attorney is unavailable, in cases where a conflict-of-interest may arise, and during times when the Department and the primary attorney are faced with a high volume of Child Welfare and Adult Services cases. The secondary provider of these services is Annette Turik at a rate of \$90 per hour. Charges for both attorneys are not to exceed \$181,906 in FY 2010-11. The Lenoir County Department of Social Services has contracted with Dal Wooten over the last 18 years to provide legal services for the agency in trying cases and establishing Court Orders for Paternity, Monetary Support, Medical Support and Arrears in the Child Support program. The contract rate is \$90 per hour.

A secondary contract is necessary for the continuity of legal services when the primary attorney is unavailable, in cases where a conflict-of-interest may arise, and during times when the Department and the primary attorney are faced with a high volume of Child Support cases. The secondary provider of these services is Chris Rogerson at a rate of \$90 per hour. Charges for both attorneys are not to exceed \$165,900 in FY 2010-11. In addition, the Department has negotiated a cap, maximum, or not-to-exceed amount of \$13,500 per month for the primary Child Support Attorney. The Department also contracts with Bob Griffin to provide administrative/legal services in personnel and other administrative matters at the same rate and not to exceed \$500 during the fiscal year. This contract rate is also \$90 per hour.

**EVALUATION:**

These contracts have historically been established on an annual basis. However, the Department is currently surveying other counties and researching the various options for legal services to ensure quality services at the most competitive rate and costs. The Department expects to report to the Board of Social Services the various Legal Services options available for consideration in the FY 2011/2012 Budget. The continuation of the current contracts in place is necessary for the continuation of legal services for the Department in FY 2010/2011. Sufficient funds were budgeted and appropriated in the current budget to cover all the legal costs noted herein. No new or additional appropriations are needed. The state/federal reimbursable rate is approximately 87.5% for Child Welfare and Adult Services, 66% for Child Support and 61% for personnel/administrative services.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

\_\_\_\_\_  
**INITIALS**

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** that the Lenoir County Board of Commissioners authorizes the Social Services Director to continue with the current legal contracts for legal services with Robert Griffin, Dal Wooten, Chris Rogerson and Annette Turik for Fiscal Year 2010-11 not to exceed \$181,906 for Child Welfare and Adult Services, \$500 for personnel/administrative services and \$165,900 for Child Support.

**AMENDMENTS**

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

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

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

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

\_\_\_\_\_  
Chairman 12/06/10  
Date

\_\_\_\_\_  
ATTEST 12/06/10  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 12/06/10 **ITEM NO.:** 14

Resolution and Budget Ordinance Amendment Appropriating \$528,000 in Federal TANF Funds and Private Foundation Funds for a New Subsidized Employment Program called JobBoost

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to appropriate \$528,000 in Federal TANF and Private Foundation Funds for the New JobBoost Subsidized Employment Program.

**Increase Expenditures:**

JobBoost-Subsidized Employment-----\$480,000  
JobBoost-Participation Expense-----\$48,000

Account #103550.4979  
Account #105350.4980

**Increase Revenues:**

Administrative Reimbursements-----\$528,000

Account #103531.3001

**HISTORY/BACKGROUND:**

The Division of Social Services is taking advantage of approximately \$4 million Federal TANF and \$1.5 million private foundation funds that are available for a new subsidized employment program called JobBoost. The program will create up to 1,000 jobs for TANF eligible individuals and provide needed experience to maintain long-term employment. TANF eligible individuals must be U.S. citizens or legal residents with a minor child under the age of 18 and the family income is at or below 200% of the federal poverty level.

The 34 counties with the highest unemployment rates and highest number of TANF eligible individuals such as Lenoir County were selected as potential participants in the JobBoost Program. All participants will be screened for TANF eligibility by the Lenoir County Department of Social Services. Participants in the program will receive supportive services such as, Food & Nutrition services, Medicaid, child care subsidy, transportation assistance, job coaching and other related services as appropriate. JobBoost will provide a flat wage subsidy of \$6.00 per hour. It will be the responsibility of the hiring employer to provide remaining wages up to the minimum wage level or higher. The employer will also be responsible for all taxes or other wage benefits. Funds for the JobBoost Program will be available until spent or a maximum of 20 weeks once implemented.

Lenoir County was selected for this program because of its unemployment rate. As of October 2010 data from the NC Employment Security Commission, Lenoir County's unemployment rate was 9.7%. US Census data estimates out of 56,387 people living in our County, approximately 40.5 percent or 22,837 citizens of Lenoir County are potentially eligible for this program based on information from the North Carolina Budget and Tax Office. The JobBoost program would help to employ more citizens of Lenoir County hopefully lowering the unemployment rate.

The Lenoir County Department of Social Services submitted a plan and was approved for \$528,000 to employ 100 citizens in Lenoir County. The program will provide an employment subsidy of \$6.00 per hour to employers for a maximum of 20 weeks or until funds are expended. The Department of Social Services will partner with Mark Pope, with Economic Development, to place participants in new and expanding businesses in Lenoir County.

**EVALUATION:**

The JobBoost funds are 100% Federal and private foundation funds requiring **NO COUNTY MATCH**. The funds are available until spent or a maximum of 20 weeks once implemented. The Department of Social services is allowed 10% of the allocation for administrative costs.

**MANAGER’S RECOMMENDATION:**

Respectfully recommend approval

\_\_\_\_\_  
**INITIALS**

**ORDINANCE: NOW, THEREFORE BE IT ORDAINED** by the Lenoir County Board of Commissioners appropriate \$528,000 in Federal TANF Funds for a New Subsidized Employment Program called JobBoost as follows:

**Increase Expenditures:**

JobBoost-Subsidized Employment-----	\$480,000	Account #103550.4979
JobBoost-Participation Expense-----	\$48,000	Account #105350.4980

**Increase Revenues:**

Administrative Reimbursements-----	\$528,000	Account #103531.3001
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**AMENDMENTS**

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

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

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

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

\_\_\_\_\_  
Chairman 12/06/10  
Date

\_\_\_\_\_  
ATTEST 12/06/10  
Date



**CITY OF KINSTON**  
**INTER-OFFICE MEMORANDUM**

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**TO:** Mr. Mike Jarman, County Manager                      **DATE:** 12/02/10  
**FROM:** Bill Ellis, Director Parks & Recreation  
**RE:** Woodmen Foundation Operating Agreement

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Attached is the Cooperation and Development Agreement for the Woodmen Community Center. The agreement is complete but will need final review by the city and county attorneys and the Woodmen of the World attorneys. I am highlighting the main differences between the memorandum of understanding between the City and County and the Woodmen of the World for the community center and the operating agreement.

