

**LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA
 MONDAY, MARCH 18, 2013 – TIME: 4:00 PM.
 COMMISSIONERS’ MEETING ROOM, LENOIR COUNTY COURTHOUSE
 130 S. QUEEN ST., KINSTON, N.C.**

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

PUBLIC INFORMATION: Dr. Randy Jones – Smithfield Way Extension

- | | | |
|----|--|--------|
| 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 4, 2013 | Roberts/Jarman |
| 4. | Budget Ordinance Amendment: Finance/Sheriff’s Department: \$589: Increase | Smith |
| 5. | Budget Ordinance Amendment: Emergency Medical Services: \$2,266: Increase | Dail |

END OF CONSENT AGENDA

BUDGET ORDINACE/RESOLUTIONS: 35 Min.

- | | | |
|-----|--|----------|
| 6. | Intellectual and Developmental Disabilities Awareness Month Proclamation | Rouse |
| 7. | Resolution Declaring Property as Surplus and Authorizing the Sale of the Surplus Property by Auction. | Harper |
| 8. | Resolution Approving Purchase of Fencing and Fence Gate: Baker Fence Co.: \$3,480 | Smith |
| 9. | Budget Ordinance Amendment: Capital Projects Fund Jail Expansion Project: \$19,386: Increase | Smith |
| 10. | Resolution Approving and Adopting Amended Flood Damage Prevention Ordinance and Revised FEMA Flood Insurance Rate Maps Effective April 16, 2013 | Oneal |
| 11. | Resolution Approving and Adopting Revised Manufactured Housing Park Ordinance | Oneal |
| 12. | Budget Ordinance Amendment: General Fund: Non-Departmental: \$31,722: Increase | Martin |
| 13. | Resolution Awarding Contract: Grinding Services: Vegetative Debris: John A. Powell Contracting of Fuquay-Varina, N.C.: \$9.00 per ton | Miller |
| 14. | Resolution Approving Acceptance of a Grant from NC Department of Transportation to Assist in the Funding of a Rail Spur to Serve Pactiv Corporation’s Rail Expansion | Pope |
| 15. | Resolution Authorizing the County Manager to Execute a 60 month Service and Use Contract with Carolina Telephone LLC – East (“Embarq”) for VOIP equipment and maintenance with subsequent \$1 buyout lease agreement with CISCO to follow along with Product and Services agreement with Centurylink Sales Solutions, Inc. | Bryan |
| 16. | Resolution Supporting Interstate Connectivity in Eastern North Carolina | Daughety |

APPOINTMENTS: 5 Min.

- 17 Resolution Approving Citizens to Boards, Commissions, Etc. **5 Min.** Jarman

OTHER ITEMS: 10 Min.

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



Lenoir County
Local Government

Mike Jarman <mjarman@co.lenoir.nc.us>

Smithfield Way Extension

1 message

Dr. Randy Jones <rjones@livestockvet.com>
To: mjarman@co.lenoir.nc.us

Wed, Mar 13, 2013 at 4:59 PM

Mike ,

I have attached the version of the road extension given to me by Mark and Mac. I have also attached a proposed route that would lessen the impact on drainage and hopefully improve it. It would also be a better solution for traffic in the area. It does impact two properties however and would cost more money. But in the end it would be a better solution.

I spoke to Eric Rouse and he said that you had me on the agenda for next Monday. You mentioned the commissioners would be voting on something relevant to this project. I would like to speak to you about the meeting prior to Monday.

