

LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA
MONDAY, MARCH 16, 2009 – TIME: 4:00 P.M.
COMMISSIONERS' MEETING ROOM, LENOIR COUNTY COURTHOUSE
130 S. QUEEN ST., KINSTON, N.C.

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

PUBLIC COMMENTS: Mr. Gregory Rouse Re: Hunnington Subdivision **10 Min.**

PUBLIC INFORMATION:

Mr. Joey Huff, Lenoir County Health Director: Presentation of Accreditation Plaque **10 Min.**

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

CONSENT AGENDA: 10 Min.

- | | ACTION |
|---|------------------------------|
| 3. Approval of Minutes: Regular Board Meeting: March 2, 2009
Budget Work Session: March 2, 2009 | Aytch/Jarman
Aytch/Jarman |
| 4. Budget Ordinance Amendment: General Fund: Board of Elections: \$9,514:
Decrease | King/Martin |
| 5. Budget Ordinance Amendment: General Fund: Health (Environmental Health/Food
Lodging): Increase: \$7,804 | Huff/Jarman |

END OF CONSENT AGENDA

PUBLIC HEARING/ RESOLUTIONS: 25 Min.

6. Public Hearing Regarding the 2009 North Carolina Community Development
Block Grant (CDBG) Program – Talent Enhancement Demonstration Grant
Category Jarman/Martin
7. Resolution of the Board of Commissioner for the County of Lenoir Authorizing the
Filing of an Application for Community Development Block Grant Funds

BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS: 25 Min.

8. Budget Ordinance Amendment: Capital Improvements Fund: Community
Development: \$10,000: Increase Jarman/Martin
9. Resolution Approving Presentation of Badge and Service Weapon to Retiring
Lieutenant Greg Harrison Smith/Board
10. **A.** Resolution Approving an Interim Contract with the Town of LaGrange Smith/Board
B. Resolution Approving a Contract with the Town of LaGrange Smtih/Board
11. Resolution: Reimbursement Resolution - Lenoir County Jail Project Hollowell/Martin

- | | | |
|-----|--|---------------|
| 12. | Resolution Authorizing the Award of a Contract for Demolition/Clearance Services for the 2006 CDBG Scatter Site Project: \$6,100 | Jarman/Martin |
| 13. | Resolution Approving Service Contract for Physio-Control Defibrillators: \$5,014 | Dail/Martin |
| 14. | Resolution Authorizing the Purchase of a Geolynx Upgrade from VisionAir: \$8,825 | Dail/Martin |
| 15. | Resolution Authorizing the Purchase of a Domain Controller NTE: \$10,000 | Dail/Martin |
| 16. | Resolution Approving the FY 2009-2011 Grants: Elderly Individuals and Individuals with Disabilities Program: \$54,076 – Job Access and Reverse Commute (JARC): \$10,278 – New Freedom: \$57,392: Through the North Carolina Department of Transportation | Powell/Martin |

APPOINTMENTS: 5 Min.

- | | | |
|-----|--|-------|
| 17. | Resolution Approving Citizens to Boards, Commissions, Etc. 5 Min. | Aytch |
|-----|--|-------|

OTHER ITEMS: 10 Min.

- | | | |
|-----|--|--|
| 18. | Items from County Manager / County Attorney / Commissioners / Closed Session (if necessary) | |
|-----|--|--|

ADJOURN

To: The Honorable Mayor & Town Council Members

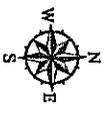
Subject: Hunting in Huntington Park

We the residents of the Huntington Park Subdivision are writing to express our concerns of the recent acquisition of land with the intent to be utilized for hunting. When we sought property ownership in this subdivision we were informed that it would be a residential community not a breeding ground for the avid hunter. We are not saying that we are against hunting; we just don't want to see it happening in our backyard. Some may think that we are being difficult, but ask yourself, would activity of this sort be welcomed in Sutton Acres, Lake Pines, down your street. We think not. Our subdivision is thriving with young children who no doubt will grow to be quite adventurous. Bullets are not equipped with a tracking device to make sure they reach their intended target and with that in mind, we know no one that would want to be subjected to hunting just outside their back door. It is sad to think that the seller of this property did not think in advance of the ramifications this would have. The sounds of birds, crickets, and tree frogs should not be replaced with buck shots!!!! Should we changing the sign to say "Welcome to LaGrange the Hunting Spot? Or should we keep it "The Garden Spot". We are asking our council to consider our concerns and help us to maintain Huntington Park as a Residential Subdivision. Please stop this before it gets started. Keep the sport of hunting away from our city limits and its nearby outer perimeters.

Sincerely,

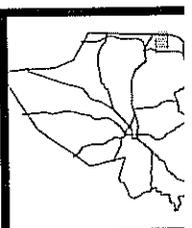
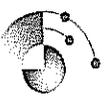
The Residents of Huntington Park and Fellow Concerned Citizens of LaGrange.

<u>Name</u>	<u>Address</u>
MR. MELVIN WHITE	5755 HUNTINGTON PARK DR.
Elizabeth R. Goodall	5847 HUNTINGTON PARK DR.
Meggy Rouse	5747 HUNTINGTON PARK DR.
Karina J Rouse	5747 HUNTINGTON PARK DR.
Erica V. Miller	5811 HUNTINGTON PARK DR.
Verna M. Rouse	5823 HUNTINGTON PARK DR.
Michele Rouse	5823 HUNTINGTON PARK DR.
Long S Parks	5516 HUNTINGTON PLACE



Title Line 1

1 in. = 447.2 feet

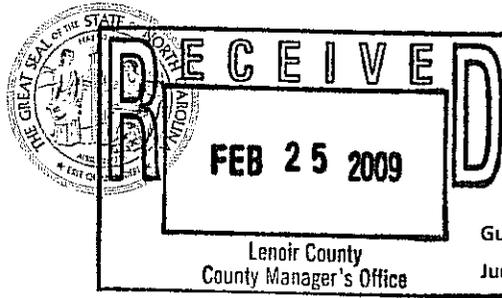


TO: Chairman and Members of the Board
FROM: Mike Jarman, County Manager
DATE: March 16, 2009
SUBJECT: Items of Interest

1. Memo: Guardian ad Litem Program: Regarding Child Abuse Awareness
2. Lenoir County Financial Performance Summary – 2008-09: February 28, 2009
3. Lenoir County Inspections: Permit/Inspection Report: February 2009
4. Minutes: Kinston-Lenoir County Parks and Recreation Commission Meeting: February 12, 2009
5. Meeting Schedule:
 - Commissioners' School: March 24-26, 2009 in New Bern, North Carolina
 - Cooperative Extension Update: Monday, March 16, 2009 at 6:00 p.m.
 - Joint Meeting with the Town of LaGrange: Wednesday, March 18, 2009 at 5:30 p.m.
 - Joint Meeting with the Board of Education: Monday, March 30, 2009 at 5:30 p.m.
 - Joint Meeting with Lenoir Community College: Wednesday, April 1, 2009 at 5:30 p.m.
 - Joint Meeting with the Town of Pink Hill: Thursday, April 2, 2009 at 5:30 p.m.



NORTH CAROLINA
ADMINISTRATIVE OFFICE
of the COURTS



Guardian ad Litem Program
Judicial District 8

PO Box 68, Kinston, NC 28502
T 252 520-5450 F 252 520-5451

Regarding Child Abuse Awareness activities for April

Proposed Activities that impact the Courthouse:

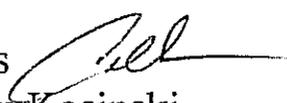
The GAL program and DSS have come together to plan Child Abuse awareness activities. We wanted to share these plans with you and ask for your assistance. Here is the list of activities we would like to do that impact the courthouse.

Flag raising, April 1st 8:30am by the flag if not raining, otherwise in the courthouse atrium. We would request that the bows be put up prior to 4-1, and that the flag be flown all month. If there is a podium available could we use it?

Hand print project: we would like permission to tape paper with children's handprints on the atrium windows. We would include child abuse sayings and statistics. This would be a backdrop for the candlelight vigil, but be up all month as community education.

Candlelight vigil April 27, at 6:00pm to be held in the atrium. We would need a podium if available and a long table. If chairs are available that would also be helpful.

Thanks


Colleen Kosinski

Guardian ad Litem Program

LENOIR COUNTY
FINANCIAL PERFORMANCE SUMMARY - 2008-09
FEBRUARY 28, 2009

EXPENDITURES

66.66%

DESCRIPTION	BUDGET FOR YEAR	EXPENDITURES TO DATE	ENCUMBRANCE	UNENCUMBERED BALANCE	% EXPEND/ENCUMBR
GENERAL FUND:					
Governing Body	229,207	154,825	0	74,382	67.5%
County Manager	266,147	172,752	0	93,395	64.9%
Finance	286,587	171,232	0	115,355	59.7%
Tax Office	828,693	548,570	5,993	274,130	66.9%
Legal	62,500	25,341	0	37,159	40.5%
Court Facility	336,705	181,407	54,836	100,462	70.2%
Elections	359,076	250,778	9,180	99,118	72.4%
Register of Deeds	313,581	186,809	24,714	102,058	67.5%
Non-Departmental	885,400	484,158	5,450	395,792	55.3%
Process Funds	962,015	577,309	372	384,334	60.0%
Outside Agencies	132,000	69,694	0	62,306	52.8%
Management Info Systems	822,497	515,788	43,529	263,180	68.0%
Public Buildings	471,328	263,724	15,259	192,345	59.2%
Sheriff	3,925,180	2,488,913	79,005	1,357,262	65.4%
Central Communications	1,157,603	729,647	9,506	418,450	63.9%
Jail	2,492,369	1,533,816	199,597	758,956	69.5%
Emergency Management	346,765	208,030	13,948	124,787	64.0%
Emergency Medical Services	3,334,788	2,209,336	116,767	1,008,685	69.8%
Non-Emergency Services	518,929	284,751	22,718	211,460	59.3%
Fire Protection	51,660	34,440	0	17,220	66.7%
Inspections	210,171	136,570	188	73,413	65.1%
Medical Examiner	40,000	18,200	0	21,800	45.5%
Economic Development	307,045	197,387	1,585	108,073	64.8%
Veterans Service Office	32,621	14,396	502	17,723	45.7%
Cooperative Extension	380,519	221,351	6,616	152,552	59.9%
JCPC - Parenting Matters	37,263	15,159	0	22,104	40.7%
Cooperative Ext-Grants	75,151	25,735	0	49,416	34.2%
Soil Conservation	116,158	71,911	0	44,247	61.9%
Health Department	3,433,634	2,044,999	167,169	1,221,466	64.4%
BioTerrorism - Health	50,496	29,335	0	21,161	58.1%
M. Health Department	240,139	160,093	0	80,046	66.7%
CJPP - Day Reporting Center	127,897	79,625	0	48,272	62.3%
Public Assistance (DSS)	18,103,078	9,203,596	103,162	8,796,320	51.4%
Education	9,500,000	6,333,333	0	3,166,667	66.7%
Community College	1,961,221	1,307,481	0	653,740	66.7%
Cultural	720,000	480,000	0	240,000	66.7%
Recreation	653,100	435,400	0	217,700	66.7%
Debt Service	3,808,792	3,807,834	0	958	100.0%
Transfer to Other Funds	6,245,041	2,498,033	0	3,747,008	40.0%
Contingency	20,000	0	0	20,000	0.0%
TOTAL GENERAL	63,845,356	38,171,758	880,096	24,793,502	61.2%
OTHER FUNDS:					
Employee Insurance Fund	3,315,000	1,995,893	0	1,319,107	60.2%
Vehicle Replacement Fund	361,019	285,758	0	75,261	79.2%
Fed Seized Property Fund	28,000	13,205	0	14,795	47.2%
State Controlled Substance Fund	61,466	41,287	1,328	18,851	69.3%
Capital Reserve Fund	2,309,560	309,560	0	2,000,000	13.4%
School Capital Fund	3,376,227	3,300,743	0	75,484	97.8%
Transportation Fund	1,006,251	493,112	105,744	407,395	59.5%
Scrap Tire Disposal Fund	130,000	82,044	0	47,956	63.1%
Emergency Telephone Fund	536,026	208,425	220,048	107,553	79.9%
Revaluation Fund	103,188	42,127	110	60,951	40.9%
Automation-Preservation Fund	35,000	0	0	35,000	0.0%
MSW Landfill-Debt Service	157,708	157,391	0	317	99.8%
Capital Improvements Fund	3,525,885	2,019,010	1,446	1,505,429	57.3%
Solid Waste Management	3,180,027	1,633,061	248,409	1,298,557	59.2%
Trust & Agency Fund					
Family & Caregiver-Smart Start	144,638	84,717	0	59,921	58.6%
Fire Districts	1,113,035	899,496	0	213,539	80.8%
TOTAL OTHER FUNDS	19,383,030	11,565,829	577,085	7,240,116	62.6%
GRAND TOTAL	83,228,386	49,737,587	1,457,181	32,033,618	61.5%