1. The center will contain plus or minus and additional 5,000 square feet for the Kinston/Lenoir County Parks & Recreation Department's Administrative offices. The City of Kinston will pay \$200,000 for this additional space upon the earlier date of the sale of the building in which said offices are located or 18 months after the opening of the community center.
2. Until five (5) years after the swimming pool and water park at the center are operational, the foundation shall reimburse the city for any operational deficits. Five years after the swimming pool/water park are in operation and for the duration of the term of this agreement, the city and county will contribute up to a cumulative maximum of \$100,000 (50/50) towards operational deficits if any exist.
3. The term of this agreement shall be 30 years from the first day of the month the center is open.

**Operational Agreement Highlights**

1. The Woodmen Foundation has contributed 7 million dollars to this project.
2. Any construction cost overruns shall be paid by the Woodmen Foundation.
3. All operational deficits are funded 100% by the Woodmen Foundation for the first 5 years after the pool/water park are opened.
4. The city and county shall fund \$500,000 each for this project and the Golden Leaf Foundation shall fund \$350,000.
5. This is a minimum of \$8,350,000.000 construction project for Lenoir County.
6. The Kinston/Lenoir County Parks & Recreation Department will have additional operating costs of approximately \$100,000 per year in its Recreation budget, which will include a Center Supervisor, lifeguards and maintenance costs. These costs will be split between the city and the county.

7. The Administrative offices will have a cost of approximately \$550,000 (\$110/sq. ft.). The city will only have to reimburse the Woodmen Foundation \$200,00 of this cost and will have 18 months after the center is opened or until the old offices are sold at 0% interest before payment is due.
8. The Woodmen of the World will pay fair market value rent for their office space even though their foundation is paying for the construction of these offices.

Demolition of the old Smithfield structure is 90% complete with only the foundation and underground utilities needing removal. The substantial completion date is scheduled for mid-December. Currently, contractors are being qualified for bidding purposes and is expected for the construction phase of this facility to begin in late January. With construction time being approximately 14 months. The facility should be operating in March, 2012.

I would like to ask the council to approve the attached operating agreement at their December 6, 2010 meeting.

**COOPERATION AND DEVELOPMENT AGREEMENT FOR**  
**WOODMEN COMMUNITY CENTER**  
**KINSTON, NC**

This agreement is made as of November \_\_, 2010, among WOODMEN FOUNDATION, a Nebraska not-for profit corporation ("Foundation"), THE CITY OF KINSTON, NORTH CAROLINA ("City"), and LENOIR COUNTY, NORTH CAROLINA ("County").

WHEREAS, Foundation wishes to develop, own, and jointly operate a fitness and recreational facility;

WHEREAS, City and County desire to provide additional fitness and recreational facilities for their respective residents;

WHEREAS, Foundation has purchased from Smithfield Packing Company ("Smithfield") that certain parcel of land upon which is located Smithfield's former packing plant located at 2602 West Vernon Avenue, in Kinston, North Carolina, (that land, the "Site;" and

WHEREAS, Foundation, City, and County wish to work together to construct and operate a new fitness and recreational complex (the "Facility") on the Site (the development and construction of the Facility on the Site is herein referred to as the "Project").

NOW, THEREFORE, inconsideration of the mutual covenants of this agreement, and for other good consideration, the parties agree as follows:

**I. PURPOSE**

This agreement specifies the terms and conditions under which Foundation, City, and County will jointly fund, plan, develop, construct, own, operate, manage, maintain and lease the Facility.

**II. PROJECT DESCRIPTION**

1. The parties contemplate that the Facility will include a multi-purpose building containing a gymnasium, fitness area, meeting room, locker areas, administrative areas, and office areas with an estimated cost in excess of \$8,000,000. The Facility may also include a swimming pool and shall include an indoor practice facility for field sports such as soccer and baseball, and administrative facilities for City's Parks and Recreation Department.
2. The Site will include one or more parking areas, walks and drives adequate to serve the combined needs of the Facility, and, subject to the availability of adequate space, one or more athletic fields.
3. The Facility will be developed and owned by Foundation, utilizing the assets of Foundation and the proceeds of a mortgage loan obtained from a mortgage lender, to finance the purchase of the Site and the development and construction of the Facility (that loan, and any loan obtained for refinancing that loan, the "Mortgage Loan").
4. A portion of the Facility will provide space to be leased by the Foundation to Woodmen of the World Life Insurance Society and/or Omaha Woodmen Life Insurance Society ("Woodmen") so that Woodmen may re-locate its East North Carolina field offices to Kinston (those offices, the "Woodmen Field Office").

5. City through the Kinston/Lenoir County Parks and Recreation Commission, and Foundation will jointly operate the portion of the Facility not leased to Woodmen as a community fitness and recreational facility for the use of the residents of City and County, other members of Woodmen ("Woodmen Members") and others permitted to use the Facility in accordance with this agreement.

### III. TERM

1. Subject to the provisions of this agreement providing for early termination, this agreement is for a period of 30 years following the first day of the month including the date on which the Facility is first opened for the use of the residents of City and County (the "Commencement Date").

2. Upon the expiration or termination of this agreement, Foundation shall retain ownership of the Site and the Facility.

### IV. PROJECT ADMINISTRATION

No separate legal or administrative entity is created by this agreement. Subject to the terms and conditions of this agreement, Foundation shall serve as lead administrator and be responsible for the administration of the Project for purposes of acquisition of the Site and the design, development and construction of the Facility; and City shall serve as the lead administrator and be responsible for the administration of the Facility for ongoing operational purposes.

### V. OBLIGATIONS OF THE PARTIES

#### A FOUNDATION.

Foundation agrees, subject to the terms and provisions of this agreement, to:

1. Cause to be filed in the official real estate records of Lenoir County, North Carolina (the "Official Real Estate Records"), a memorandum of this agreement;
2. Purchase the Site from Smithfield in the name of Foundation;
3. prepare the Site for the development and construction of the Facility, including demolition of that portion of the existing improvements to the site required for purposes of the Project;
4. retain a design-builder for purposes of the design and construction of the Facility ("Design-Builder"), who will in turn engage an architect for purposes of the Project (the "Design Consultant");
5. manage the design and construction of the Facility;
6. subject to the provisions of this agreement, provide the funds required to pay all costs of design, construction, equipping and furnishing the Facility in accordance with the Project Budget (defined in Section VII);
7. lease the Woodmen Field Office to Woodmen;
8. maintain the Casualty Insurance (defined in Section XIV.2)
9. finance Operations Deficits (defined in Section IX);
10. finance Capital Repairs and Improvements (each defined in Section XII);

11. cooperate with the City for purposes of jointly operating the Facility; and
12. obtain the Mortgage Loan.
13. make the site and the Facility, except that portion leased to Woodmen pursuant to Section 11.4. available for use as a community center throughout the term of this agreement.
14. provide not less than 4,988 square feet of space for use as the administrative offices of the Kinston/Lenoir County Parks and Recreation department.