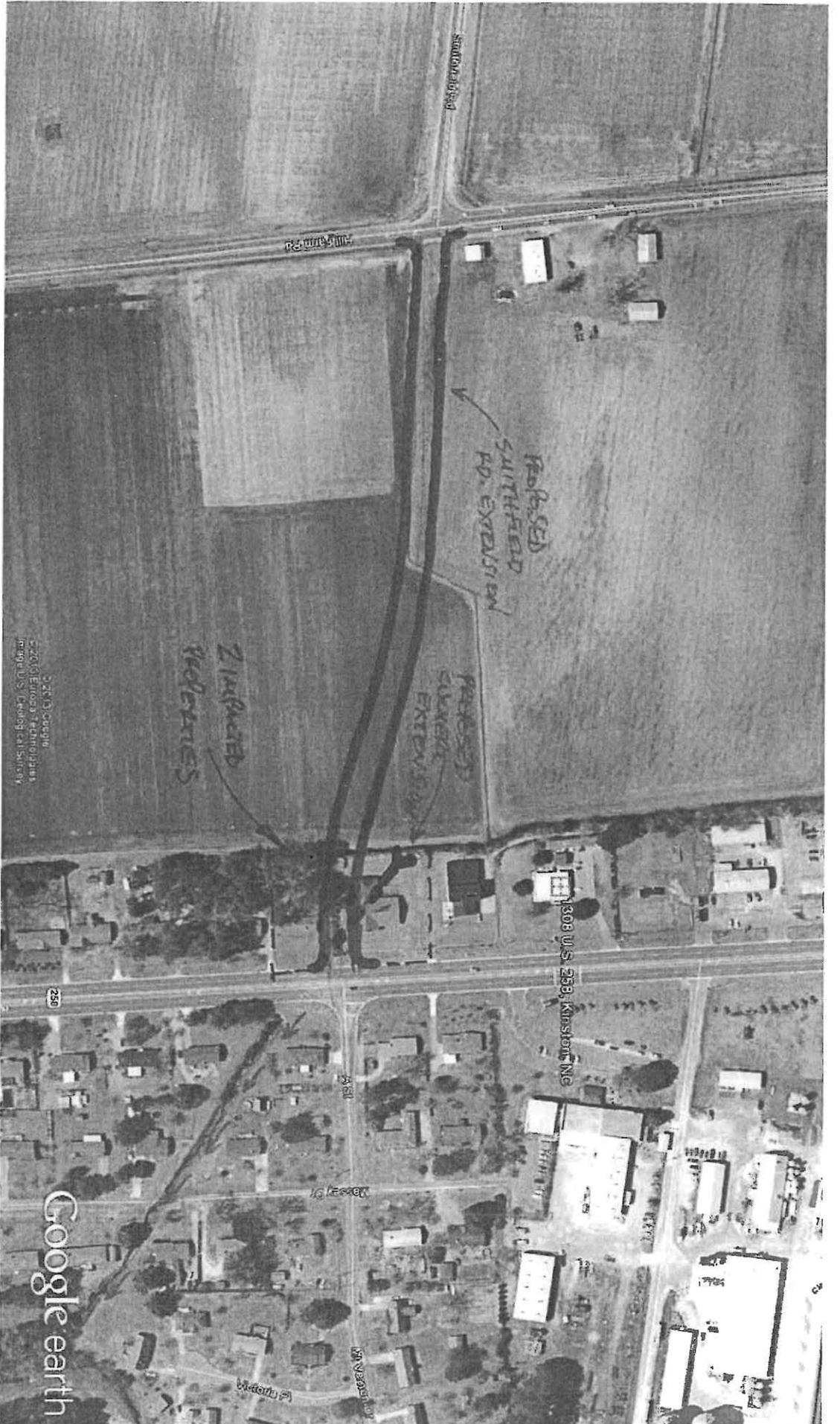
Randy Jones, DVM	
<u>Livestock Veterinary Services</u>	
	(252) 527-4960
Mobile:	(252) 560-1054
	PO Box 6580
	1308 Hwy. 258 N.
	Kinston, NC 28504
	rjones@livestockvet.com
	www.livestockvet.com