LENOIR COUNTY
FINANCIAL PERFORMANCE SUMMARY-2008-09
FEBRUARY 28, 2009

REVENUES

66.66%

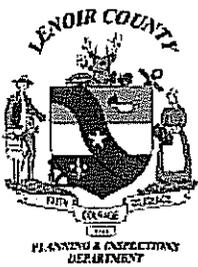
DESCRIPTION	BUDGET FOR YEAR	REVENUES TO DATE	REMAINING BALANCE	% REC'D
GENERAL FUND:				
Health Department	1,485,149	960,393	524,756	64.67%
Public Assistance (DSS)	11,110,870	5,043,811	6,067,059	45.40%
Property Taxes	28,916,103	26,332,100	2,584,003	91.06%
Sales Taxes	6,940,951	3,404,002	3,536,949	49.04%
Other General	15,392,283	8,238,874	7,153,409	53.53%
TOTAL GENERAL	63,845,356	43,979,180	19,866,176	68.88%
OTHER FUNDS:				
Employee Insurance	3,315,000	1,876,454	1,438,546	56.60%
Vehicle Replacement	361,019	9,298	351,721	2.58%
Fed Seized Property	28,000	5,559	22,441	19.85%
State Controlled Substance	61,466	12,009	49,457	19.54%
Capital Reserve Fund	2,309,560	0	2,309,560	0.00%
School Capital Fund	3,376,227	841,014	2,535,213	24.91%
Transportation Fund	1,006,251	349,537	656,714	34.74%
Scrap Tire Disposal	130,000	48,433	81,567	37.26%
Emergency Telephone	536,026	479,848	56,178	89.52%
Revaluation Fund	103,188	0	103,188	0.00%
Automation-Preservation Fnd	35,000	14,999	20,001	42.85%
MSW Landfill-Debt Service	157,708	157,419	289	99.82%
Capital Improve Fund	3,525,885	951,785	2,574,100	26.99%
Solid Waste Management	3,180,027	2,028,902	1,151,125	63.80%
Trust and Agency Fund:				
Smart Start Program	144,638	70,696	73,942	48.88%
Fire Districts	1,113,035	944,158	168,877	84.83%
TOTAL OTHER FUNDS	19,383,030	7,790,111	11,592,919	40.19%
GRAND TOTAL	83,228,386	51,769,291	31,459,095	62.20%

Project Based Revenues:	BUDGET	TO DATE	REMAINING	% REC
CDBG CN GRANT	735,000	181,282	553,718	24.66%
CDBG SS GRANT	400,000	249,300	150,700	62.33%
SFR 07 HOME PROJECT	392,000	115,777	276,223	29.53%
HWY 70 INDUSTRIAL PARK-WATER	551,268	0	551,268	0.00%
SCHOOL CONSTRUCTION FUND	72,541,121	72,554,323	-13,202	100.02%
CAPITAL PROJECTS FUND	4,332,550	4,332,176	374	99.99%
Total Project Based	78,951,939	77,432,858	1,519,081	

* Bold area represents "Project Based" funds in which Revenues to date includes revenues from prior years since the beginning of the project

Project Based Expenditures:	BUDGET	EXPENDED TO DATE	ENCUMBERED	REMAINING
CDBG CN GRANT	735,000	146,282	0	588,718
CDBG SS GRANT	400,000	249,463	0	150,537
SFR 07 HOME PROJECT	392,000	147,709	0	244,291
HWY 70 INDUSTRIAL PARK-WATER	551,268	0	0	551,268
SCHOOL CONSTRUCTION FUND	72,541,121	48,524,411	0	24,016,710
CAPITAL PROJECTS FUND	4,332,550	1,382,904	0	2,949,646
Total Project Based	78,951,939	50,450,769	0	28,501,170

* Bold area represents "Project Based" funds in which Expenditures to date includes expenditures from prior years since the beginning of the project.



**LENOIR COUNTY
PLANNING & INSPECTIONS DEPARTMENT**

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



**LENOIR COUNTY INSPECTIONS
PERMIT/INSPECTION REPORT**

FEBRUARY 2009

PERMITS ISSUED: 116

PERMITS VALUE: \$ 25,637,960

PERMIT FEES: \$ 28,674

SINGLE FAMILY DWELLINGS: 2

MOBILE HOMES: 15

COMMERCIAL: 7

ADDITIONS: 7

ELECTRICAL: 37

PLUMBING: 10

MECHANICAL: 20

OTHER: 18

TOTAL INSPECTIONS: 233

KINSTON/LENOIR COUNTY

PERIODIC REPORT OF PERMITS ISSUED (GROUPED BY REPORT CODE)

DATE RANGE: 02/01/09 TO 02/28/09

Printed on: MARCH 2, 2009

Page 1

	CODE	PRMS	VALUATION	FEES	PAID	UNITS
NEW RES. HOUSEKEEPING - LENOIR COUNTY						
* Single Family Houses Detached	101B	1	252,000.00		555.00	1
* Single Family Houses Attached	102B	0	0.00		0.00	0
* 2 Family Building	103B	0	0.00		0.00	0
* 3 and 4 Family Buildings	104B	0	0.00		0.00	0
* 5 or More Family Buildings	105B	0	0.00		0.00	0
*TOTAL INFORMATION 101-105	109B	0	0.00		0.00	0
NEW RESIDENTIAL NON-HOUSEKEEPING BL:						
* Hotels, Motels & Tourist Cabins ..	213B	0	0.00		0.00	0
* Other Non-Housekeeping Shelter ...	214B	0	0.00		0.00	0
NEW NON-RESIDENTIAL BUILDINGS:						
* Amusement, Social, & Recreational	318B	0	0.00		0.00	0
* Churches & Other Religious	319B	0	0.00		0.00	0
* Industrial	320B	2	18,010,000.00		0.00	2
* Prkng Garages (Blds & Open Decked)	321B	1	26,000.00		112.00	1
* Service Stations & Repair Garages	322B	0	0.00		0.00	0
* Hospitals & Institutional	323B	0	0.00		0.00	0
* Offices, Banks, & Professional ...	324B	1	345,000.00		1,064.00	1
* Public Works & Utilities	325B	0	0.00		0.00	0
* Schools & Other Educational	326B	3	6,012,550.00		10,108.00	3
* Stores & Customer Services	327B	0	0.00		0.00	0
* Other Non-Residential Bldgs	328B	0	0.00		0.00	0
* Structures Other than Buildings ...	329B	0	0.00		0.00	0
ADDITIONS, ALTERATIONS, & CONVERSION						
* Residential	434B	7	229,900.00		621.00	7
* Non-Residential & Non-Housekeeping	437B	0	0.00		0.00	0
* Adds of Res. CP/Garages (Atch/Detc)	438B	0	0.00		0.00	0
DEMOLITIONS AND RAZING OF BUILDINGS:						
* Single Family Houses (Atch/Detach)	645B	0	0.00		0.00	0
* 2 Family Buildings	646B	0	0.00		0.00	0
* 3 & 4 Family Buildings	647B	0	0.00		0.00	0
* 5 or More Family Buildings	648B	0	0.00		0.00	0
* All Other Buildings and Structures	649B	0	0.00		0.00	0
<hr/>						
TOTALS FOR PERMITS THIS PAGE		15	24,875,450.00		20,460.00	15

KINSTON/LENOIR COUNTY

PERIODIC REPORT OF PERMITS ISSUED (GROUPED BY REPORT CODE)

DATE RANGE: 02/01/09 TO 02/28/09

Printed on: MARCH 2, 2009

Page 2

	CODE	PRMS	VALUATION	FEES	PAID	UNITS
	-----	-----	-----	-----	-----	-----
MOBILE/MODULAR OFFICE/CLASSROOM						
*MOBILE OFFICE	740B	0	0.00	0.00	0	0
*MODULAR CLASSROOM	750B	0	0.00	0.00	0	0
*MODULAR OFFICE	730B	0	0.00	0.00	0	0
ELECT./PLUMB/HEAT/A/C/INS/TEMP POLE:						
*ELECTRICAL	800B	37	67,600.00	2,284.00	37	37
*PLUMBING	810B	10	31,900.00	1,048.00	10	10
*HEATING/ AIR CONDITIONING	820B	20	61,950.00	1,007.00	20	20
*INSULATION	830B	2	7,600.00	100.00	2	2
*TEMPORARY POLE	840B	1	750.00	50.00	1	1
RESIDENTIAL ACCESSORY STRUCTURES						
*STORAGE/PORCHES/PATIOS/DECKS	900B	0	0.00	0.00	0	0
MISCELLANEOUS:						
*CHANGE OF OCCUPANCY	910B	0	0.00	0.00	0	0
*INSPECT DWELLING	920B	0	0.00	0.00	0	0
*TENTS	930B	0	0.00	0.00	0	0
*SATELLITE DISH	940B	0	0.00	0.00	0	0
*AWNING	950B	0	0.00	0.00	0	0
*EXTRA INSPECTIONS	960B	13	10,300.00	640.00	13	13
*FIRE PROTECTION SPRINKLER SYSTEM	966B	1	50,000.00	0.00	1	1
*MOVING DWELLING ONLY	970B	0	0.00	0.00	0	0
*SIGN	980B	1	5,000.00	250.00	1	1
*FIREWORKS	985B	0	0.00	0.00	0	0
*SWIMMING POOL	990B	0	0.00	0.00	0	0
*TANKS	995B	0	0.00	0.00	0	0
MOBILE HOMES						
*SINGLE WIDE MOBILE HOME	700B	10	88,910.00	1,750.00	10	10
*DOUBLE WIDE MOBILE HOME	710B	5	295,500.00	725.00	5	5
*MODULR HOME	720B	1	143,000.00	360.00	1	1

TOTALS FOR PERMITS ABOVE (incl. pg 1)	116		25,637,960.00	28,674.00	116	116

Totals of other permits in the period	0		0.00	0.00	0	0

TOTAL FOR ALL PERMITS IN THE PERIOD	116		25,637,960.00	28,674.00	116	116

THIS REPORT WAS PRINTED ON MARCH 2, 2009

KINSTON/LENDIR COUNTY

((STATISTICAL BREAKOUT))

(----- Inspections -----) (----- Re-Inspections -----) Based On # Activities

# ACTIVITIES	INSPECTIONS (I)	PASSED	CORRECTIONS	RE-INSPECTIONS (R)	PASSED	CORRECTIONS	RE-INSPECTIONS REQUIRED
233	202	155	45	31	25	6	50
	% INSPECTIONS	% PASSED	% CORRECTIONS	% RE-INSPECTIONS	% PASSED	% CORRECTIONS	% RE-INSPECT. REQUIRED
	87	77	22	13	81	19	21

MINUTES
KINSTON/LENOIR COUNTY PARKS & RECREATION COMMISSION MEETING
FEBRUARY 12, 2009
6:30 P.M.
ADMINISTRATIVE OFFICE

MEMBERS PRESENT

Bill McMahon	Tony Turner
Sue Ellen Maddux	Christi Filleppeli
Keith King	Garland Nobles, Jr.
Joel Smith	Darrell Parrish

MEMBERS ABSENT

Jill Croom	Christopher Bradshaw
Matt Sullivan	Will Barker
Ricky Killinger	
John Jones	

The commission meeting was called to order by the Chairperson, Bill McMahon. Joel Smith requested that the Disc Golf Ice Bowl benefit be changed from raising over \$1,300 for ICOR instead of the SPCA. The January, 2009 minutes were approved after making that change.

Motion - Parrish; Second- Nobles; Vote - Unanimous.

The following members were appointed to a Nominating Committee for recommending the 2009 slate of officers: Christi Filleppeli (Chairperson), Joel Smith and Darrell Parrish. This committee will give their recommendations at the March meeting for the Chairperson and the Vice-Chairperson.

A request from Apostle Parker was approved for the use of Southeast Park starting on June 9th and going through August 24th for his annual Carolinas For Christ Campaign.