**B CITY.**

City agrees, subject to the terms and provisions of this agreement, to:

1. Contribute at least \$500,000.00 to Foundation for purposes of the construction of the Facility (the "City Investment");
2. cause to be filed in the Official Real Estate Records, an affidavit establishing the Date of Commencement;
3. at all times during the term of this agreement, operate the Facility as a community recreation center in accordance with this agreement;
4. at all times during the term of this agreement, provide the personnel to perform all Routine Maintenance (defined in Section XII).
5. relocate its recreation department's administrative offices to the Facility and pay to the Foundation the sum of \$200,000 upon the earlier date of the sale of the building in which said offices are located or 18 months after the opening of the Community Center

**C COUNTY.**

County agrees, subject to the terms and provisions of this agreement, to:

1. Contribute at least \$500,000.00 to Foundation for purposes of the construction of the Facility (the "County Investment"); and
2. fund and cooperate with City for purposes of operating the Facility consistent with its current arrangement for providing recreational opportunities for residents of Lenoir County through Kinston/Lenoir County City Parks and Recreation Department.
3. Provide grants funds in the sum of \$350,000 upon the County's receipt of an equal amount from the Golden Leaf Foundation.

**VI. PURCHASE OF THE SITE**

1. Foundation has purchased the Site more particularly described on Exhibit A and will use the Site for construction of the Facility.
2. This Agreement is made with the understanding that Foundation will not sell or convey the Site, or any portion thereof, without first giving the City and County a first right of refusal to purchase the Site as set forth in Section XVIII.

**VII. DESIGN AND CONSTRUCTION OF THE FACILITY**

1. The parties each hereby designate the individuals specified in Article XXII.9 (collectively, the "Party Representatives") as their primary and secondary representatives for purposes of the design and construction of the Facility.

2. In anticipation of this agreement, Foundation has retained the services of Darland Construction Co. of Omaha, Nebraska, as the Design-Builder under the terms and provisions of the agreement between Foundation and Darland dated March 2, 2010, (that agreement, as it may be amended, the "Design-Build Agreement"). Design-Builder has retained the services of Avant Architects, Inc, of Omaha, Nebraska, as the Design Consultant.

3. Design Consultant has prepared a facilities program, (the "Facilities Program") and a schematic plan of the Facility (the "Schematic Plan"). Design-Builder and Foundation have prepared a budget of estimated costs to develop, construct, equip, and furnish the Facility consistent with the Facilities Program and Schematic Plan, (that budget, including any amendments, the "Project Budget").

4. In consultation with City, County, and Woodmen, Foundation will endeavor to refine the Facilities Program, Schematic Plan and the Project Budget for purposes of developing the construction plans and specifications (the "Construction Plans") required to obtain a GMP Proposal (defined in the Design-Build Agreement) from Design-Builder. All significant changes in the size, features uses or scope of the Facility will be subject to the review and approval of City and County, which approval shall not be unreasonably withheld, conditioned or delayed.

5. So long as the GMP Proposal is not greater than the GMP as projected in the Project Budget, Foundation will cause the Facility to be constructed, equipped and furnished in accordance with the Construction Plans.

### **VIII. WOODMEN FIELD OFFICE**

1. Foundation will lease the Woodmen Field Office to Woodmen under the terms and conditions of a separate lease agreed to between Foundation and Woodmen (the "Field Office Lease"). The Field Office Lease will include fair market rental rates which will be confirmed through one or more qualified independent third parties with knowledge of the local commercial office rental market. The nonmonetary terms and conditions of the Field Office Lease will be subject to review and approval of City and County, which approval shall not be unreasonably withheld, conditioned or delayed.

2. The terms and conditions of the Woodmen Field Office Lease shall provide for the payment of reasonable rental, reimbursement of taxes and insurance and contributions to common area maintenance and other expenses of operation of the Facility, commensurate with the use and occupancy of the Woodmen Field Office by Woodmen.

3. Woodmen will be permitted to locate directional signage identifying the Woodmen Field Office in the corridors adjacent to the Woodmen Field Office, near the entrance drive leading to the Facility, on the exterior of the Facility, and other locations reasonably required by Woodmen to identify the Woodmen Field Office. All signage shall comply with local ordinances.

4. Foundation and City agree to cooperate in the development of reasonable rules and regulations governing access, security and other matters which may arise in connection with the use of the Woodmen Field Office by Woodmen.

5. Woodmen will employ not less than six (6) full time employees at the Woodmen Field Office.

## IX. OPERATION OF FACILITY

1. City and Foundation shall jointly operate the Facility as a fitness and recreation center. Without limitation, City will serve as the lead administrator for the operation of the Facility, and in such capacity shall:

(a) Develop in consultation with Foundation an operational program, including hours of general operation, and the general scope of activities and programs to be conducted at the Facility, including but not limited to a youth sports programs, fitness and exercise classes, general recreation, and other activities for children and adults, but City shall have sole and exclusive discretion and decision-making authority as to the public recreation activities and programs conducted at the Facility;

(b) Develop a marketing plan, including but not limited to: (i) an economic overview; (ii) a supply/competition analysis; (iii) a calendar of events; (iv) a review and forecast of projected number of memberships to be sold, projected revenue from activities fees, facilities rentals, etc; (v) a narrative of market strategies and action plans; (vi) a planning calendar; and (vii) a marketing budget which shall become part of the Operations Budget as described below (the "Marketing Plan"), and which is in form and in substance acceptable to Foundation;

(c) prepare a fiscal year budget for the operation of the Facility separate from City's other facilities and programs (the "Operations Budget"), including the following items: (i) projected number of memberships; (ii) projected gross revenue, detailed by source; (iii) projected expenses, detailed by type; (iv) detailed proposed scheduling of staff, salaries, and wages; (v) membership rates and charges for other services; (vi) insurance premiums and property taxes; (vii) advertising, promotional, and marketing expenses; (viii) routine auditing expenses; and (ix) a narrative overview of all budgeted revenue and expense levels, in a form and in substance acceptable to Foundation (the "Pro Forma Operation's Budget") provided however, that nothing herein shall require City to modify or deviate from its current budgeting practices and procedures for provision of recreation services;

(d) provide all personnel and services required for grounds and landscaping maintenance for the entire site and for the operation of the Facility, including without limitation, all cleaning, maintenance and repairs other than Capital Repairs and Improvements (defined in Article XII), necessary to maintain the Facility in a first class condition ("Routine Maintenance):

(e) permit members of Woodmen to use the Facility and participate in the activities and programs at the Facility at reduced "group membership" rates available to other groups reasonably agreed to between City and Foundation; and

(f) permit Woodmen on a priority basis but subject to Facility availability and City's facility-access policies to hold Woodmen sponsored events at the Facility without charge.