3 attachments

 **Smithfield Rd Alignment.pdf**
118K

 **SKMBT_C25313031108160.pdf**
532K

 **Randy Jones DVM.vcf**
5K



Google earth

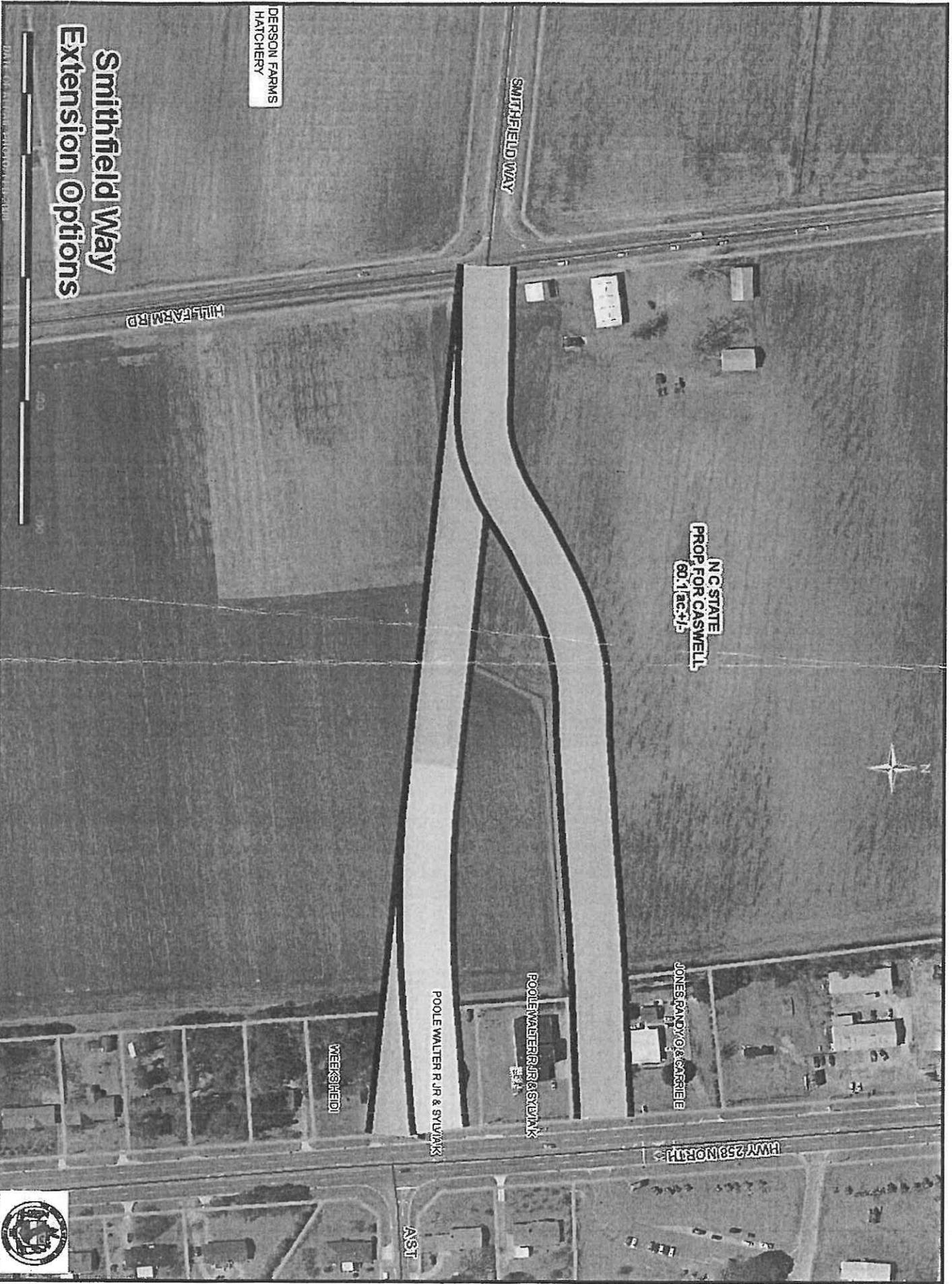
feet
meters

1000

500

Google earth





DERESON FARMS
HATCHERY

SMITHFIELD WAY

Smithfield Way Extension Options

HILL FARM RD

N.C. STATE
PROP. FOR CASWELL
60.1 AC +/-



JONES RANDY O. & CAROLE

POOLE WALTER R. JR. & SYLVIA K.

POOLE WALTER R. JR. & SYLVIA K.