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

Bill Ellis updated the commission on the July 4th celebration at the Tiffany Park West. The Recreation Department will be in charge of entertainment and fireworks. The Kinston Indians will be out of town that night so the Pride of Kinston and the Recreation Department will be hosting a July 4th celebration. Sands In The Streets will be moved from Thursday, July 2nd to Saturday, July 4th so we expect to have 3,000-5,000 people for this celebration.

Bill Ellis gave the commission a status report on the county school facilities. He said that we have requested the gym and ballfields at Contentnea and the gym and ballfields at Pink Hill. It was recommended to the County Commissioners that we pay no more than \$1.00 per site due to the needed repairs to the gyms. The school system has begun to take steps to declare the properties surplus and hopefully give the commission a status report within the next 60 days.

Scott Alston made a report on the USTA tennis program. He stated that the adult tennis program was beginning to take off and he had a girl's and boy's youth team and two (2) tennis tournaments scheduled for the spring.

Keith King requested that the Recreation Department work with the Elks Lodge on a soccer skills event and the department should get in contact with Fred Love, Junior Whaley or Gene Turnage.

Keith King requested that the county maintenance division drag and line off the baseball field in the Town of LaGrange to allow for an additional practice field in LaGrange. Mr. Ellis stated that this would be done.

With no further business, the meeting was adjourned.

Bill Ellis, Secretary
Kinston/Lenoir County Parks & Recreation Commission

**MINUTES
LENOIR COUNTY BOARD OF COMMISSIONERS
March 2, 2009**

The Lenoir County Board of Commissioners met in open session at 9:00 a.m. on Monday, March 2, 2009 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; Lashanda Aytch, Clerk to the Board; and members of the general public and the news media.

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

PUBLIC COMMENTS

No Public Comments were heard.

PUBLIC INFORMATION

Mr. Mark Pope, Economic Development Director, reviewed the 2008 Lenoir County Performance Agreements and provided an economic development update. Mr. Pope addressed the Board regarding Crescent Road/Harvey Parkway. Mr. Pope stated new road access spurs economic development. Infrastructure needs are vital to eastern North Carolina and the completion of the Parkway will be a welcomed addition. Mr. Griffin stated Harvey Parkway has been twenty years in the making. Mr. Pope presented the Board with contact information from companies who are hiring for the construction of Spirit Aeorsystems.

ITEMS FROM CHAIRMAN/COMMISSIONERS

Item No. 1 was Items for the Chairman and Members of the Board. Mr. Graham stated on March 17, 2009 at 9:00 a.m. at Lenoir Community College a meeting will be held regarding an education academy in the field of engineering. Mr. Graham stated this academy would allow Lenoir County to grow engineers in the community.

Mr. Pharo addressed Briery Run Road and the lack of lighting in the area. Mr. Jarman recommended forwarding the information to Mr. Russell Rhodes, Transportation Committee Chairman, for further discussion.

Ms. Brown presented the Board with Food and Nutrition Information from the Department of Social Services. Ms. Brown stated applications for food stamp assistance has increase rapidly.

ITEMS FROM THE COUNTY MANAGER

Item No. 2 was Items from the County Manager. Mr. Jarman stated a letter was received from Dr. Alice Scott regarding the acquisition of Pink Hill Elementary School. During the joint meeting with the Town of Pink Hill, the Mayor of Pink Hill would like the Board and Town Council to tour the school facility together. The Board has agreed to attend the NCACC District Meeting on April 8, 2009 in Beaufort County. Mr. Jarman stated the State diverted \$300 million of state and local funds to help the state through what is being called a temporary cash-flow problem. The state took \$50 million from the lottery reserve, \$50 million from the Public School Textbook Fund, \$100 million from the Clean Water Management Trust Fund (CWMTF) and \$100 million from the ADM Fund. County Administration will keep the situation monitored and update the Board as necessary.

CONSENT AGENDA

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

- 3. Approval of Minutes: Regular Board Meeting: February 16, 2009 Aytch/Jarman
Special Session Meeting: February 16, 2009 Aytch/Jarman
- 4. Resolution Approving the Releases and Refunds to the Individuals Listed Herein Parrish/Martin
- 5. Budget Ordinance Amendment: Finance/Emergency Medical Services: \$1,487: Increase Jarman/Martin
- 6. Budget Ordinance Amendment: School Capital Fund: School Building: \$2,000: Increase Jarman/Martin
- 7. Budget Ordinance Amendment: Finance/Emergency Medical Services: \$2,396: Increase Jarman/Martin

BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS

Item No. 8 was a Budget Ordinance Amendment: General Fund: Health (Adult Health): \$2,773: Increase. Mr. Joey Huff, Health Director addressed the Board. Mr. Huff stated the amendment budgets additional state funding provided to support Family Planning Services. Upon a motion by Mr. Humphrey and a second by Ms. Sutton, Item No. 8 was unanimously approved.

Item No. 9 was a Budget Ordinance Amendment: General Fund: Health (Various Programs): \$30,092: Increase. Mr. Huff stated additional state funding has been provided as a result of the Health Department’s participation in “Random Moments Time Study;” funds are to be used to support any locally determined need. Upon a motion by Mr. Stroud and a second by Mr. Davis, Item No. 9 was unanimously approved. Mr. Huff addressed the Wayne County “puppy mill” issue. Mr. Huff stated the puppy mill was raided and 250 puppies were rescued from the facility. Homes have been found for most of the dogs; North Carolina will be adopting a Bill to address the “puppy mill” issue.

Item No. 10 was a Budget Ordinance Amendment: Sheriff’s Department: \$5,396: Increase. Mr. Hollowell stated the amendment budgets reimbursement of funds from the Edward Byrne Memorial Justice Assistance Grant (JAG). The JAG Grant is being administered by the City of Kinston; the Board approved a resolution on July 21, 2008, Item 6B, to use the funds to assist the Sheriff’s Department in the purchase of eight (8) high powered rifles. Upon a motion by Ms. Brown and a second by Mr. Stroud, Item No. 10 was unanimously approved.

Item No. 11 was a Budget Ordinance Amendment: Solid Waste Fund: Finance/Landfill: \$15,000: Increase. The amendment sets up the new solid waste tax disposal distribution. A new law was enacted July 1, 2008 which required all operators of MSW Landfills to remit a \$2.00 per ton fee at the end of each quarter to the department of revenue. Counties that operate a MSW Landfill will receive a small portion of this fee back. This portion the county receives is to be used primarily for recycling programs or any other necessary operational cost within the Landfill. Upon a motion by Ms. Brown and a second by Mr. Davis, Item No. 11 was unanimously approved.

Item No. 12 was a Resolution Authorizing the Relocation of the Levi Mewborne Family Cemetery. Mr. R. Ward Sutton of R. Ward Sutton Cemetery Services based in Rocky Mount, North Carolina addressed the Board. Mr. Sutton stated it is the desire of the North Carolina Global TransPark to relocate the cemetery under the guidelines set forth in North Carolina General Statute #65-13 which allows for the disinterment, reinterment of abandoned graves by landowners after securing permission of the governing body in which such abandoned cemetery is located. The North Carolina Global TransPark has agreed to pay the costs for the relocation of the cemetery. Upon a motion by Mr. Humphrey and a second by Mr. Pharo, Item No. 12 was unanimously approved.

Item No. 13 was a Resolution Authorizing the Award of one Contract for Demolition Services Related to the 2006 CDBG Concentrated Needs Grant Project: \$3,900. Ms. Martin stated RSM Harris Associates submitted a request for demolition proposals to area demolition contractors on a property associated with the 2006 CDBG Concentrated Needs Project. Charles Hughes Construction was the lowest qualified bidder for the clearance/demolition of one parcel in the L-1 (Local Option) portion of the 2006 CDBG Concentrated Needs Project. Upon a motion by Ms. Brown and a second by Mr. Humphrey, Item No. 13 was unanimously approved.

Item No. 14 was a Resolution Authorizing the Approval of an Economic Development Grant Agreement for Best Diamond Packaging, LLC totaling \$50,000. Mr. Pope stated Best Diamond was founded in 2003 and began operations in a portion of the Dopaco facility. The business has grown from its original projection of 20 jobs to 38 jobs today with annual revenues exceeding \$20,000,000. Best Diamond has been an excellent corporate citizen in Lenoir County since 2004. The company will be relocating to 2500 Airport Rd., Kinston, and will install industrial machinery, equipment and leasehold improvements on real property valued in excess of \$4,500,000. Best Diamond will create an additional 12 jobs. Best Diamond was at risk to two other sites in North Carolina, which would have resulted in a loss of 38 jobs. As with all Economic Development Agreements, the agreement is performance based and will be monitored by the Lenoir County Economic Development Department. Upon a motion by Mr. Davis and a second by Ms. Brown, Item No. 14 was unanimously approved.

Item No. 15 was a Resolution Authorizing Replacement of an 80 Ton Chiller in the Lenoir County Courthouse: Ed Phillips, Inc.: \$64,500. Mr. Mike Wiggins, Maintenance Director addressed the Board. Mr. Wiggins stated in 2007 the air conditioning system in the courthouse shutdown. The small 60-ton unit was replaced and repairs to the 80-ton chiller were done to keep the larger unit temporarily working. In August 2008, the 80-ton chiller shut down after numerous breakdowns and repairs; the unit is 27 years old. Maintenance requested and received quotes from two (2) local HVAC Contractors. Ed Phillips, Inc. of Kinston was the lowest responsible bidder. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 15 was unanimously approved.

Item No. 16 was a Resolution Authorizing the Award of Three Contracts for Rehabilitation Services Related to the 2007 Single Family rehabilitation Project: \$122,697. Mr. Brendan Noland of the Wooten Company addressed the Board. Mr. Noland stated the County received \$392,000.00 in Single Family Rehabilitation funds from the North Carolina Housing Finance Agency to rehabilitate up to eight units in Lenoir County. The Wooten Company was chosen to oversee the SFR07 project. The Wooten Company sent out bid requests on February 9, 2009 to local licensed general contractors asking them to submit bids for the rehabilitation work. The bid opening was held on February 20, 2009, in the boardroom of the County Commissioners. The recommendation is to award the rehabilitation of the three homes identified in the 2007 Single Family Rehabilitation project to the lowest qualified bidders. The bid in Case #8 (Canady) came in at \$50,590.00, but the project will allow only \$48,000 to be invested in the rehabilitation work whenever the unit has lead issues. This work is contingent upon the receipt of clear title work and proof of ownership from legal counsel. Approval will allow the rehabilitation of these three homes to begin. This project must be complete by June 30, 2009. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 16 was unanimously approved.

APPOINTMENTS

Item No. 17 was a Resolution Appointing Citizens to Boards, Commissions, Etc. The following reflects existing vacancies and appointments. No appointments to date.

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
-----------------------------------	--------------------------------------	----------------------------

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**

Upon a motion by Mr. Graham the meeting recessed to the Budget Work Session at 10:32 a.m.

Respectfully submitted,



Lashanda Aytch
Clerk to the Board

Reviewed By



Michael W. Jarman
County Manager

Item No. 3

MINUTES
LENOIR COUNTY BOARD OF COMMISSIONERS
BUDGET PLANNING WORK SESSION
Administration Building Conference Room
March 2, 2009

The Lenoir County Board of Commissioners began their scheduled retreat on Monday, March 2, 2009 at 9:55 a.m., at the Administration Building Conference Room, 101 North Queen St., Kinston, NC.

Members present included: 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 W. Jarman, County Manager, Tommy Hollowell, Assistant County Manager, Martha Martin, Finance Officer, Roger Dail, Emergency Services Director, Jerry King, Emergency Services and Lashanda Aytch, Clerk to the Board

Mr. Graham welcomed the new Board members to their first Budget Work Session.

Mr. Roger Dail and Jerry King of Emergency Services addressed the Board regarding the Emergency Services Department. Mr. Dail stated the Emergency Management Division provides many services to the county such as Emergency Operation Planning, Hazard Mitigation, Debris Management, Special Needs, Storm Preparedness, and National Incident Management System. There are four (4) divisions within the Emergency Management Department:

E-911 Communications Division – The County’s E-911 Division is a Centralized Communication Center, which means all calls are dispatched in-house. In 2008, E-911 dispatched a total of 70,222 calls: 76% LEO, 18% EMS, and 6% Fire. E-911 will be completing an 800 MHz Re-banding Project in September 2009. E-911 has been experiencing sporadic radio coverage in the Grifton area. The main complaint comes from law enforcement for safety reasons: at times there is no coverage in the Grifton area. Options to fix this problem are: 1) place a repeater in Grifton at an estimated cost of \$85,000; 2) purchase and upgrade to simulcast system at an estimated cost of \$12 million.