2. In addition to and not in limitation of the provisions of this agreement, above, the Operations Budget shall:

(a) include as income, the amount of rental income received by Foundation on account of the Field Office Lease;

(b) include as an expense, Foundation's debt service on the Mortgage Loan, an amount intended to amortize the other costs incurred by Foundation in developing and constructing the Facility and Foundation's costs of providing Casualty Insurance;

(c) include as an expense, utilities at the same rate charged by City to other public recreation facilities;

(d) not include as an expense reimbursement of City and Foundation for all Liability Insurance and Casualty Insurance provided by City and Foundation under this agreement.

(e) include a reasonable amount, but not less than twenty (20) cents per square foot of the Facility, to be applied to a sinking fund for purposes of future Capital Repairs and Improvements; and

(f) not include as an expense, any amount for Contributed Personnel or Routine Maintenance.

3. City shall establish and operate accounting and internal audit control systems consistent with state law and with its current level of fiscal responsibility and oversight of recreation facilities and services and in connection with the foregoing, City shall establish and maintain complete, proper, current, and accurate records and books of account, reflecting all transactions of the Facility and of City with respect to the Facility. Such books and records shall be prepared in accordance with generally accepted governmental accounting principles. City shall store safely such books and records consistent with its obligations under public records laws and records retention laws. All books and records relating to the Facility shall be available to the Foundation and its representatives at all reasonable times after each notice from Foundation to City of Foundation's desire to examine, audit, inspect, and transcribe same. Upon request from Foundation, City shall provide copies (including electronic versions) of all books and records relating to the Facility.

4. City shall deliver to Foundation by the tenth (10<sup>th</sup>) working day of each month, an accounting for the operations of the Facility, including a detailed profit and loss statement and balance sheet and cash flow statement showing the results of the operation of the Facility for the preceding month and for the fiscal year to date, and a marketing report including, without limitation, a list of existing, renewal and new members.

5. Within one hundred twenty (120) days after the end of each fiscal year, City shall deliver to Foundation financial statements including a detailed balance sheet, a statement of sources and uses of funds, an income and expense statement showing the results of operations of the Facility during such calendar year, certified by the City Finance Officer (the "Annual Accounting"). Foundation, may, audit the books and records relating to the operation of the Facility by Foundation's internal auditing department or by Independent Accountants selected by Foundation. If the Foundation's audit discloses a material misstatement in the records as certified by the City's Finance Officer, then the reasonable out of pocket expenses incurred by Foundation in connection with any such audit shall be deemed an operating expense of the Facility.

6. City will pay all proper bills and expenses incurred in the operation of the Facility and will file returns and pay all sales and payroll taxes as may be required by law, relating to the Facility. City shall pay as a part of the operating expenses of the Facility, when due, all taxes, and all charges for utilities and all other public services furnished to the Facility. City likewise shall pay as part of the operating expenses of the Facility the replacement cost of supplies, all wages; and all other costs incurred for the proper operation of the Facility in accordance with the provisions hereof.

7. Foundation shall have the right to provide input to City, which the City agrees to consider in good faith, regarding the employment of Facility Manager, Facility Programmer and Director of Marketing, if any (collectively "Key Personnel").

8. City will be solely responsible for the hiring and supervision and direction of all personnel working at the Facility and any other persons performing City's duties under this agreement. City will provide the Routine Maintenance and the Facility Programmer, lifeguards required for the pool included within the Facility and two part-time employees each working up to 20 hours per week, at City's sole cost and expense (those City employees, the "Contributed Personnel"). Costs associated with all personnel other than the Contributed Personnel will be considered to be an operating expense of the Facility.

9. City shall endeavor to operate the Facility in a manner which results in no deficit of the actual amount of income from the operation of the Facility ("Operations Income") against actual expenses of operation of the Facility and the actual amount of other expenses included in the Operations Budget ("Operations Expenses", and any such deficit, an "Operations Deficit"). The parties will, at least annually, conduct a review of the income, expenses and operations of the Facility in order to make adjustments as needed to avoid or minimize any Operations Deficits.

10. Until the first full fiscal year that begins after the swimming pool and water park at the Facility have been operational for five years, Foundation shall reimburse City for any Operations Deficit. Beginning with the first full fiscal year that is five years after the swimming pool and water park at the Facility are operational, and for the duration of the term of this agreement, City and County will contribute one-half of Operations Deficits and Foundation will contribute one-half of Operations Deficits; provided that (a) the portion contributed by the City and County will be shared equally between the City and County and (b) the cumulative maximum contribution towards Operations Deficits by the City and County will not exceed \$50,000 each.

11. All parties will comply with all applicable governmental laws, regulations, ordinances and laws ("Applicable Laws") regarding the operation of the Facility, including any Applicable Laws regarding the receipt, storage, use, and disposal of potentially hazardous substances and materials.

12. No party shall discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability as defined under the Americans with Disabilities Act, political or religious opinions, affiliations or national origin.

## **X. PAYMENT OF INVESTMENT BY CITY AND COUNTY**

City Investment and County Investment each shall be paid to Foundation as follows:

1. One half of County Investment shall be paid when the construction of the Facility is 50% complete; and the remainder shall be paid upon Final Completion of the Facility in accordance with the Design-Build Agreement.
2. Up to one half of the City Investment shall be paid when construction of the facility is 50% complete and the remainder shall be paid upon Final Completion of the Facility, in accordance with the Design-Build Agreement but in no event shall the City Investment be paid at a rate exceeding \$100,000 per year for five (5) consecutive years.

## **XI. NAMING RIGHTS**

1. The Facility will be known as the "Woodmen Community Center" or such other name specified by Foundation and not reasonably objected to by City or County (the "Facility Name") and will include the logo used by the City's parks and recreation commission as well as the Foundation's logo.
2. City and County will endeavor to use, and to the extent controlled by City or County, will require all other persons to use the Facility Name whenever referring to the Facility in any manner.
3. The Facility will include signage approved by City and Foundation and subject to local sign ordinances, identifying the facility, and the Woodmen Field Offices. No other signage will be erected without the consent of Foundation except that City may erect signage related to its operations and use of the Facility as a public recreation facility.