WEEKSEDEI

HWY 258 NORTH

ASST

DATE: 05/14/2014 10:41:27 AM



TO: Chairman and Members of the Board

FROM: Mike Jarman, County Manager

DATE: March 18, 2013

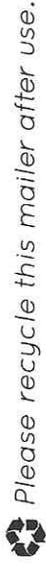
SUBJECT: Items of Interest

1. CDBG Monthly Performance Status Report
2. North Carolina Department of Transportation Biannual Cleanup Drive
3. Lenoir County Planning & Inspections Permit/Inspection Report
4. Lenoir County Financial Performance Summary 2012-2013: February 28, 2013

SPRING LITTER SWEEP

APRIL 13-27, 2012

Safety Rules and Guidelines



Please recycle this mailer after use.

Visit www.ncdot.gov/~littersweep to download forms:

- Spring 2013 Litter Sweep poster
- Certificate of Appreciation request form
- Keep North Carolina Beautiful Most Unusual Litter Contest entry form
- Safety rules and regulations for volunteers
- Adopt-A-Highway reporting instructions
- Litter Sweep cleanup procedures
- Adopt-A-Highway media form
- For questions or to request copies, call 1-800-331-5864

For Volunteers

- Park in areas that: provide safe entrance and exit of the pickup area; do not create hazards with other vehicles and equipment operating near the work area; provide maximum protection for volunteers getting in and out of the vehicle.
- All volunteers must wear an NCDOT approved orange safety vest. It is a good practice to wear long-sleeve shirts, gloves and high-top boots to protect against unforeseen hazards.
- Take extra precautions to prevent heat and cold stress when working in extreme temperatures. Pickup only during daylight hours and stop work during inclement weather.
- Face oncoming traffic while on foot. Stay off the road at least five feet from the pavement edge.
- Do not pick up in ditches, tunnels, on road surfaces, bridges, overpasses or medians. Avoid any construction.
- Work in small groups, allowing ample space for each volunteer to work safely.
- Place tools in safe position so that sharp points are not exposed.
- Be aware of hidden obstructions that may have sharp edges and broken glass, especially in grassy areas.
- Do not attempt to squeeze bags to make room for more trash. Use caution when handling trash bags containing broken or sharp objects. Use proper lifting techniques when lifting bags.
- Do not pick up what appears to be hazardous material or any type of container with unknown contents (notify your Adopt-A-Highway coordinator or NCDOT maintenance office if you encounter hazardous objects or holes, guy wires and other hidden obstacles in the ground).
- Place trash bags where they can be easily retrieved by NCDOT personnel and well clear of roadway traffic.
- Do not use or possess illegal drugs or alcohol prior to or during a cleanup.
- Furnish adequate supervision by one or more adults 21 years of age or older for groups that have volunteers 12-17 years of age. All volunteers must be at least 12 years of age with adult supervision to participate.
- Know the routes to medical care in case of emergency and have an adequate first-aid kit immediately available.
- Conduct a safety meeting for all volunteers prior to each cleanup and go over all safety procedures, rules and guidelines. View the "North Carolina Adopt-A-Highway Safety" video and the "Colorado Meth Lab Waste Recognition" video prior to participating in a cleanup.

You can access all safety information and videos from our website

Visit your local NCDOT maintenance office for gloves, safety vests, orange trash bags and blue recycling bags for glass, metal and plastic. Dispose of recyclables yourself and call your local NCDOT county maintenance office to pick up the filled orange trash bags from the roadside. Reminder: it is illegal to dispose of aluminum cans and plastic bottles in the landfills.

THANK YOU FOR PARTICIPATING SAFELY!

North Carolina Department of Transportation
Office of Beautification
1540 Mail Service Center
Raleigh, NC 27699-1540
www.ncdot.gov/-beautification

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
RALEIGH, NC
PERMIT NO. 365

Address Service Requested

ADOPT-A-HIGHWAY
(1988-2013)



YEARS OF OUTSTANDING
VOLUNTEER COMMITMENT

Lenoir County Manager
Post Office Box 3289
Kinston, North Carolina 28501

2850233289 8017

Deadline to request certificate is May 31, 2013.
Mail or fax to NCDOT Office of Beautification
1540 Mail Service Center
Raleigh, NC 27699-1540 / Fax: (919) 715-2554

_____ Issue in name of _____
_____ c _____
_____ Address _____
_____ City _____ State _____ Zip _____ County _____
_____ Phone (Work) _____ (Home) _____
_____ Email _____

REQUEST FOR CERTIFICATE OF APPRECIATION (Please print.)