Emergency Medical Services – In 2008, 15,417 calls were dispatched for EMS - 58% Emergency and 42% Non-Emergency. In 2008 the cost to citizens was \$745,417 compared to 2002 when the cost was \$1,291,580. EMS is operated with 54 full time employees. EMS is operating at paramedic level to all parts of the county.

Non-Emergency Transport Options – Mr. Dail stated the Board has three (3) options in regards to non-emergency transport: make no changes, separate the services or discontinue the service. In the past three (3) fiscal years the county has generated \$356,521 in profits; discontinuing the services will result in an annual lose of \$250,000.

Fire Services – Hugo wants to re-contract with Lenoir County to provide fire service for the Grifton area. Mr. Dail stated that this would increase the fire tax rate for Grifton from \$0.03 to \$0.04, but would provide a more efficient coverage. After a brief discussion the Board agreed by common consent to re-contract with Hugo to provide services for Grifton.

Mr. Jarman began by thanking everyone for attending the Budget Work Session. He asked that each Commissioner give input regarding their goals and request for the upcoming budget.

COMMISSIONERS GOALS/REQUESTS

Mr. Davis – A lean budget is his major goal for FY 09-10; “people can not afford to pay an increased tax rate.”

Mr. Humphrey – Does not want county employees to loose their jobs.

Mr. Graham – Eliminate any “fluff” the county may have; hold the Fund Balance or increase it.

Ms. Sutton – Concerned about employees’ as well, does not want any county employees’ unemployed.

BUDGET PHILOSOPHY

Mr. Jarman reviewed the philosophy for the FY 09-10 Budget. Mr. Graham stated the Board should Adequately Fund Education since the Board funds Lenoir Community College as well. This changes the philosophy from Adequately Fund Schools.

Mr. Jarman reviewed the Budget Calendar and timeline with the Board. Mr. Graham stated the County may not be able to adopt a budget if the state has not adopted one; the board may have to adopt a continuation budget until the state approves one. Mr. Jarman stated all counties are mandated to have an approved adopted budget on or before July 1st of the fiscal year. Mr. Jarman stated county Administration is hopeful that the revaluation this year will take some pressure off in looking at the budget numbers. Mr. Jarman reminded the Board that they must look at a multiple-year picture.

Current Year Revenues vs. Expenditures as of January 31, 2009

Revenues Forecast Projected Under-run - \$165,250

Expenditures Forecast Projected Over-Run - \$128,500

Total Projected Under-Run to “The Bad” - \$293,750

Projected Fund Balance Appropriated - \$4,092,527 (\$2 million appropriated to jail design)

General Fund Fund Balance Projection for the Remainder of FY 08-09

At current \$63,926,941 Amended General Fund Budget (1/31/09); the County has 6.8 weeks or working capital.

FUTURE TAX BASE AND REVENUE CALCULATIONS

FY 08-09 Actual Tax Base = \$3,398,902,000

FY 09-10 Projected Tax Base = \$3,767,000,000

10.83% Increase in real property taxes

Current tax rate - \$.84 per \$100 assessed value

Total Debt Service and Debt Service on School Bonds

HEALTH INSURANCE FUND CALCULATIONS

Revenues Over Claims - \$113,362; Possible 5% increase in Premiums

Upon a motion by Mr. Graham the meeting adjourned at 12:55 p.m.

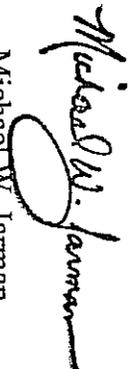
ADJOURNMENT

Respectfully submitted,



Lashanda Aytch
Clerk to the Board

Reviewed By



Michael W. Jarman
County Manager

Item No. 4

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: BOARD OF ELECTIONS: \$9,514. DECREASE



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

FY 2008 - 2009

Appropriations

Budget Amendment # _____

Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL FUND		BOARD OF ELECTIONS		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> REVENUES			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> EXPENDITURES		
Account # and Title	Amount	Account # and Title	Amount		
<u>DECREASE</u>		<u>DECREASE/INCREASE</u>			
10-3329-8919 GRANT - HAVA 2009	-9,514.00	10-4170-1720 ELECTION EXPENSE - COUNTY	-3,374.00		
		10-4170-2600 OFFICE SUPPLIES	25.00		
		10-4170-3110 TRAVEL	-51.00		
		10-4170-3210 TELEPHONE	36.00		
		10-4170-5999 CAPITAL OUTLAY < \$5,000	-6,150.00		
Total	-9,514.00	Total	-9,514.00		

Reason and Justification for Request:

BUDGET AMENDMENT TO REMOVE PORTION OF THE BUDGET FOR HAVA GRANT FUNDS. THESE ARE STATE FUNDS THAT WERE PAID TO THE COUNTY TO ASSIST WITH THE ONE-STOP VOTING IN THE 2008 ELECTIONS. THE ORIGINAL BUDGET WAS BASED ON ESTIMATED COSTS, AND THIS AMENDMENT IS BEING DONE TO REFLECT ACTUAL EXPENDITURES. ACTUAL REIMBURSEMENT OF \$24,735.66 WAS RECEIVED FEBRUARY 25, 2009 AND \$1,650.00 WAS EXPENDED BY THE STATE TO PURCHASE LAPTOP COMPUTERS THAT WERE GIVEN TO BOE TO USE AS WELL.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Dona W. King</i>	3-11-09	<i>Marta H. Martin</i>	3/12/08
Budget Officer Approval	Date		
<i>Michael W. Jarman</i>	3/12/09		
Board Approval (When Applicable)	Date	Date of Minutes	

Finance Office - Copy

Department - Copy

Administration - Copy

Item No. 5

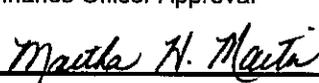
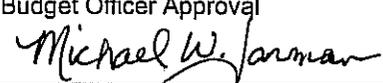


LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2008-2009
 Appropriations

Budget Amendment # _____
 Date Approved _____

Distribution - Finance Office:

FUND GENERAL		DEPARTMENT HEALTH		LINE ITEM DESCRIPTION VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> XX Line Item Transfer: <input type="checkbox"/>			Check One Box New Appropriation: <input checked="" type="checkbox"/> XX Line Item Transfer: <input type="checkbox"/>		
REVENUES			EXPENDITURES		
Account # and Title		Amount	Account # and Title		Amount
<u>INCREASE</u>			<u>INCREASE</u>		
10-3518-3301	Environmental Health (State)	7,804.00	10-5180-2900	Dept. Supplies	7,804.00
Total			Total		
		7,804.00			7,804.00
Reason and Justification for Request: Additional funding awarded by the state as a result of Environmental Health staff's 100% compliance rate for mandated inspections of food and lodging establishments.					
Department Head Approval 		Date 2/20/09	Finance Officer Approval 		Date 2/27/09
Budget Officer Approval 		Date 3/3/09			
Board Approval (When Applicable)		Date	Date of Minutes		

Finance Office - Copy

Department - Copy

Administration - Copy

PUBLIC HEARING NOTICE

Notice is hereby given that the County of Lenoir will hold a public hearing on the requirements of the 2009 North Carolina Community Development Block Grant (CDBG) Program – Talent Enhancement Demonstration Grant Category on Monday, March 16, 2009, at 4:00 p.m. in the Commissioners Board Room at the Lenoir County Courthouse, Queen Street, Kinston, NC. The County intends to apply for \$75,000 in CDBG grant assistance under the Talent Enhancement Grant Category. The funds will be used to partner with the ECU Office of Engagement, Innovation and Economic Development to perform feasibility studies and analyses to be used for the preparation of future CDBG applications. The funds will also be used to enhance the ability of local staff in implementing CDBG projects. The application will be submitted to the North Carolina Office of Rural Development Programs before March 31, 2009. Additional information is available from Mr. Mike Jarman, County Manager, P.O. Box 3289, Kinston, NC, 28502, phone: 252-559-6450. The County of Lenoir is an equal opportunity employer and service provider.

Resolution of the Board of Commissioners for the County of Lenoir Authorizing the Filing of an Application for Community Development Block Grant Funds

WHEREAS, the North Carolina Office of Rural Development Programs has made Community Development Block Grant (CDBG) Funds available to counties and cities in the eastern part of the state; and

WHEREAS, the Board of Commissioners of the County of Lenoir desires to undertake certain community development activities within the County; and

WHEREAS, all requirements have been met in preparing an application for funding, including a public hearing and citizen's participation;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LENOIR,

THAT, the Chairman of the Board of Commissioners and County Manager of the County of Lenoir be authorized and directed to submit an application to the Office of Rural Development Programs for CDBG Funds from the Talent Enhancement Demonstration Grant Category in the amount of \$75,000; and

THAT, if CDBG Funds are received, activities will be undertaken to increase and enhance the talent and abilities of local staff in the development and implementation of CDBG projects; and

THAT, if CDBG Funds are received, the County of Lenoir will produce a Small Cities Community Development Block Grant application within two years of the award of Demonstration Grant funds; and

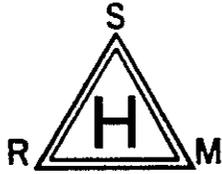
THAT, the Chairman of the Board of Commissioners and County Manager of the County of Lenoir be authorized and directed to act in connection with the application, to provide such additional information as may be required and to execute any and all documents related to said application, including the Grant Agreement and Funding Approval upon successful funding of the project application; and

FINALLY, THAT the County of Lenoir will comply with all Federal and State laws, regulations, rules, and Executive Orders.

DULY ADOPTED THIS THE 16th DAY OF MARCH, 2009 BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LENOIR.

George W. Graham, Jr., Chairman

ATTEST _____
Lashanda Aytch, Clerk to the Board



R S M HARRIS ASSOCIATES, INC.

PLANNERS-CONSULTANTS-DEVELOPERS

POST OFFICE BOX 10037
GOLDSBORO, NORTH CAROLINA 27532-0037
TELEPHONE 919.751.0909

.2719 GRAVES DRIVE, SUITE 2
GOLDSBORO, NORTH CAROLINA 27534
EMAIL cdharris@rsmharris.com

Date: March 10, 2009

To: Michael W. Jarman
County Manager

From: C. David Harris
CDBG Project Director

Subject: Lenoir County 2009 CDBG Application
Talent Enhancement Demonstration Grant Category

On March 16, 2009 the Board of Commissioners will conduct a public hearing to consider the filing of an applicant for a CDBG Talent Enhancement Demonstration Grant. The public hearing was properly advertised in the Kinston Free Press on March 6, 2009. After discussion, if the Board elects to submit an application, the Board will need to adopt the attached resolution.

The Talent Enhancement Demonstration Grant (TEDG) category from North Carolina's Community Development Block Grant Program was created this year for cities and counties in eastern North Carolina east of Highway I-95. The funding originates from the newly created Office of Rural Development Programs in the NC Department of Commerce. The TEDG grant is to be used to conduct studies, feasibility analyses, surveys, economic impact analyses, etc. that would be used in the preparation of a CDBG application within two years of being awarded a TEDG grant.

An application can be produced from any of the following CDBG grant categories:

- Housing Development (HD)
- Community Revitalization (CR)
- Scattered Site Housing (SSH)
- Individual Development Account (IDA)
- Infrastructure (IF) – Water and Sewer
- Economic Development (ED)
- Infrastructure Hook-UP (HU) – Water and Sewer
- Other categories that may be created over the next two years

In order to undertake a TEDG grant, the County is required to utilize the services of ECU's Office of Engagement, Innovation and Economic Development (OEIED) in the feasibility studies, analyses and related technical services. The OEIED is formerly the ECU Regional Development Institute. TEDG funds will pay for the services. OEIED will also provide training for local staff people involved in the TEDG Demonstration grant. This training is intended to increase local staff's ability to produce and implement CDBG Projects.

The maximum TEDG Demonstration grant amount is \$75,000 and includes funds for administering the project. No County match is required. Applications are due March 31, 2009. If you need additional information please let me know. I will be present at the public hearing to answer any questions.