## **XII. POST CONSTRUCTION REPAIRS AND IMPROVEMENTS**

1. City shall perform all Routine Maintenance, at City's sole expense.
2. Upon completion of the initial construction of the Facility, no alterations, additions, improvements, remodeling or other physical changes to the Facility will be permitted, except that Woodmen may make non-structural modifications to the Woodmen Field Office, and any party may make temporary emergency repairs to the Facility that are necessary to preserve and protect the Facility in the event of casualty damage to the Facility, or to protect the safety of persons using the Facility.
3. The need for Capital Repairs and Improvements shall be determined by Foundation, with the reasonable assistance of City. All needed Capital Repairs and Improvements shall be performed by Foundation. For purposes of this agreement "Capital Repairs and Improvements" means repairs and improvements with a cost greater than \$5,000.00, and with a useful life in excess of 5 years. City will inspect roof and parking areas at least every three (3) years and perform any necessary Routine Maintenance.

## **XIII. DAMAGE OR DESTRUCTION OF THE FACILITY**

1. If any damage to or destruction of the Facility (a "Casualty") occurs prior to the Date of Commencement, such Casualty shall be repaired and restored by Foundation utilizing the proceeds of the Casualty Insurance. Any deductible under the Casualty Insurance policies not paid by the Design-Builder shall be paid by Foundation.

2. Subject to Section XIII. 3, if any Casualty which is insured under collectible insurance policies occurs on or after the Date of Commencement, such Casualty shall be repaired and restored by Foundation utilizing the proceeds of the Casualty Insurance. Any deductible under the Casualty Insurance policies not paid by the Design-Builder shall be paid by Foundation.

3. If any Casualty occurs on or after the Date of Commencement and that Casualty (a) is not insured under collectible insurance policies, (b) results in the destruction of more than 50% of the Facility, or (c) cannot be repaired or restored within 180 days following the date of the Casualty, Foundation shall determine whether to repair or restore the Facility. If Foundation shall so decide to not repair or restore the Facility, Foundation will reimburse to City and County, City Investment and County Investment, respectively, pro-rated for each year or portion thereof between the Date of Commencement and the date of the Casualty. The percentage shall be calculated by the number of years in operation divided by the 30 year term of the agreement.

#### **XIV. INDEMNIFICATION**

1. Foundation will indemnify and hold harmless City, and County, their respective directors, officers, agents and employees, their respective successors and assigns, individually and collectively from and against all liability for any fines, claims, suits, demands, actions or causes of action of any kind and nature asserted by any person, for personal injury or death, or property damage in any way arising out of or resulting solely from any negligent or intentional act or omission of Foundation, or Foundation's employees, agents or contractors, in connection with its performance of its obligations under this agreement, and agrees to pay all expenses in defending against any claims made against City or County arising out of its performance of its obligations under this agreement; provided that Foundation will not be liable to City or County under this indemnity for any injury, damage or loss occasioned by the negligence or willful misconduct of City or County, respectively, or their respective agents, contractors or employees.

2. City will, to the extent permitted by law, indemnify and hold harmless Foundation and County, their respective directors, officers, agents and employees, their respective successors and assigns, individually and collectively from and against all liability for any fines, claims, suits, demands, actions or causes of action of any kind and nature asserted by any person, for personal injury or death, or property damage in any way arising out of or resulting from any negligent or intentional act or omission of City, or City's employees, agents or contractors, in connection with its operation and use of the Facility and performance of its other obligations under this agreement, and agrees to pay all expenses in defending against any claims made against Foundation or County arising out of its performance of its operation and use of the Facility and performance of its other obligations under this agreement; provided that City will not be liable to Foundation or County under this indemnity for any injury, damage or loss occasioned by the negligence or willful misconduct of Foundation or County, respectively, or their respective agents, contractors or employees.

3. County will to the extent permitted by law, indemnify and hold harmless Foundation and City, their respective directors, officers, agents and employees, their respective successors and assigns, individually and collectively from and against all liability for any fines, claims, suits, demands, actions or causes of action of any kind and nature asserted by any person, for personal injury or death, or property damage in any way arising out of or resulting solely from any negligent or intentional act or omission of County, or County's employees, agents or

contractors, in connection with its performance of its obligations under this agreement, and agrees to pay all expenses in defending against any claims made against Foundation or City arising out of its performance of its obligations under this agreement; provided that County will not be liable to Foundation or City under this indemnity for any injury, damage or loss occasioned by the negligence or willful misconduct of Foundation or City, respectively or their respective agents, contractors or employees.

4. Except to the extent of liability insurance purchased pursuant to the terms of this agreement, nothing in this agreement shall be deemed to constitute a waiver by City or County, or their officers, agents or employees of governmental immunity from liability for provision of public recreation functions and services.

## **XV. INSURANCE**

1. Prior to the start of construction activities until the Date of Commencement, Foundation shall procure and maintain in effect appropriate general liability insurance for bodily injury or death, property damage or personal injury ("Liability Insurance") with at a minimum, total policy limits of \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate, and builders risk insurance including fire, theft and extended coverage hazard insurance, including damage from vandalism, on the Facility and the equipment therein, in amounts and with deductibles reasonably determined by Foundation ("Builders Risk Insurance"). The cost of such insurance shall be paid by Foundation.

2. Following the Date of Commencement, City shall procure and maintain at its own expense the Liability Insurance with at a minimum, total policy limits of \$10,000,000.00 per occurrence/\$10,000,000.00 aggregate. Foundation and County shall be additional named insureds.

3. Following the Date of Commencement, Foundation shall procure and maintain at its own expense property and casualty insurance including fire, theft and extended coverage hazard insurance, including damage from vandalism, on the Facility and the equipment therein, in amounts and with deductibles, reasonably determined by Foundation ("Casualty Insurance") but in no event less than such amount as will fully insure City and County Investment. Foundation's cost of the Casualty Insurance following the Date of Commencement shall be included in the Operations Budget and reimbursed to Foundation.

4. Each party hereto shall furnish to the other parties satisfactory evidence that it carries Workers' Compensation Insurance in accordance with Applicable Law.

5. Certificates evidencing the existence of the Liability Insurance, Builders Risk Insurance, and Casualty Insurance shall be delivered by the party charged with maintaining such insurance to the other parties. All policies shall, without limitation, be issued by a company having at least one of the following A.M. Best Co. combinations of Best's Rating and Best Financial Size Category: A-, XIII; A, IX; A+, VII; or A++, V. Each policy shall contain a valid provision or endorsement that the policy may not be cancelled, terminated or materially changed or modified without giving 30 days written advance notice thereof to the parties, and shall otherwise be in a form reasonably acceptable to the parties. Each policy shall contain an additional endorsement providing that the insured's carrier shall not, without obtaining advance permission from the parties, raise any defense involving in any way the immunity of City or

County, or their officers, agents or employees, the governmental nature of City or County, or the provisions of any statutes respecting suits against City or County.