SPRING 2013 LITTER SWEEP
APRIL 15-27, 2012



**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 2013

PERMITS ISSUED: 111

PERMITS VALUE: \$ 2,320,247

PERMIT FEES: \$ 11,381

SINGLE FAMILY DWELLINGS: 6

MOBILE HOMES: 7

COMMERCIAL: 1

ADDITIONS: 7

ELECTRICAL: 39

PLUMBING: 12

MECHANICAL: 19

OTHER: 20

TOTAL INSPECTIONS: 183

Printed: 03-01-2013

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

[Designated period: 02/01/13 to 02/28/13] [Prior period: 02/01/12 to 02/28/12]
Code Prms Valuation Fees Paid Units Prms Valuation Fees Paid Units

NEW RES. HOUSEKEEPING - LENOIR COUNTY														
* Single Family Houses Detached	101B	4	1,002,900.00	2,615.00	4	5	862,150.00	1,982.00	5					
* Single Family Houses Attached	102B		.00	.00	0	0	.00	.00	0					
* 2 Family Building	103B		.00	.00	0	0	.00	.00	0					
* 3 and 4 Family Buildings	104B		.00	.00	0	0	.00	.00	0					
* 5 or More Family Buildings	105B		.00	.00	0	0	.00	.00	0					
*TOTAL INFORMATION 101-105	109B		.00	.00	0	0	.00	.00	0					
NEW RESIDENTIAL NON-HOUSEKEEPING BL:														
* Hotels, Motels & Tourist Cabins	213B		.00	.00	0	0	.00	.00	0					
* Other Non-Housekeeping Shelter	214B		.00	.00	0	0	.00	.00	0					

NEW NON-RESIDENTIAL BUILDINGS:														
* Amusement, Social, & Recreational	318B		.00	.00	0	0	.00	.00	0					
* Churches & Other Religious	319B	1	378,000.00	1,150.00	1	0	.00	.00	0					
* Industrial	320B		.00	.00	0	0	.00	.00	0					
* Pring Garages (Bids & Open Decked)	321B		.00	.00	0	0	.00	.00	0					
* Service Stations & Repair Garages	322B		.00	.00	0	0	.00	.00	0					
* Hospitals & Institutional	323B		.00	.00	0	1	945,157.00	2,343.00	1					
* Offices, Banks, & Professional	324B		.00	.00	0	0	.00	.00	0					
* Public Works & Utilities	325B		.00	.00	0	0	.00	.00	0					
* Schools & Other Educational	326B		.00	.00	0	0	.00	.00	0					
* Stores & Customer Services	327B		.00	.00	0	0	.00	.00	0					
* Other Non-Residential Bldgs	328B		.00	.00	0	0	.00	.00	0					
* Structures Other than Buildings	329B		.00	.00	0	0	.00	.00	0					

ADDITIONS, ALTERATIONS, & CONVERSION														
* Residential	434B	6	215,000.00	597.00	6	4	45,000.00	248.00	4					
* Non-Residential & Non-Housekeeping	437B		.00	.00	0	0	.00	.00	0					
* Adds of Res. CP/Garages(Atch/Detc)	438B	1	15,000.00	50.00	1	1	2,000.00	100.00	1					
DEMOLITIONS AND RAZING OF BUILDINGS:														
* Single Family Houses (Atch/Detach)	645B		.00	.00	0	0	.00	.00	0					
* 2 Family Buildings	646B		.00	.00	0	0	.00	.00	0					
* 3 & 4 Family Buildings	647B		.00	.00	0	0	.00	.00	0					
* 5 or More Family Buildings	648B		.00	.00	0	0	.00	.00	0					
* All Other Buildings and Structures	649B		.00	.00	0	0	.00	.00	0					

TOTALS FOR PERMITS THIS PAGE

12	1,610,900.00	4,412.00	12	11	1,854,307.00	4,673.00	11
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Lenoir County
 PERIODIC REPORT OF ISSUED PERMITS (GROUPED BY REPORT CODE)