Cc: Martha Martin, Grants Project Coordinator

Item No. 8

BUDGET ORDINANCE AMENDMENT: CAPITAL IMPROVEMENTS FUND
 COMMUNITY DEVELOPMENT: \$10,000. INCREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2008 - 2009
 Appropriations

Budget Amendment # _____
 Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
CAPITAL IMPROVEMENTS		COMMUNITY DEVELOPMENT		40-3991-9910 FUND BALANCE APPROPRIATED 40-4930-5110 HWY 70 CORRIDOR PROJECT	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> REVENUES			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> EXPENDITURES		
Account # and Title		Amount	Account # and Title		Amount
<u>INCREASE</u>			<u>INCREASE</u>		
40-3991-9910	FUND BALANCE APPROPRIATED	10,000.00	40-4930-5110	HWY 70 CORRIDOR PROJECT	10,000.00
Total		10,000.00	Total		10,000.00

Reason and Justification for Request:
 TO BUDGET FUNDS FOR ANNUAL PAYMENT TO HWY 70 CORRIDOR COMMISSION. THIS IS THE THIRD PAYMENT.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Marta H. Meitz</i>	3/3/09	<i>Marta H. Meitz</i>	3/3/09

Budget Officer Approval	Date
<i>Michael W. Jarman</i>	3/3/09

Board Approval (When Applicable)	Date	Date of Minutes

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 03/16/09 **ITEM NO.:** 9

Resolution Approving Presentation of Badge and Service Weapon to
Retiring Lieutenant Greg Harrison

SUBJECT AREA: Personnel

ACTION REQUESTED:

The Board is requested to authorize the Sheriff to present to retiring Lieutenant Greg Harrison his Lenoir County Sheriff's Office badge and H&K .45 caliber service weapon (serial number 25-024671) pursuant to state law and past county practices.

HISTORY / BACKGROUND:

Lieutenant Harrison began his law enforcement career with the LaGrange Police Department. Lieutenant Harrison became employed by the Lenoir County Sheriff's Office on November 15, 1982. Aggregating his military service, years of service with the LaGrange Police Department and his years of service with the Sheriff's Office, Lieutenant Harrison has accumulated 30 years of credible service. North Carolina retirement rules state that an officer must have 30 years of credible service or be age 55 with at least 15 years of credible service to retire. Lieutenant Harrison had the appropriate amount of time to retire, which became effective January 30, 2009.

North Carolina General Statute 20-187.2 provides for the presentation of an officer's badge upon his retirement and also provides for the governing body, in its discretion, to present the retiring officer with his service weapon after he receives a permit. Lieutenant Harrison received a handgun permit in January of 2009 and which was made part of his personnel file.

A number of law enforcement officers retire each year in various state and local jurisdictions within North Carolina. In these instances, the officers have been presented with their badge and service weapon.

EVALUATION:

In keeping with the North Carolina General Statutes and local government practices, it is recommended that Lieutenant Greg Harrison be presented with his badge and service weapon (H&K .45 caliber, serial number 25-024671).

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners authorize the Sheriff to present to Lieutenant Greg Harrison his Lenoir County Sheriff's Office badge and H&K .45 caliber service weapon.

Funding Account #:

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Humphrey _____

Pharo _____ Stroud _____ Sutton _____

George W. Graham Jr., Chairman _____
Date

ATTEST

Date

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 03/16/09 **ITEM NO.:** 10A.

Resolution Approving an Interim Contract with the Town of LaGrange

SUBJECT AREA: Administrative

ACTION REQUESTED:

The Board is requested to enter into an interim contract with the Town of La Grange to provide temporary supplemental law enforcement related services to the Town of La Grange.

HISTORY / BACKGROUND:

The Town of La Grange, hereafter referred to as the Town, approached the Sheriff in the later months of 2008 to discuss the dissolution of the La Grange Police Department and fully transferring the responsibility of law enforcement for the Town to the Sheriff. After several meetings and discussions, it was decided by the Town that moving its law enforcement responsibilities to the Sheriff of Lenoir County was in the best interest of the people of La Grange and to the Town. Provided that the Board of Commissioners agree to the terms of the contract, the Sheriff will provide law enforcement related services for the Town of La Grange in the absence of the La Grange Police Department, effective July 1, 2009.

Over the past few months, several La Grange police officers have taken jobs at other law enforcement agencies leaving the La Grange Police Department with a bare minimum number of officers to patrol the town. Because of these circumstances the Town has requested the Sheriff to provide supplemental support to the remaining La Grange police staff until the transition occurs on July 1, 2009.

EVALUATION:

The interim contract binds the County of Lenoir, the Sheriff and the Town of La Grange. The Sheriff, being the chief law enforcement officer for the County, acting on behalf of the County, will provide law enforcement services to the Town of La Grange, when requested. The Town will compensate the County for the law enforcement services the Sheriff provides during the term of the interim contract, which will expire on June 30, 2009. In addition, the town will compensate the County for any deputies employed and any equipment purchased by the Sheriff that will be used exclusively to carry-out law enforcement related services in the Town.

The Sheriff respectfully recommends that the Board of Commissioners execute the interim contract, which will provide supplemental law enforcement services by the Sheriff to the people of La Grange.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that it shall execute the aforementioned interim contract between the County of Lenoir, Sheriff W.E. "Billy" Smith and the Town of La Grange to provide supplemental law enforcement services to the Town of La Grange.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Humphrey _____

Pharo _____ Stroud _____ Sutton _____

George W. Graham Jr., Chairman 03/16/09
Date

ATTEST 03/16/09
Date

STATE OF NORTH CAROLINA

COUNTY OF LENOIR

**INTERIM INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF LA GRANGE, NORTH CAROLINA,
LENOIR COUNTY, NORTH CAROLINA, AND
W. E. SMITH, SHERIFF OF LENOIR COUNTY**

THIS AGREEMENT, made and entered into the ____ day of _____, 2009 by and between the County of Lenoir, acting by and through its governing body, the Board of Commissioners (hereinafter referred to as "County") and the Town of La Grange, acting by and through its governing body, the La Grange Town Council (hereinafter referred to as "Town") and W. E. "Billy" Smith, Sheriff of Lenoir County (hereinafter referred to as "Sheriff");

WHEREAS, Lenoir County is the governmental authority which provides for and appropriates many of the funds available to the Sheriff from revenue sources within the control of the said County; and

WHEREAS, the Town of La Grange, as a municipality, is authorized to enter contracts and is further authorized by § 160-281 of the General Statutes of North Carolina, to appoint a police chief and to employ other police officers for the purpose of providing law enforcement services to said Town; and

WHEREAS, the Town of La Grange desires that supplemental general law enforcement services to be rendered within its municipal boundaries by the Sheriff of Lenoir County; and

WHEREAS, the Sheriff of Lenoir County has agreed that general law enforcement services shall be provided by his department within the boundaries of the Town of La Grange as heretofore provided to the unincorporated areas of Lenoir County, but subject to the terms and conditions set forth hereinbelow; and

WHEREAS, this Agreement is made pursuant to the authority of North Carolina General Statutes §§ 160A-461 *et seq.*; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and the allocation of costs fairly compensates the performing party for the services and functions under this agreement; and

WHEREAS, the County, Sheriff, and the Town believe that it to be in their best interests to enter into this interlocal agreement solely for the purpose of providing law enforcement services to the Town by the Sheriff or his designees; and

NOW THEREFORE, the parties agree as follows:

1. In addition to the Town of La Grange maintaining a municipal police department or other such law enforcement agency, the Sheriff of Lenoir County will furnish and

provide for supplemental general law enforcement services, as available, in a manner and quantity as requested by the Town Manager of La Grange or his designee, including, but not limited to those services set forth in Paragraph 5 hereinbelow. Such services shall be provided within the present municipal limits of the Town and as said limits may be expanded from time to time. The Sheriff agrees to provide additional sworn deputy sheriffs within the municipal limits of the Town of La Grange, if it is within his ability to provide them.

2. It is the intent of this agreement that the schedule of hours worked to supplement existing municipal law enforcement services shall be requested by the Town Manager, or his designee. The actual schedule will be determined by the Sheriff or his designee in order to utilize available deputies to provide supplemental general law enforcement services as set forth by this agreement.
3. The Sheriff will endeavor to hire deputies to work full time in this capacity to meet the Town's needs and reduce potential overtime costs. When necessary and available, deputies may work overtime to provide minimum levels of coverage as requested by the town.
4. These deputies will provide law enforcement services within the city limits of La Grange, except under circumstances denoted in section 7(a) and 7(b). The Sheriff shall be responsible for appropriate hiring, training, assignments, and discipline of the said deputy sheriffs, including providing its own defense and payment of any judgment in any legal action brought by any person against the Sheriff as a result of services provided pursuant to this Agreement. Each party to this Agreement shall be responsible for its own cost engendered by any claim or cause of action brought by any person as a result of the services provided pursuant to this Agreement, without waiving any third party cause of action which might be available against the other party to this Agreement. Deputies who may be assigned pursuant to this Agreement shall possess the same subject matter and geographical jurisdictional authority as generally granted to deputy sheriffs by the North Carolina General Statutes, including the enforcement of the provisions set forth in Paragraph 5 hereinbelow.
5. The Sheriff by and through his deputies shall provide for enforcement of the law including, but not limited to, the General Statutes of North Carolina, the Code of Ordinances of the Town of La Grange, the Code of Ordinances of the County of Lenoir, within the Town's jurisdiction, and, further, shall provide criminal investigative services (including follow-up investigative services), crime prevention services, pedestrian and traffic control, enforcement of parking regulations, escort of municipal clerks with municipal deposit when officers are available, enforce any curfews, perform business and residential checks, and provide additional security during special events such as parades, and festivals. The Sheriff will also provide investigative services when requested by patrol deputies and will receive, take custody of, and preserve any and all evidence in the possession of the La Grange Police Department at the time this agreement shall go into effect. Any law enforcement action taken by said deputies, including confiscation and forfeiture of property and any revenue generated as a result thereto, shall be handled by the Sheriff as any other such enforcement action taken by the Sheriff.
6. Any funds received from any State or Federal Agency that result from enforcement actions of the La Grange Police Department shall be used for equipment purchases for use in providing police protection to the citizens of La Grange.
7. The law enforcement efforts to be provided by the Agreement shall be coordinated with law enforcement efforts throughout Lenoir County, but the deputy sheriffs assigned to

the Town shall patrol and answer calls solely within the municipal limits of the Town, except as follows:

- a. The deputy sheriffs may respond to other emergency incidents outside of the municipal limits of La Grange upon the order of the Sheriff or his designee, including the shift supervisor in charge at the time.
 - b. Deputies may leave the town limits to investigate crimes that have occurred in the Town of LaGrange or at other times when it is necessary to transport LaGrange residents for court ordered mental evaluations, as a result of an arrest, training, mandatory court appearances or meal breaks at locations within one and one-half (1½) miles of the Town city limits, however, the Sheriff shall use his best efforts to insure that at least one deputy sheriff shall remain in the Town during such times.
8. The Sheriff shall use good faith efforts to provide law enforcement officers who are qualified to provide law enforcement services in a manner consistent with customary law enforcement standards and practices. All such deputies shall be sworn employees of the Sheriff of Lenoir County.
 9. Each deputy sheriff assigned to the Town pursuant to this Agreement shall at all times be the employee of the Sheriff of Lenoir County, and no Deputy Sheriff serving pursuant to this Agreement shall be an employee of the Town. The deputy sheriffs assigned to the Town pursuant to this agreement shall be under the exclusive control, direction and supervision of the Sheriff of Lenoir County or his designee. Neither the Town nor any of its employees or elected officials shall control, direct or supervise the activities of the deputy sheriffs assigned to the Town for purposes of this agreement.
 10. The County shall be solely responsible for compensating the deputy sheriffs assigned under this Agreement, and shall be exclusively responsible for the provision of those benefits to the deputy sheriffs that accrue from policies and regulations of the Lenoir County Board of Commissioners.
 11. All calls for service, dispatch, complaint or special request and duty assignments, whether made to the number listed for the La Grange Police Department or a number listed for the Lenoir County Sheriff's Office, shall go through the official channels of the Lenoir County Sheriff's Office pursuant to the Sheriff's policies and procedures.
 12. The Town will provide and maintain vehicles to be used by the Sheriff to provide the supplemental general law enforcement services detailed within this Agreement.
 13. Fuel for the vehicles will be provided by the Town.
 14. Deputies providing services under this agreement will utilize uniforms and firearms provided by the Sheriff.
 15. The Town agrees to pay the County an amount equal to one hundred *percent* (100%) of the County's actual cost of providing services pursuant to this Agreement. The County's actual cost shall be determined by the Lenoir County Sheriff's Office and shall be based on the following:
 - a. The actual cost of the salaries of deputies that work to provide supplemental law enforcement services for the Town of La Grange.
 - b. Benefit costs for full time deputies hired, or assigned, to work exclusively for the Town of La Grange that are actually assigned to the Town, including anticipated overtime, bonuses, and longevity, in accordance with the County's personnel policy, salary schedule, and payment practices.
 - c. The County shall provide to the Town an invoice for expenses related to the provision of the services as provided herein for the preceding month. Prompt

payment shall be made by the Town, no later than ten days after receipt of the invoice.