6. Foundation, City and County each shall not assert against one another, and Foundation, City and County hereby waive as against the other and the other's respective directors, officers, agents and employees, their respective successors and assigns, individually and collectively, any claims on account of injury to persons or damage to property arising out of the ownership, operation, improvement, alteration, management, repair or maintenance of the Facility, to the extent that such claims are covered under the insurance required under this Article, and to the extent that the foregoing waiver shall not impair the validity of any insurance policy or the availability of any such coverage. Each policy of insurance required under this Agreement shall contain a specific waiver of subrogation recognizing the provisions of this section, or a provision to the effect that the waivers contained in this section shall not affect the validity of the policy or the obligations of the insurer to pay the full amount of any loss sustained.

## **XVI. INDEPENDENT CONTRACTOR**

All acts the parties or their respective employees, agents and contractors perform pursuant to this agreement shall be undertaken as independent contractors, and not as employees of the others. No party has authority to bind the others by or with any contract or agreement, nor to impose any liability upon the others. All acts and contracts of each of the parties shall be in its own name and not in the name of the others, unless otherwise provided herein.

## **XVII. APPROVAL**

The parties represent and warrant that all preconditions, including resolutions, ordinances or other necessary board actions have been passed and duly adopted authorizing the implementation and execution of this agreement.

## **XVIII. TERMINATION**

1. This agreement may be terminated by Foundation, at its sole option;

A. Upon reimbursement to City and County of the City and County Investment, respectively, pro-rated as set forth in Section XIII.3 and reimbursement of the additional contribution paid by the City under Section V.B.5 and reimbursement of the additional funds paid by the County under Section V.C.3 or

B. Upon breach by City or County of their respective obligations under this agreement, unless such breach is cured within 30 days after notice from Foundation to City or County, respectively; or

C. Upon 180 days notice at any time that Operations Deficits incurred and paid by the Foundation exceed \$200,000.00 over any 5 consecutive fiscal years or a cumulative total of \$1,000,000.00.

In the event of termination by Foundation, City and County shall have the exclusive right of first refusal to purchase the Site and Facility on the following terms and conditions: In the event that Foundation shall receive a firm offer to purchase the Site or Facility at a price then of interest to the Foundation, the Foundation shall within twenty (20) days of receipt of said offer to purchase, notify the City and County of the proposed purchaser and the proposed price and terms of sale. The City or County shall thereupon have the right of first refusal to purchase the premises at the

price and on the terms offered by the proposed purchaser. Either City or County may exercise its right of first refusal by giving notice of its election to purchase to the Foundation within thirty (30) days following receipt of the notice from the Foundation. Upon election by the City or County to purchase the Facility and/or Site and upon deliver of the purchase price to the Foundation, the Foundation shall tender a good and sufficient warranty deed conveying to the City and/or County the fee simple title to the said premises, free and clear of all encumbrances, except this agreement and any easements, rights of way, covenants and restrictions of record, the Field Office Lease, all building and use restrictions, and all current real property and personal property taxes.

This agreement may be terminated by City, at its sole option upon breach by Foundation of its obligations under this agreement unless such breach is cured within 30 days after notice from City to Foundation.

This agreement may be terminated by County, at its sole option upon breach by Foundation of its obligations under this agreement unless such breach is cured within 30 days after notice from County to Foundation.

#### **XIX. REFINANCING**

City and County agree to cooperate in any effort by Foundation to refinance the Mortgage Loan,

#### **XX. SUBORDINATION**

Provided that Foundation has investment in the Facility in an amount not less than the combined and paid City and County Investment, this agreement shall at all times be subject to and subordinate to any first deed of trust or mortgage in favor of any bank, insurance company, or other institutional lender (including without limitation, a trustee for the benefit of the holders of loan participations, bonds or pass-through certificates) granted by Foundation for the purpose of securing the Mortgage Loan ("First Mortgage Holder"). The provisions of this Section will be self-operating, without the requirement of any additional agreement. Notwithstanding the foregoing provisions of this Section, the parties agree to execute and deliver to any First Mortgage Holder a subordination agreement reasonably acceptable to First Mortgage Holder.

#### **XXI. DISPUTE AVOIDANCE AND RESOLUTION**

1. The parties will first attempt to resolve disputes or disagreements through a meeting between the Party Representatives for the parties involved in the dispute or disagreement (the "Involved Parties").

2. If at any time there is a dispute or disagreement with respect to this agreement which is not resolved through informal discussions among the respective Party Representatives, then upon the request of any party, the respective Party Representatives shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the respective Party Representatives, the parties will exchange relevant information that will assist the Involved Parties in resolving their dispute or disagreement.

3. If after meeting the respective Party Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to all Involved Parties, then any Involved Party may, within thirty (30) days of the conclusion of the meeting of their respective Party

Representatives, submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the Involved Parties cannot so agree, a mediator designated by the NC Dispute Resolution Commission . The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the NC Rules for Mediated Settlement Conferences. Unless otherwise mutually agreed by the parties and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

4. Unless the Involved Parties agree otherwise, any disputes or controversies between them arising out of or relating to this agreement which have not been resolved through mediation shall be decided by arbitration in accordance with the NC Arbitration Act then in effect. The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof. The parties expressly agree that any arbitration pursuant to this Section may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy.

5. Each Involved Party shall bear its own attorneys' fees and expenses in connection with any arbitration or any other final, binding dispute proceeding upon which the Involved Parties may agree, except as such fees and expenses may be taxed as costs in accordance with Applicable Laws.

6. The parties shall continue to perform their responsibilities under this agreement pending the final resolution of any dispute or disagreement between the parties.

## **XXII. GENERAL TERMS AND CONDITIONS**

1. Nothing in this agreement will be construed to provide City, County, or Woodmen with any ownership, right, title or interest in the Facility or the Site except as provided in this agreement.

2. Captions used in this agreement are for convenience and are not used in the construction of this agreement.

3. Parties to this agreement shall comply with all existing and applicable ordinances, and resolutions of City and County, state and local laws, federal laws and all other existing and applicable rules and regulations. North Carolina law will govern the terms and the performance under this agreement.

4. City and County agree that, during the term of this agreement, they will not acquire an interest, direct or indirect, in a comparable community center facility within Lenoir County . To be comparable, another community center facility must have substantially the same amenities and features existing at the Facility as described in Section II.

5. This agreement will not merge into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties with respect to the subject matter hereof.

6. This agreement contains the entire agreement of the parties. No representations were made or relied upon by any party other than those that are expressly contained herein. No

agent, employee or other representative of any party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer or the respective parties.