Printed: 03-01-2013

[Designated period: 02/01/13 to 02/28/13] [Prior period: 02/01/12 to 02/28/12]
 Code Prms Valuation Fees Paid Units Prms Valuation Fees Paid Units

MOBILE/MODULAR OFFICE/CLASSROOM																			
*MOBILE OFFICE		740B																	
*MODULAR CLASSROOM		750B																	
*MODULAR OFFICE		730B																	
ELECT./PLUMB/HEAT/A/C/INS/TEMP POLE:																			
*ELECTRICAL		800B	39	51,425.00	2,236.00	39	48	160,950.00	3,591.00	48									
*PLUMBING		810B	12	17,500.00	665.00	12	15	46,704.00	1,031.00	15									
*HEATING/ AIR CONDITIONING		820B	19	63,755.00	1,163.00	19	20	85,493.00	1,220.00	20									
*INSULATION		830B	4	4,552.00	200.00	4	7	26,000.00	505.00	7									
*TEMPORARY POLE		840B	7	5,250.00	350.00	7	4	2,000.00	200.00	4									
RESIDENTIAL ACCESSORY STRUCTURES																			
*STORAGE/PORCHES/PATIOS/DECKS		900B		.00	.00	0	0	.00	.00	0									
MISCELLANEOUS:																			
*CHANGE OF OCCUPANCY		910B	1	150.00	150.00	1	0	.00	.00	0									
*INSPECT DWELLING		920B		.00	.00	0	0	.00	.00	0									
*TENTS		930B		.00	.00	0	0	.00	.00	0									
*SATELLITE DISH		940B		.00	.00	0	0	.00	.00	0									
*AWNING		950B		.00	.00	0	0	.00	.00	0									
*EXTRA INSPECTIONS		960B	6	3,800.00	217.00	6	11	300.00	430.00	11									
*FIRE PROTECTION SPRINKLER SYSTEM		966B		.00	.00	0	0	.00	.00	0									
*MOVING DWELLING ONLY		970B		.00	.00	0	0	.00	.00	0									
*SIGN		980B	2	24,500.00	500.00	2	0	.00	.00	0									
*FIREWORKS		985B		.00	.00	0	0	.00	.00	0									
*SWIMMING POOL		990B		.00	.00	0	0	.00	.00	0									
*TANKS		995B		.00	.00	0	0	.00	.00	0									
MOBILE HOMES																			
*SINGLE WIDE MOBILE HOME		700B	4	49,660.00	400.00	4	5	99,000.00	500.00	5									
*DOUBLE WIDE MOBILE HOME		710B	3	218,255.00	375.00	3	3	111,000.00	375.00	3									
*MODULAR HOME		720B	2	270,500.00	713.00	2	0	.00	.00	0									

TOTALS FOR PERMITS ABOVE (Incl. pg 1) 111 2,320,247.00 11,381.00 111 2,385,754.00 12,525.00 124

Totals of other permits in the period 111 2,320,247.00 11,381.00 111 2,385,754.00 12,525.00 124