16. The Town agrees to report immediately to the Sheriff any misconduct, improper conduct, or illegal conduct of any deputy assigned to the Town under this Agreement.
17. Town agrees to allow deputies to utilize office space at 120 East Railroad Street which will serve as a base of operations for the deputies to perform their administrative duties pursuant to their law enforcement duties under this contract. The building will be under the exclusive control of the Town of La Grange during the contract period.
18. The term of this contract shall be for a period beginning upon execution by all parties and shall expire on June 30, 2009 at 11:59 pm.
19. Nothing in the performance of this Agreement shall impose any liability for claims against the County or Town other than claims for which liability may be imposed by applicable law.
20. The parties to this Agreement do not intend for any third party to obtain any rights by virtue of this agreement.
21. This Agreement shall be effective upon execution, and shall continue in full force and effect until its expiration.
22. By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any right in any party not a signatory hereto.

IN WITNESS WHEREOF, the Town of La Grange, upon authority duly given, has caused this instrument to be signed by its Mayor, attested by its Town Clerk, and its corporate seal affixed hereto; and Lenoir County, upon authority duly given, has caused this instrument to be signed by the Chairman of the County's Board of Commissioners, attested by the Clerk to the Board, and its corporate seal affixed hereto; and W. E. "Billy" Smith, Sheriff of Lenoir County has hereunto set his hand and seal upon authority duly given, all the day and year first above written.

Lenoir County

Town of La Grange

by: _____
Chairman of Board of Commissioners

by: _____
Mayor

ATTEST:

ATTEST:

Clerk to the Board of Commissioners

Town Clerk

(SEAL)
W. E. "Billy" Smith
Sheriff of Lenoir County

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 03/16/09 **ITEM NO.:** 10B

Resolution Approving a Contract with the Town of LaGrange

SUBJECT AREA: Administrative

ACTION REQUESTED:

The Board is requested to enter into a contract with the Town of La Grange to provide law enforcement related services to the Town of La Grange.

HISTORY / BACKGROUND:

The Town of La Grange, hereafter referred to as the Town, approached the Sheriff in the later months of 2008 to discuss the dissolution of the La Grange Police Department and fully transferring the responsibility of law enforcement for the Town to the Sheriff. After several meetings and discussions, it was decided by the Town that moving its law enforcement responsibilities to the Sheriff of Lenoir County was in the best interest of the people of La Grange and to the Town. Provided that the Board of Commissioners agrees to the terms of the contract, the Sheriff will provide law enforcement related services for the Town of La Grange in the absence of the La Grange Police Department, effective July 1, 2009.

EVALUATION:

The contract binds the County of Lenoir, Sheriff W.E. "Billy" Smith and the Town of La Grange. The Sheriff, being the chief law enforcement officer for the County, acting on behalf of the County, will provide law enforcement services to the Town of La Grange. The Town will compensate the County for the law enforcement services the Sheriff provides during the term of the contract, which will expire on June 30, 2014 unless no written notice is provided by either party to terminate the contract. If no written notice is provided by either party, the contract will be extended an additional 5 years. Compensation by the Town includes but is not limited to, salaries for 9 deputies, benefits, equipment, uniforms, fuel, vehicles, etc. The Town has executed the contract and awaits the Lenoir County Board of Commissioners and the Sheriff's execution of said contract.

The Sheriff respectfully recommends that the Board of Commissioners execute the contract, which will provide law enforcement services by the Sheriff to the Town of La Grange.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that it shall execute the aforementioned contract between the County of Lenoir, Sheriff W.E. "Billy" Smith and the Town of La Grange to provide law enforcement services to the Town of La Grange.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Humphrey _____

Pharo _____ Stroud _____ Sutton _____

George W. Graham Jr., Chairman 03/16/09
Date

ATTEST 03/16/09
Date

STATE OF NORTH CAROLINA

COUNTY OF LENOIR

**INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF LA GRANGE, NORTH CAROLINA,
LENOIR COUNTY, NORTH CAROLINA, AND
W. E. SMITH, SHERIFF OF LENOIR COUNTY**

THIS AGREEMENT, made and entered into the ____ day of _____, 2009 by and between the County of Lenoir, acting by and through its governing body, the Board of Commissioners (hereinafter referred to as "County") and the Town of La Grange, acting by and through its governing body, the La Grange Town Council (hereinafter referred to as "Town") and W. E. "Billy" Smith, Sheriff of Lenoir County (hereinafter referred to as "Sheriff");

WHEREAS, Lenoir County is the governmental authority which provides for and appropriates many of the funds available to the Sheriff from revenue sources within the control of the said County; and

WHEREAS, the Town of La Grange, as a municipality, is authorized to enter contracts and is further authorized by § 160-281 of the General Statutes of North Carolina, to appoint a police chief and to employ other police officers for the purpose of providing law enforcement services to said Town; and

WHEREAS, the Town of La Grange desires general law enforcement services to be rendered within its municipal boundaries by the Sheriff of Lenoir County; and

WHEREAS, the Sheriff of Lenoir County has agreed that general law enforcement services shall be provided by his department within the boundaries of the Town of La Grange as heretofore provided to the unincorporated areas of Lenoir County, but subject to the terms and conditions set forth hereinbelow; and

WHEREAS, this Agreement is made pursuant to the authority of North Carolina General Statutes §§ 160A-461 *et seq.*; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and the allocation of costs fairly compensates the performing party for the services and functions under this agreement; and

WHEREAS, the County, Sheriff, and the Town believe that it to be in their best interests to enter into this interlocal agreement solely for the purpose of providing law enforcement services to the Town by the Sheriff or his designees; and

NOW THEREFORE, the parties agree as follows:

1. *In lieu* of the Town of La Grange maintaining a municipal police department or other such law enforcement agency, the Sheriff of Lenoir County shall furnish and provide for

general law enforcement services, including, but not limited to those services set forth in Paragraph 2 hereinbelow. Such services shall be provided within the present municipal limits of the Town and as said limits may be expanded from time to time. The Sheriff agrees to assign no less than nine (9) deputy sheriffs (8 deputies designated in the County's personnel policy as "Deputy II" and 1 deputy sheriff with the rank of Lieutenant) within the municipal limits of the Town of La Grange. It is the intent of the Agreement that the schedule of hours worked within each cycle shall be as determined by the Sheriff or his designee in order to utilize these nine deputies and other deputies as necessary to provide a minimum of two (2) deputies twenty-four hours per day to provide law enforcement services within the city limits of La Grange, except under circumstances denoted in section 4(a) and 4(b). The Sheriff shall be responsible for appropriate hiring, training, assignments, and discipline of the said deputy sheriffs, including providing its own defense and payment of any judgment in any legal action brought by any person against the Sheriff as a result of services provided pursuant to this Agreement. Each party to this Agreement shall be responsible for its own cost engendered by any claim or cause of action brought by any person as a result of the services provided pursuant to this Agreement, without waiving any third party cause of action which might be available against the other party to this Agreement. Deputies who may be assigned pursuant to this Agreement shall possess the same subject matter and geographical jurisdictional authority as generally granted to deputy sheriffs by the North Carolina General Statutes, including the enforcement of the provisions set forth in Paragraph 2 hereinbelow.

2. The Sheriff by and through his deputies shall provide for enforcement of the law including, but not limited to, the General Statutes of North Carolina, the Code of Ordinances of the Town of La Grange, the Code of Ordinances of the County of Lenoir, within the Town's jurisdiction, and, further, shall provide criminal investigative services (including follow-up investigative services), crime prevention services, pedestrian and traffic control, enforcement of parking regulations, escort of municipal clerks with municipal deposit when officers are available, enforce any curfews, perform business and residential checks, and provide additional security during special events such as parades, and festivals. The Sheriff will also provide investigative services when requested by patrol deputies and will receive, take custody of, and preserve any and all evidence in the possession of the La Grange Police Department at the time this agreement shall go into effect. Any law enforcement action taken by said deputies, including confiscation and forfeiture of property and any revenue generated as a result thereto, shall be handled by the Sheriff as any other such enforcement action taken by the Sheriff.
3. Any funds received from any State or Federal Agency that resulted from enforcement actions of the La Grange Police Department shall be used for equipment purchases for use in providing police protection to the citizens of La Grange.
4. The law enforcement efforts to be provided by the Agreement shall be coordinated with law enforcement efforts throughout Lenoir County, but the deputy sheriffs assigned to the Town shall patrol and answer calls solely within the municipal limits of the Town, except as follows:
 - a. The deputy sheriffs may respond to other emergency incidents outside of the municipal limits of La Grange upon the order of the Sheriff or his designee, including the shift supervisor in charge at the time.
 - b. Deputies may leave the town limits to investigate crimes that have occurred in the Town of LaGrange or at other times when it is necessary to transport

LaGrange residents for court ordered mental evaluations, as a result of an arrest, training, mandatory court appearances or meal breaks at locations within one and one-half (1½) miles of the Town city limits, however, the Sheriff shall use his best efforts to insure that at least one deputy sheriff shall remain in the Town during such times.

5. The Sheriff shall use good faith efforts to provide law enforcement officers who are qualified to provide law enforcement services in a manner consistent with customary law enforcement standards and practices. All such deputies shall be sworn employees of the Sheriff of Lenoir County and shall hold certification from the North Carolina Sheriffs' Education and Training Standards Commission.
6. Each deputy sheriff assigned to the Town pursuant to this Agreement shall at all times be the employee of the Sheriff of Lenoir County, and no Deputy Sheriff serving pursuant to this Agreement shall be an employee of the Town. The deputy sheriffs assigned to the Town pursuant to this agreement shall be under the exclusive control, direction and supervision of the Sheriff of Lenoir County or his designee. Neither the Town nor any of its employees or elected officials shall control, direct or supervise the activities of the deputy sheriffs assigned to the Town for purposes of this agreement.
7. The County shall be solely responsible for compensating the deputy sheriffs assigned under this Agreement, and shall be exclusively responsible for the provision of those benefits to the deputy sheriffs that accrue from policies and regulations of the Lenoir County Board of Commissioners, however, the County shall include in the compensation of said deputy sheriffs "longevity pay" and other benefits accruing based on tenure, inclusive of service to the Town, in accordance with the County's personnel policies for officers currently employed by the La Grange Police Department who shall become employed with the Sheriff's Office on the effective date of this Agreement.
8. All calls for service, dispatch, complaint or special request and duty assignments, whether made to the number listed for the La Grange Police Department or a number listed for the Lenoir County Sheriff's Office, shall go through the official channels of the Lenoir County Sheriff's Office pursuant to the Sheriff's policies and procedures.
9. The Town will provide ten (10) of its existing vehicles to be used by the Sheriff to provide the services detailed within this Agreement. The vehicles provided will be titled in the name of the County and will become the exclusive property of Lenoir County. All expenses associated with the transfer of said vehicles (tax, tag, title fees) will be the sole responsibility of the Town of LaGrange. The mutual promises set forth herein shall constitute consideration for the transfer of title of said motor vehicles. The Town agrees that the County may reassign the vehicles provided to other areas within the Sheriff's Office provided that the substitute vehicle is of comparable condition. The Town will also provide the county with four (4) tasers, and a variety of other equipment that will be inventoried prior to transfer to document the items transferred. The mutual promises set forth herein shall constitute consideration for the transfer of all said equipment.
10. The Town will also fund the purchase of nine (9) new handguns, nine (9) new shotguns, and such other duty gear for the deputies and vehicles assigned to La Grange as the parties hereto shall agree. The cost for these items is included in the Contract Price for the first year of the agreement.
11. All equipment currently assigned to the La Grange Police Department will be inventoried and thereafter assigned and delivered to the Lenoir County Sheriff's Office. In the event of the termination of this Agreement, the equipment formerly owned by the La Grange Police Department, together with any equipment purchased with funds

provided by the Town of La Grange, shall be assigned to the Town and delivered to the Town upon termination of this Agreement.