7. None of the parties hereto may assign its rights under this agreement without the prior written consent of the others.

8. This agreement will inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

9. For purposes of notice, including legal service of process, the following named individuals shall be the authorized representatives of the parties:

Foundation:

Primary Representative:

Name: Mark D. Theisen  
Title: President  
WOODMEN FOUNDATION  
1700 Farnam Street, STE 2757  
Omaha, NE 68102-2003

Secondary Representative:

Name: James J. Stolze  
Title: Assistant Vice President  
WOODMEN FOUNDATION  
1700 Farnam Street, STE 2757  
Omaha, NE 68102-2003

City:

Primary Representative:

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Secondary Representative:

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

Address: \_\_\_\_\_  
\_\_\_\_\_

County:

Primary Representative:

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Secondary Representative:

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

The address for notices may be changed by any party by written notice to the other parties.

**XXIII. INVALID PROVISION**

If any portion of this agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall not affect the validity of the remainder of the covenants, conditions, or provisions of this agreement which shall in all respects remain a legally binding contract, with the invalid portion being deleted; provided that the validity of any such covenant, condition or provision does not materially prejudice any party in its respective rights and obligations contained in the valid covenants, conditions or provisions of this agreement.

IN WITNESS WHEREOF, the below listed party has affixed its authorized signature and seal, as of the day and year first above written.

WOODMEN FOUNDATION, a Nebraska  
non-profit corporation

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

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

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

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

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

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

IN WITNESS WHEREOF, the below listed party has affixed its authorized signature and seal, as of the day and year first above written.

THE CITY OF KINSTON, NORTH  
CAROLINA

ATTEST:

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

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

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

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

IN WITNESS WHEREOF, the below listed party has affixed its authorized signature and seal, as of the day and year first above written.

LENOIR COUNTY NORTH CAROLINA

ATTEST:

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

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

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

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

**CODE OF ETHICS for the BOARD of COUNTY COMMISSIONERS  
LENOIR COUNTY, NORTH CAROLINA**

**WHEREAS**, the Constitution of North Carolina, Article I, Section 35, reminds us that a “frequent recurrence to fundamental principles is absolutely necessary to preserve the blessings of liberty,” and

**WHEREAS**, a spirit of honest forthrightness is reflected in North Carolina’s State Motto, Esse Quam Videri, “To Be Rather than to Seem,” and

**WHEREAS**, Section 160A-86 of the North Carolina General Statutes requires local governing boards to adopt a code of ethics, and

**WHEREAS**, as public officials we are charged with upholding the trust of the citizens and residents of Lenoir County, and with obeying the law, and

**WHEREAS**, as public officials of Lenoir County we believe our citizens and residents are entitled to the most open and ethical government possible under the law.

**NOW THEREFORE**, in recognition of our blessings and obligations as citizens of the State of North Carolina and as public officials representing the citizens and residents of Lenoir County and acting pursuant to the requirements of Section 160A-86 of the North Carolina General Statutes, we the Lenoir County Board of Commissioners, do hereby adopt the following General Principles and Code of Ethics to guide the Board of County Commissioners in its lawful decision-making. The Lenoir County Board of Commissioners also directs all advisory boards and committees, which currently serve, or which may in the future be created to serve the Board of County Commissioners, to respect and abide by these same General Principles and Code of Ethics in the performance of their lawful duties.

## GENERAL PRINCIPLES UNDERLYING THE CODE OF ETHICS

- The stability and proper operation of democratic representative government depends upon public confidence in the integrity of the government, and upon responsible exercise of the trust conferred by the people upon their elected officials.
- Governmental decisions and policy must be made and implemented through proper channels and processes of the governmental structure.
- Board members must be able to act in a manner that maintains their integrity and independence, yet is responsive to the interests and needs of those they represent.
- Board members must always remain aware that at various times they play different roles:

**As advocates**, who strive to advance the legitimate needs of their citizens and residents,

**As legislators**, who balance the public interest and private rights in considering and enacting ordinances, orders, and resolutions,

**As fair impartial decision-makers**, when making quasi-judicial and administrative determinations.

Board members must know how to distinguish among these roles, to determine when each role is appropriate, and to act accordingly.

- Board members must be aware of their obligation to conform their behavior to standards of ethical conduct that warrant the trust of their constituents. Each official must find within his or her own conscience the touchstone by which to determine what conduct is appropriate.

## CODE OF ETHICS

The purpose of this Code of Ethics is to establish guidelines for ethical standards of conduct for the Board of Commissioners and to provide guidance in determining what conduct is appropriate in particular cases. It should not be considered a substitute for the law or for a board member's best judgment.

### **Section 1. Obey the Law**

Board members should obey all laws that apply to their official actions as members of the Board. Board members should be guided by the spirit as well as the letter of the law in whatever they do. At the same time, board members should feel free to assert policy positions and opinions without fear of reprisal from fellow board members or citizens. To assert that a board member is behaving unethically because one disagrees with that board member on a question of policy (and not because of the board member's behavior) is unfair, dishonest irresponsible, and its itself unethical.

Board members should endeavor to keep themselves up-to-date, through the board's attorney and other sources, of the most pertinent constitutional, statutory, and other legal requirements with which they must be familiar in order to meet their legal responsibilities.

Board members shall comply with General Statute §160A-87 in receiving two hours of ethics education within 12 months of each appointment or election to office. Board members may additionally receive two hours of ethics education annually, but failure to receive such additional ethics education shall not constitute a violation of this Code of Ethics.

### **Section 2. Integrity of Board Members**

Board members should act with integrity and with independence from improper influence as they exercise the functions of their offices. Characteristics and behaviors consistent with this standard include the following:

- Adhering firmly to a code of sound values.
- Behaving consistently and with respect towards everyone with whom they interact.
- Exhibiting trustworthiness.
- Living as if they are on duty as elected officials regardless of where they are or what they are doing.
- Using their best independent judgment to pursue the common good as they see it, presenting their opinions to all in a reasonable, forthright, consistent manner.
- Remaining incorruptible, self-governing, and not subject to improper influence, while at the same time being able to consider the opinions and ideas of others.
- Disclosing contacts and information about issues that they receive outside of public meetings, and refraining from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceedings themselves.
- Treating other board members and the public with respect, and honoring the opinions of others even when they disagree with those opinions.
- Being careful not to reach conclusions on issues until all sides have been heard.
- Showing respect for their office and not behaving in ways that reflect badly on it.
- Recognizing that they are part of a larger group and acting accordingly.
- Recognizing that individual board members are not generally allowed to act on behalf of the board, but may only do so if the board specifically so authorizes, through official action as a body.