TOTAL FOR ALL PERMITS IN THE PERIOD 111 2,320,247.00 11,381.00 111 2,385,754.00 12,525.00 124

LENOIR COUNTY
FINANCIAL PERFORMANCE SUMMARY-2012-13
FEBRUARY 28, 2013

REVENUES

66.67%

DESCRIPTION	BUDGET FOR YEAR	REVENUES TO DATE	REMAINING BALANCE	% REC'D
GENERAL FUND:				
Health Department	2,096,515	1,368,152	728,363	65.26%
Public Assistance (DSS)	9,418,843	5,414,902	4,003,941	57.49%
Property Taxes	31,881,198	29,683,441	2,197,757	93.11%
Sales Taxes	5,650,000	2,646,968	3,003,032	46.85%
Other General	15,696,461	7,184,027	8,512,434	45.77%
TOTAL GENERAL	64,743,017	46,297,490	18,445,527	71.51%
OTHER FUNDS:				
Employee Insurance	3,905,000	2,372,249	1,532,751	60.75%
Vehicle Replacement	35,828	12,974	22,854	0.00%
Fed Seized Property	111,629	32,457	79,172	29.08%
State Controlled Substance	34,974	1,756	33,218	5.02%
School Capital Fund	2,467,607	707,129	1,760,478	28.66%
Transportation Fund	1,369,634	822,066	547,568	60.02%
Scrap Tire Disposal	135,000	90,529	44,471	67.06%
Emergency Telephone	359,451	209,680	149,771	58.33%
Revaluation Fund	54,384	0	54,384	0.00%
Automation-Preservation Fnd	144,000	14,954	129,046	10.38%
MSW Landfill-Debt Service	0	20	-20	
Capital Improve Fund	5,263,131	540,906	4,722,225	10.28%
Solid Waste Management	3,429,489	2,146,892	1,282,597	62.60%
Trust and Agency Fund:				
Smart Start Program	101,723	48,075	53,648	47.26%
Fire Districts	1,336,101	1,166,949	169,152	87.34%
TOTAL OTHER FUNDS	18,747,951	8,166,636	10,581,315	43.56%
GRAND TOTAL	83,490,968	54,464,126	29,026,842	65.23%

Project Based Revenues:	BUDGET	TO DATE	REMAINING	% REC
SCHOOL CONSTRUCTION FUND	72,623,867	72,623,867	0	100.00%
CAPITAL PROJECTS FUND	36,055,617	28,750,741	7,304,876	79.74%
CDBG RELATED PROJECTS	3,588,688	2,793,001	795,687	77.83%
Total Project Based	112,268,172	104,167,609	8,100,563	

* **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
SCHOOL CONSTRUCTION FUND	72,623,867	72,623,867	0	0
CAPITAL PROJECTS FUND	36,055,617	27,271,716	125,401	8,658,500
CDBG RELATED PROJECTS	3,588,688	2,793,001	0	795,687
Total Project Based	112,268,172	102,688,584	125,401	9,454,187