12. The Town will fund the replacement of vehicles and equipment used by the deputies assigned to La Grange. No later than April 30 of each year, the Sheriff will provide the Town with a listing of all equipment assigned to the Town of La Grange indicating the mileage and condition of vehicles and equipment. The Town will fund the replacement of the nine vehicles assigned to the deputies as the vehicles reach 125,000 miles or when the vehicle's mechanical condition has deteriorated to such a degree making it unsafe or unfit for law enforcement related activities. A spare vehicle will be maintained and replaced periodically with a vehicle that has been replaced as previously described. All fees and/or taxes associated with the registration and titling of said vehicles will be paid by the Town.
13. For and in consideration of the County providing law enforcement services, any and all vehicles and equipment purchased pursuant to this Agreement for law enforcement services solely for the Town of La Grange will be funded by the Town and provided to the County. Vehicles and equipment purchased by this agreement shall be tracked and labeled as "La Grange equipment". In the event that the contract shall expire or is terminated by either party hereto, all equipment purchased by the Town shall revert to and be immediately returned to the Town. When equipment replacement is funded by the Town under the contract, the equipment that is to be replaced or discarded will be returned to the Town for its disposal. Any proceeds from the disposal of such property shall be the sole property of the Town.
14. The Town agrees to pay the County an annual amount equal to one hundred *percent* (100%) of the County's actual cost of providing services pursuant to this Agreement, which annual amount shall cover services on a fiscal year basis, July 1 to June 30. The County's actual cost shall be determined annually by the Lenoir County Sheriff's Office and shall be based on the following:
 - a. the actual cost of the salaries and benefits of the eight (8) Deputy II's and one (1) Lieutenant that are actually assigned to the Town, including anticipated overtime, bonuses, and longevity, in accordance with the County's personnel policy, salary schedule, and payment practices.
 - b. Town shall pay to the county an amount equal to the actual cost to the County to pay "longevity pay", inclusive of service to the Town, in accordance with the County's personnel policies for officers currently employed by the La Grange Police Department who shall become employed with the Sheriff's Office on the effective date of this Agreement.
 - c. Cost for fuel is based on the Sheriff's estimate. The Sheriff or his designee will provide the Town with an estimate for the cost of fuel and the manner in which the estimate was derived by April 30 of each year. The Town, County, and Sheriff all concede that fuel prices are volatile and may trend up or down. At fiscal year end, actual expenses should be documented and provided to the Town at fiscal year end. Actual expenditures resulting that are greater than the fuel line item that results from cost increases will be reimbursed to the County by the Town of LaGrange. In the event that expenditures are below budgeted levels, the Town's first quarterly payment for the new fiscal year will be reduced by the overage amount.
 - d. Uniform costs
 - e. Automobile insurance expenses
 - f. Training expenses

- g. Maintenance/Repairs of vehicles
 - h. Capital outlay equipment
 - i. Office supplies
 - j. The calculation used to determine the Contract Price for the first year of this contract is attached as "Attachment A" for reference. Not later than April 30 of each year, the County shall provide to the Town the Contract Price for the upcoming fiscal year in a similar format. The Contract Price shall be paid by the Town in four equal installments no later than the 10th day of each calendar quarter without receipt of invoice or other notice from the County that the payment is due.
15. The Town agrees to report immediately to the Sheriff any misconduct, improper conduct, or illegal conduct of any deputy assigned to the Town under this Agreement.
 16. In the event that the Sheriff and County have assisted the Town in the successful application for a State or Federal grant for the purpose of financing all or any part of any additional law enforcement services, then in such event the Sheriff and County agree to exercise their best efforts to administer any such grant in accordance with its rules and regulations and to assist compliance by the Town with the applicable grant terms.
 17. Town agrees to provide office space at 120 East Railroad Street which will serve as a base of operations for the deputies to perform their administrative duties pursuant to their law enforcement duties under this contract. The building will be under the exclusive control of the Sheriff of Lenoir County during the contract period. The Town will also provide utilities to include electric, water, sewer, garbage collection, telephone service, and internet service for the building. The Town will be responsible for maintenance on the building. The Town will continue to pay any lease or maintenance contracts for any photocopiers or computers that were previously used or assigned to the LaGrange Police Department.
 18. The Town will reimburse the County for any repairs, replacement or installation costs associated with any law enforcement equipment purchased or transferred by the Town of LaGrange for the exclusive use by deputies assigned to the Town of LaGrange, which is, but not limited to, tasers, digital cameras, surveillance cameras, digital video recorders, firearms, in-car cameras, alcohol breath testing equipment, portable and mobile two-way radios, vehicular emergency equipment, radar units, data storage devices (servers), desk top and mobile computers, printers, routers, or other related electronic devices and software.
 19. The term of this contract shall be for a period of five (5) years commencing on July 1, 2009 and shall continue until midnight of June 30, 2014, unless sooner terminated as provided herein below.
 20. Upon the later of the end of the fourth (4th) year of this Agreement or the termination of any grant funding any portion of this Agreement, this Agreement may be terminated by any party at will, without assuming a reason or cause therefore, by written notice to the other parties, such termination to be effective not less than twelve (12) months from the date of the delivery of the written notice.
 21. In the event written notice is not given by either party to this agreement to the other parties prior to the end of the fifth (5th) year of this Agreement as herein provided, this Agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of five (5) years. Said Agreement shall continue thereafter for five (5) year periods unless and until either party hereto gives written notice as herein provided.

- 22. Nothing in the performance of this Agreement shall impose any liability for claims against the County or Town other than claims for which liability may be imposed by applicable law.
- 23. The parties to this Agreement do not intend for any third party to obtain any rights by virtue of this agreement.
- 24. This Agreement shall be effective on July 1, 2009, and shall continue in full force and effect until its expiration as set forth in Paragraphs 19 and 21, or upon its termination as provided in Paragraph 20 hereinabove.
- 25. By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any right in any party not a signatory hereto.

IN WITNESS WHEREOF, the Town of La Grange, upon authority duly given, has caused this instrument to be signed by its Mayor, attested by its Town Clerk, and its corporate seal affixed hereto; and Lenoir County, upon authority duly given, has caused this instrument to be signed by the Chairman of the County's Board of Commissioners, attested by the Clerk to the Board, and its corporate seal affixed hereto; and W. E. "Billy" Smith, Sheriff of Lenoir County has hereunto set his hand and seal upon authority duly given, all the day and year first above written.

Lenoir County

Town of La Grange

by: _____
Chairman of Board of Commissioners

by: *Brandon H. Gurley*
Mayor

ATTEST:

ATTEST:

Clerk to the Board of Commissioners

Nelda W. Johnson
Town Clerk

_____(SEAL)
W. E. "Billy" Smith
Sheriff of Lenoir County

Town of La Grange - Lenoir County Sheriff's Department

ATTACHMENT "A"

PERSONNEL:

Officer Type:	Salary	Benefits	Training	Overtime	Total:
Lt. (Supervisor)	44,310.00	15,514.25	100.00	500.00	\$ 60,424.25
Patrol Officer (Dep II)	30,262.00	13,257.21	100.00	500.00	\$ 44,119.21
Patrol Officer (Dep II)	30,262.00	13,257.21	100.00	500.00	\$ 44,119.21
Patrol Officer (Dep II)	30,262.00	13,257.21	100.00	500.00	\$ 44,119.21
Patrol Officer (Dep II)	30,262.00	13,257.21	100.00	500.00	\$ 44,119.21
Patrol Officer (Dep II)	30,262.00	13,257.21	100.00	500.00	\$ 44,119.21
Patrol Officer (Dep II)	30,262.00	13,257.21	100.00	500.00	\$ 44,119.21
Patrol Officer (Dep II)	30,262.00	13,257.21	100.00	500.00	\$ 44,119.21
Patrol Officer (Dep II)	30,262.00	13,257.21	100.00	500.00	\$ 44,119.21
Other Overtime & Longevity Pay*:		886.20		10,000.00	\$ 10,886.20
Grand Total:	286,406.00	122,458.13	900.00	14,500.00	\$ 424,264.13

*Longevity pay for Jerry Davis (based on 15+ yrs of service). Other employees will not be eligible until after Feb. 2010

EQUIPMENT/SUPPORT/INSURANCE:

FBR Software Support	\$ 378.00	\$ 378.00
Insurances (Vehicle, Comp, Liability)	\$ 9,000.00	\$ 9,000.00
Uniforms	\$ 5,850.00	\$ 5,850.00
		\$ 15,228.00

COMMUNICATIONS:

Cell Phones (3)	\$ 1,438.20	\$ 1,438.20
Air Card Cell Service	\$ 2,880.00	\$ 2,880.00
		\$ 4,318.20

VEHICLES:

Maintenance	\$ 4,500.00	\$ 4,500.00
Fuel	\$ 22,500.00	\$ 22,500.00
Vehicle Purchases	\$ -	\$ -
Annual Striping	\$ 380.00	\$ 380.00
		\$ 27,380.00

TOTAL:

QUARTERLY PAYMENT FOR FY 2009-2010 **\$ 117,797.58**

START UP COSTS (May occur prior to July 1, 2009):

9 Handguns & Shotguns	\$ 8,595.00	\$ 8,595.00
First Year Uniforms	\$ 7,675.00	\$ 7,675.00
Physicals & Drug Screens	\$ 864.00	\$ 864.00
Misc. Equipment	\$ 1,560.00	\$ 1,560.00
MTD's (4)	\$ 4,377.44	\$ 4,377.44
Star Decals	\$ 450.00	\$ 450.00
In Car Cameras	\$ 49,500.00	\$ 49,500.00
FBR Software	\$ 3,048.00	\$ 3,048.00
Cages	\$ 3,000.00	\$ 3,000.00
Vehicle Restriping	\$ 3,420.00	\$ 3,420.00
AIR Cards	\$ 400.00	\$ 400.00
Docking Stations (+Inst.)	\$ 5,352.00	\$ 5,352.00
Radio Reprogramming	\$ 650.00	\$ 650.00
		\$ 88,891.44

*To be expended by Town as purchases occur, some purchases may occur in FY 2008-2009.

Recurring Total:	\$ 471,190.33
Year 1 Start Up Costs:	\$ 88,891.44
Total Year 1 Cost:	\$ 560,081.77

INTRODUCED BY: Michael W. Jarman, County Manager DATE: 3/16/09 ITEM NO. 11

RESOLUTION: Reimbursement Resolution -- Lenoir County Jail Project

SUBJECT AREA: Administrative

ACTION REQUESTED:

The Board is requested to approve a reimbursement resolution to restore from financing proceeds, funds expended by the County prior to the closing of the financing for the jail project.

HISTORY/BACKGROUND:

WHEREAS, the County Manager and the Finance Officer have described to the Board the desirability of adopting a resolution, as provided under federal tax law, to facilitate the County's using proceeds of tax-exempt financing to restore the County's funds when the County makes capital expenditures prior to closing on the financing.

EVALUATION:

Approval of this resolution will allow the County to reimburse to itself, from financing proceeds, funds expended by the County for the jail project

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

Initials

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

Section 1. The project is the acquisition, construction, equipping and general development of a new County jail.

Section 2. The County intends to finance the project. The expected type of financing (which is subject to change) is installment financing under Section 160A-20 of the General Statutes. The current estimate for the maximum amount of bonds or other obligations to be issued or contracted for the project is \$17,000,000. The actual amount financed may be higher or lower.

Section 3. The County intends that funds that have been advanced, or may be advanced, from the General Fund for project costs will be reimbursed from the financing proceeds. The County may reimburse itself for some or all of the costs advanced.

Section 4. The County intends that the adoption of this resolution will be a declaration of this County's official intent to reimburse project expenditures from financing proceeds.

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Humphrey _____

Pharo _____ Stroud _____ Sutton _____

George W. Graham Jr., Chairman Date

ATTEST Date

I certify that the foregoing resolution was duly adopted at a meeting of the Board of Commissioners of Lenoir County, North Carolina, duly called and held on _____, 2009, and that a quorum was present and acting throughout such meeting. Such resolution remains in full effect as of today.

Dated this _____ day of _____, 2009.

[SEAL]

Clerk, Board of Commissioners
Lenoir County, North Carolina

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 03/16/09 **ITEM NO.:** 12

Resolution Authorizing the Award of a Contract for Demolition/Clearance Services for the 2006 CDBG Scatter Site Project: \$6,100

SUBJECT AREA: Community Development

ACTION REQUESTED:

Award contract to the lowest, qualified bidder for the services of a demolition/clearance contractor in the 2006 Community Development Block Grant Scattered Site Project:

HISTORY/BACKGROUND:

RSM Harris Associates submitted a request for demolition proposals to area demolition contractors on a property associated with the 2006 CDBG Scattered Site project. The bids came in as follows:

<u>Contractor</u>	<u>5437 Gilbert School Rd.</u>
Easy Does It, LLC	\$ 6,100.00
Charles Hughes Construction	\$ 7,725.00
Barrow & Barrow Construction	\$9,350.00

EVALUATION:

The recommendation is to award the demolition/clearance contract on the above named property to the lowest qualified bidder.