### **Section 3. Avoidance of Impropriety**

Board members should avoid impropriety in the exercise of their official duties. Their official actions should be above reproach. Although opinions may vary about what behavior is inappropriate, this board will consider impropriety in terms of whether a reasonable person who is aware of all of the relevant facts and circumstances surrounding the board member's action would conclude that the action was inappropriate.

If a board member believes that his or her actions, while legal and ethical, may be misunderstood, he or she should seek the advice of the board's attorney and should consider publicly disclosing the facts of the situation and the steps taken to resolve it, such as consulting with the attorney.

### **Section 4. Faithful Performance**

Board members should be faithful in the performance of the duties of their offices. They should act as especially responsible citizens whom others can trust and respect. They should set a good example for others in the community, keeping in mind that trust and respect must continually be earned.

Board members should faithfully attend and prepare for meetings. They should carefully analyze all credible information that is properly submitted to them, mindful of the need not to engage in communications outside the meeting in quasi-judicial matters. They should demand full accountability from those over whom the board has authority.

Board members should be willing to bear their fair share of the board's workload. To the extent appropriate, they should be willing to put the board's interest ahead of their own.

### **Section 5. Open Meetings**

Board members should conduct the affairs of the board in an open and public manner. They should comply with all applicable laws governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. They should remember when they meet that they are conducting the public's business. They should also remember that the records of their local government belong to the public and not to them or their employees.

In order to ensure strict compliance with the laws governing openness, board members should make it clear that an environment of transparency and candor be maintained at all times in the county government. They should prohibit unjustified delay in fulfilling public records requests. They should take deliberate steps to ensure that any closed sessions held by the board are lawfully conducted, and that such sessions do not stray from the purposes for which they are called.

### **Section 6. Censure Procedures**

If, by majority vote of the board, the board has reason to believe that one or more of its members has violated a provision of this Code of Ethics, it may at a regular meeting of the Board of County Commissioners, direct the County Attorney to open an investigation into the matter. All information compiled, including the grounds for any finding of probable cause, shall be shared with the member when it is received. All information pertaining to the case shall be open to public inspection and copying pursuant to the North Carolina public records statutes. If, upon investigation of a violation of this Code of Ethics, the board has reasonable cause to believe that a violation of a criminal law may have occurred, it shall refer the matter to the local district attorney.

Should the board determine that it wishes to proceed further with censure proceedings, it shall, by a majority vote, call for a hearing to be held at a regular meeting or at a special meeting convened for that purpose.

Notice of the hearing stating its time, place, and purpose shall be given once a week for two successive calendar weeks in a newspaper having general circulation in the jurisdiction. The notice shall be published the first time not less than 10 days nor more than 25 days before the date fixed for the hearing. In computing such period, the day of publication is not being included, but the day of the hearing shall be included. Alternatively, the hearing shall be advertised on the jurisdiction's website for the same period of time, up to and including the date of the hearing. The notice shall state that a detailed list of the allegations against the member is available for public inspection and copying in the office of the clerk or secretary to the board.

The hearing shall be convened at the time and place specified. The hearing and any deliberations shall be conducted in open session in accordance with the requirements of the North Carolina open meetings statutes. The County Attorney shall conduct the hearing and shall carry the burden of proving the allegations by a preponderance of the evidence.

The accused board member shall have the right to have counsel present, to present and cross-examine expert and other witnesses, and to offer evidence, including evidence of the bias of any other board member or the presiding officer. An audio or video and audio tape of the proceedings shall be prepared. Any and all votes during the hearing shall be taken by the ayes and noes and recorded in the board's minutes.

Once the hearing is concluded, it shall be closed by a majority vote of the board. The presiding officer shall next entertain a motion to adopt a resolution censuring the member based on specified violations of the Code of Ethics. Any motion made must be an affirmative one in favor of adopting a non-binding resolution of censure and stating that the evidence presented has met the burden of proof. If the motion or resolution does not state particular grounds for censure under the Code of Ethics or state that the evidence presented has met the burden of proof, the presiding officer shall rule it out of order.

If a motion to adopt a resolution of censure stating particular grounds under the Code of Ethics has been made and appropriately seconded, the board shall debate the motion. The accused member shall be allowed to participate in the debate, but shall not vote on the motion to adopt the resolution of censure.

At the conclusion of the debate, the board shall vote on the resolution. If the motion to adopt the resolution of censure is approved by a majority of those present and voting, a quorum being present, the motion passes and the non-binding resolution of censure is adopted.

The text of the resolution of censure shall be made a part of the minutes of the board. Any recording of the board's proceedings shall be approved by the board as a permanent part of the board's minutes. The proceedings shall then be considered concluded, the board having done all that it legally can with respect to the matter in question.

This Code of Ethics adopted this the 6th day of December, 2010

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George, W. Graham, Jr.

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J. Mac Daughety

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Jackie Brown

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Rebuen Davis

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Eric Rouse

---

Tommy Pharo

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Linda Rouse Sutton

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 12/06/10 **ITEM NO.** 17

**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 County Planning Board</b> 1 <sup>st</sup> Appearance	Morris Barbee, Jr. (Alternate #2)	December 2013

**CURRENT VACANCIES:**

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

**MANAGER'S RECOMMENDATION:**

\_\_\_\_\_  
Initials

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

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
Lenoir County Planning Board 1st Appearance	Morris Barbee, Jr. (Alternate #2)	December 2013

**AMENDMENTS:**

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

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

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

\_\_\_\_\_  
Chairman

12/06/10  
Date

\_\_\_\_\_  
ATTEST

12/06/10  
Date

APPLICATION FOR APPOINTMENT  
to  
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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

**Advisory Board/Committee/Commission interested in:**

PLANNING BOARD

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

\* \* \* \* \*

Name: MORRIS H BARBEE JR (MORRY)  
Address: 2677 WALLACE FAMILY RD  
City/State/Zip: KINSTON NC 28501  
Telephone: (Home) 252-527-7200 (Work) 252-523-3558 Cell 252-560-4074  
Occupation: MODULAR HOME SALES  
Business Address: 2488 OLD POOLE RD KINSTON  
Age: (Optional): 44  
Number hours available per month for this position: AS NEEDED  
Training: BUSINESS OWNER IN CONSTRUCTION 13 YEARS  
Business and Civic Experience/Skills: PLANT MAN, AUTO-RITE PLASTICS 12 YEARS, NORT LENOIR LEPD 19 YEARS, HULL VFD, EX DIRECTOR JA 3 YEARS, WITERS WAY BOARD  
Other County Boards/Committees/Commissions presently serving on: NEUE

Expiration date of Term: \_\_\_\_\_

**Circle your voting precinct**

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

**CERTIFICATION**

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

MAB  
Signature of Applicant

11/9/10  
Date