MANAGER'S RECOMMENDATION:
Respectfully recommend approval.

Initials

RESOLUTION: NOW THEREFORE, BE IT RESOLVED by the Lenoir County Board of Commissioners that the contract for demolition/clearance of a property at 5437 Gilbert School Road, Grifton, in the 2006 CDBG Scattered Site Project be awarded and executed by the Lenoir County Manager with Easy Does It, LLC in the amount of \$6,100.

Funding Source 46-4956-5800

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Humphrey _____

Pharo _____ Stroud _____ Sutton _____

George W. Graham Jr., Chairman 03/16/09
Date

ATTEST 03/16/09
Date

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 03/16/09 **ITEM NO.:** 13

Resolution Approving Service Contract for Physio-Control Defibrillators: \$5,014

SUBJECT AREA: Financial

ACTION REQUESTED:

Authorization of maintenance, mapping, and telemetry contract to Inmotion Technology at a cost of \$5,014 to be deducted from line item 10-4332-3520.

HISTORY/BACKGROUND:

In March of 2008, thirteen (13) AVL's were purchased for all ambulances. The purchase required a recurring cost for mapping and maintenance. The addition of monitoring the onboard computer has been developed recently. This will allow us to monitor the way the fleet is being driven and to help cut down on future repair expenses.

EVALUATION:

County staff has evaluated contracts and due to the sensitive nature of the equipment it requires continuous maintenance. County staff feels that a maintenance contract with this company for this product should be approved.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

INITIALS

RESOLUTION: NOW, THEREFORE, BE IT RESOLVED by the Lenoir County Board of Commissioners that the County Manager be authorized execute purchase orders in the approved amounts for the purchase of the service agreement for the Inmotion Technology AVL's as described above.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Humphrey _____
Pharo _____ Stroud _____ Sutton _____

George W. Graham Jr., Chairman 03/16/09
Date

ATTEST 03/16/09
Date

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 03/16/09 **ITEM NO.:** 14

Resolution Authorizing the Purchase of a Geolynx G7 Upgrade from VisionAir: \$8,825

SUBJECT AREA: Financial

ACTION REQUESTED:

Authorize the purchase of GeoLynx G7 upgrade from VisionAir for a total cost of \$8,825.00 from budget line 24-4320-5100.

HISTORY/BACKGROUND:

The Lenoir County Emergency Services Department – Communications Division must maintain an up-to-date mapping system in order to remain Phase II Compliant. The Communications Division uses GeoLynx mapping provided by VisionAir. This mapping system allows the Communications Division to locate a wireless phase II caller and to plot that caller on a map, allowing the Telecommunicator to efficiently and effectively dispatch the appropriate responder in a timely manner.

EVALUATION:

The purchase of the GeoLynx G7 mapping upgrade is necessary for the Communications Division staff to effectively and efficiently utilize the mapping system in order to perform the required telecommunicator duties of the Emergency Services Department. This upgrade is needed to allow the telecommunicators to have access to all aerial photos of Lenoir County. The total cost of this purchase is an allowable expense out of the Special Revenue Fund balance.

MANAGER'S RECOMMENDATION:
Respectfully recommend approval.

Initials

RESOLUTION: NOW THEREFORE, BE IT RESOLVED by the Lenoir County Board of Commissioners that: the purchase of GeoLynx G7 upgrade from VisionAir for a total cost of \$8,825.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Humphrey _____
Pharo _____ Stroud _____ Sutton _____

George W. Graham Jr., Chairman 03/16/09
Date

ATTEST 03/16/09
Date

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 03/16/09 **ITEM NO.:** 15

Resolution Authorizing the Purchase of a Domain Controller NTE: \$10,000

SUBJECT AREA: Financial

ACTION REQUESTED:

Authorize the purchase a Domain Controller from CDS for a total not to exceed \$10,000 from budget line 24-4320-5100.

HISTORY/BACKGROUND:

The Lenoir County Emergency Services Department – Communications Division must maintain an up-to-date computer aided dispatch system. The Communications Division uses a redundant server set-up to for no interruption in CAD capabilities even in the event of a server failure on the primary server. The purchase of the new CAD servers and Neverfail software must have a Domain Controller to allow the system to operate properly.

EVALUATION:

The purchase of the a Domain Controller is necessary for the Communications Division staff to effectively and efficiently utilize the new CAD servers in order to perform the required telecommunicator duties of the Emergency Services Department. The total cost of this purchase is an allowable expense out of the Special Revenue Fund balance.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

Initials

RESOLUTION: NOW THEREFORE, BE IT RESOLVED by the Lenoir County Board of Commissioners that: the purchase of a Domain Controller for a total cost not to exceed \$10,000 from line 24-4320-5100.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Humphrey _____
Pharo _____ Stroud _____ Sutton _____

George W. Graham Jr., Chairman 03/16/09
Date

ATTEST 3/16/09
Date

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 03/16/09 **ITEM NO.:** 116

Resolution Approving the FY 2009-2011 Grants: Elderly Individuals and Individuals with Disabilities Program: \$54,076 – Job Access and Reverse Commute (JARC): \$10,278 – New Freedom: \$57,392: Through the North Carolina Department of Transportation

SUBJECT AREA: Administrative

ACTION REQUESTED:

Approve the grant applications to the North Carolina Department of Transportation/Public Transportation Division (NCDOT/PTD) for the additional funding of the Lenoir County Transportation Department for 2 Year Applications FY 2009-2011 – Elderly Individuals and Individuals with Disabilities Program - \$54,076 - Job Access and Reverse Commute (JARC) - \$10,278, and - New Freedom - \$57,392 Grant Funds through North Carolina Department of Transportation.

HISTORY/BACKGROUND:

On November 13, 2008, Lenoir County conducted a Transportation Summit with local stakeholders such as Department of Transportation, Department of Social Services, Council on Aging, Employment Security Commission, Lenoir/Greene Partnership for Children, Emergency Management Services, and many others. Our goal was to identify the unmet needs in transportation for the Citizens of Lenoir County. Once the unmet needs were identified, a two (2) Year Transportation Coordinated Plan has to be written to apply for the 5310 - Elderly Individuals and Individuals with Disabilities Program, 5316 - Job Access and Reverse Commute (JARC) and 5317 - New Freedom Grant Funds through North Carolina Department of Transportation.

EVALUATION:

On January 5, 2009, the Lenoir County Board of Commissioners approved a two (2) year Coordinated Plan which enabled Lenoir County Transit to apply for additional funding for two (2) years consisting of FY 2009-2011 through the North Carolina Department of Transportation (NCDOT). The applications each year totaling 5310 – Elderly Individuals and Individuals with Disabilities Program \$54,076, 5316 – Job Access and Reverse Commute (JARC) \$10,278, and 5317 – New Freedom \$57,392 Grants. The 5310 - Elderly Individuals and Individuals with Disabilities Program requires a 10% local match, 5316 – Job Access and Reverse Commute Grant, and 5317 – New Freedom Grants require a 50% local match which will be funded by our Rural Operating Assistance Program (ROAP) Grant funded by North Carolina Department of Transportation. These funds will be for individuals with low income, elderly, and disabled and will be given a voucher to utilize these services. With identifying the unmet needs, Lenoir County Transit will increase service in various areas and times and meet these requirements to receive these additional funds.

MANAGER'S RECOMMENDATION:

Respectfully Recommend Approval

INITIALS

RESOLUTION: NOW, THEREFORE BE IT RESOLVED that the Lenoir County Board of Commissioners approve the 2 – Year FY 2009-2011 Grants Each Year Totaling – 5310 – Elderly Individuals and Individuals with Disabilities Program - \$54,076, 5316 – Job Access and Reverse Commute (JARC) - \$10, 278, and 5317 – New Freedom - \$57,392 Grant Applications through North Carolina Department of Transportation 2008 – 2 Year Lenoir County Transportation Coordinated Plan for Lenoir County to apply for Job Access and Reverse Commute (JARC) and New Freedom Grant Funds, and be it further resolved that if the grants are awarded, the Lenoir County Transportation Advisory Board, the Chairman of the Board of Commissioners, County Manager or staff so designated are authorized to execute the required documents to obtain the necessary grant funds.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Humphrey _____

Pharo _____ Stroud _____ Sutton _____

George W. Graham Jr., Chairman 03/16/09
Date

ATTEST 03/16/09
Date

INTRODUCED BY: Michael Jarman, County Manager DATE: 03/16/09 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. No applications at this time.

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
Lenoir County Board of Health 1 st Appearance	Joan Bannerman (Public Member)	March 2012
Criminal Justice Partnership Program (CJPP) 1 st Appearance	Beverly Alton	March 2011

CURRENT VACANCIES:

- 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**

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 Board of Health 1 st Appearance	Joan Bannerman (Public Member)	March 2012
Criminal Justice Partnership Program (CJPP) 1 st Appearance	Beverly Alton	March 2011

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Humphrey _____

Pharo _____ Stroud _____ Sutton _____

George W. Graham, Jr., Chairman 03/16/09
Date

ATTEST 03/16/09
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:

Lenoir County Health 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: Joan Bannerman
Address: 1504 N. Queen St
City/State/Zip: Kinston N.C. 28501
Telephone: (Home) 252-523-0074 (Work) 252-521-6260 (cell)
Occupation: Retired Administrator Lenoir Co. Schools / parttime LCC
Business Address: ---
Age (Optional): 65
Number hours available per month for this position: After 12:00 noon (Available)
Training: (?) East Carolina University
Business and Civic Experience/Skills: Chairman JCPC, Red Cross Board, Arts Council Board, Kinston Beautification Committee
Other County Boards/Committees/Commissions presently serving on: none

Expiration date of Term: _____

Circle your voting precinct

- | | |
|---|--|
| K-1 (Carver Courts Recreation Center) | Institute (Institute Methodist Church) |
| K-2 (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) |
| <u>K-5 (Spillman Baptist Church)</u> | Pink Hill 2 (Pink Hill Rescue Station) |
| K-6 (Teachers Memorial School) | Sand Hill (Sand Hill VF Department) |
| K-7 (Emma Webb Recreation Center) | Southwest (Southwest VF Department) |
| K-8 (Holloway Recreation Center) | Trent 1 (Deep Run VF Department) |
| K-9 (Kinston Number 4 Fire Station) | Trent 2 (Moss Hill Ruitan Building) |
| Contentnea (Contentnea Ruitan Building) | Vance (Army Reserve Center, Airport) |
| Falling Creek (Banks Elementary School Gym) | Woodington (Woodington Middle School) |

CERTIFICATION

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

Joan Bannerman
Signature of Applicant

3/04/09
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 3299, Kinston, NC 28502, or fax to 252-5559-6454.

Advisory Board/Committee/Commission interested in:

Lenoir Co Criminal Justice Partnership Program / Day Reporting Ctr.

(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: Beverly K. Alston
Address: 2634 Plantation Circle
City/State/Zip: Kinston, N.C., 28504
Telephone: (Home): 252-522-3651 (Work): 252-526-4435
Occupation: Employment Manager (State Government)
Business Address: ESC 2100 Presbyterian Lane Kinston, NC 28501
Age (Optional): 62
Number hours available per month for this position: 1
Training: Education degree / Counseling Experience
Business and Civic Experience/Skills: Employment Service Manager
Former teacher
Other County Boards/Committees/Commissions presently serving on: _____
Lenoir Co Transit Board
Expiration date of Term: _____

Circle your voting precinct

- | | |
|--|--|
| K-1 (Carver Courts Recreation Center) | Institute (Institute Methodist Church) |
| K-2 (Old Plummer Daniel's Building) | Moseley Hall (Frink Middle School Gym) |
| K-3 (Fairfield Recreation Center) | Neuse (Agricultural Center) |
| K-4 (Northwest Elementary School) | Pink Hill 1 (Bethel Baptist Church) |
| K-5 (Spillman Baptist Church) | Pink Hill 2 (Pink Hill Rescue Station) |
| K-6 (Teachers Memorial School) | Sand Hill (Sand Hill VF Department) |
| K-7 (Emma Webb Recreation Center) | Southwest (Southwood 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) | Vanca (Army Reserve Center, Airport) |
| <u>Falling Creek (Banks Elementary School Gym)</u> | 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.

Beverly K. Alston
Signature of Applicant

2-26-09
Date