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

LENOIR COUNTY
FINANCIAL PERFORMANCE SUMMARY - 2012-13
FEBRUARY 28, 2013

EXPENDITURES

66.67%

DESCRIPTION	BUDGET FOR YEAR	EXPENDITURES TO DATE	ENCUMBRANCE	UNENCUMBERED BALANCE	% EXPEND/ENCUMBR
GENERAL FUND:					
Governing Body	227,557	155,163	0	72,394	68.2%
County Manager	272,984	177,466	0	95,518	65.0%
Finance	198,801	129,716	0	69,085	65.2%
Human Resources	231,611	131,046	0	100,565	56.6%
Tax Office	810,610	514,546	3,603	292,461	63.9%
Legal	62,500	15,000		47,500	24.0%
Court Facility	595,887	234,963	62,609	298,315	49.9%
Elections	364,419	307,267	3,515	53,637	85.3%
Register of Deeds	289,960	185,784	16,086	88,090	69.6%
Non-Departmental	1,147,705	945,666		202,039	82.4%
Process Funds	1,072,981	558,486	500	513,995	52.1%
Outside Agencies	129,500	67,271		62,229	51.9%
Management Info Systems	934,842	665,796	44,280	224,766	76.0%
Public Buildings	592,187	294,095	20,380	277,712	53.1%
Sheriff	4,570,019	2,881,015	83,733	1,605,271	64.9%
Sheriff - Civil Process	35,525	112	0	35,413	0.3%
Central Communications	1,243,640	834,153	16,169	393,318	68.4%
Jail	4,075,575	2,449,332	503,282	1,122,961	72.4%
Emergency Management	384,474	261,151	12,370	110,953	71.1%
Emergency Medical Services	3,766,532	2,472,206	148,123	1,146,203	69.6%
Non-Emergency Services	349,213	201,450	16,554	131,209	62.4%
Fire Protection	48,340	32,226		16,114	66.7%
Inspections	215,631	139,218	652	75,761	64.9%
Medical Examiner	40,000	23,120		16,880	57.8%
Economic Development	319,014	158,117	2,266	158,631	50.3%
Veterans Service Office	33,241	14,098	476	18,667	43.8%
Cooperative Extension	391,949	231,457	6,437	154,055	60.7%
JCPC - Parenting Matters	35,194	20,659		14,535	58.7%
Cooperative Ext-Grants	122,374	31,267	1,414	89,693	0.0%
Soil Conservation	121,047	75,268		45,779	62.2%
Health Department	3,842,380	2,221,238	118,524	1,502,618	60.9%
BioTerrorism - Health	48,808	26,716	0	22,092	54.7%
M. Health Department	245,715	163,810		81,905	66.7%
CJPP - Day Reporting Center	0			0	0.0%
Public Assistance (DSS)	13,537,958	8,089,477	224,477	5,224,004	61.4%
Education	9,900,000	6,600,000		3,300,000	66.7%
Community College	2,235,000	1,490,000		745,000	66.7%
Cultural	751,579	501,053		250,526	66.7%
Recreation	799,000	466,083		332,917	58.3%
Debt Service	8,215,513	8,215,513		0	100.0%
Transfer to Other Funds	2,454,599			2,454,599	0.0%
Contingency	29,153	0		29,153	0.0%
TOTAL GENERAL	64,743,017	41,981,004	1,285,450	21,476,563	66.8%
OTHER FUNDS:					
Employee Insurance Fund	3,905,000	2,300,817		1,604,183	58.9%
Vehicle Replacement Fund	35,828		22,854	12,974	0.0%
Fed Seized Property Fund	111,629	34,163	29,386	48,080	56.9%
State Controlled Substance Fund	34,974	10,974	4,000	20,000	42.8%
School Capital Fund	2,467,607	2,217,704		249,903	89.9%
Transportation Fund	1,369,634	776,494	62,542	530,598	61.3%
Scrap Tire Disposal Fund	135,000	74,314		60,686	55.0%
Emergency Telephone Fund	359,451	187,601	88,494	83,356	76.8%
Revaluation Fund	54,384	32,639		21,745	60.0%
Automation-Preservation Fund	144,000	110,251	8,603	25,146	82.5%
MSW Landfill-Debt Service	0			0	
Capital Improvements Fund	5,263,131	3,356,560	2,450	1,904,121	63.8%
Solid Waste Management	3,429,489	1,673,999	65,060	1,690,430	50.7%
Trust & Agency Fund					
Family & Caregiver-Smart Start	101,723	56,144	0	45,579	55.2%
Fire Districts	1,336,101	1,118,212	0	217,889	83.7%
TOTAL OTHER FUNDS	18,747,951	11,949,872	283,389	6,514,690	65.3%
GRAND TOTAL	83,490,968	53,930,876	1,568,839	27,991,253	66.5%

MINUTES

LENOIR COUNTY BOARD OF COMMISSIONERS

March 4, 2013

The Lenoir County Board of Commissioners met in open session at 9:00 a.m. on Monday, March 4, 2013 in the Board of Commissioners Main Meeting Room in the Lenoir County Courthouse at 130 S. Queen St., Kinston, NC.

Members Present: Chairman Reuben Davis, Vice-Chairman Jackie Brown, and Commissioners, Mac Daughety, Linda Rouse-Sutton, Craig Hill, Roland Best and Eric Rouse.

Members Absent: None

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

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

PUBLIC INFORMATION

Ms. Brown read the Resolution Honoring Marguerite G. Whitfield to the Board. Ms. Brown stated the Lenoir County Board of Commissioners wishes to honor the life and service of Marguerite G. Whitfield who passed away on Sunday, January 13, 2013. Ms. Whitfield graduated from Deep Run High School (now South Lenoir) and attended Barton College (formerly known as Atlantic Christian College) upon the encouragement and support of her mentors (Randy and Cora Lee Munn), where she received a business certificate. She served as a member of the Lenoir County Board of County Commissioners for 12 years and also served in top leadership positions at the local, State, and national level of the North Carolina Extension Homemakers. She was a Guardian Ad Litem volunteer, a member of the Kinston Chamber of Commerce, an active member of the Episcopal Church at Holy Innocents Church (at the Diocesan level), a member of the Lenoir County Mental Health Board and served on the Lenoir County Arts Council's Board. She was a graduate of the Leadership North Carolina Program, and was a member of the N. C. Women's Leadership Forum. She was appointed by Governor James B. Hunt to the North Carolina Social Services Commission. She received the Legacy Award from the Boys & Girls Club of Lenoir County. The Lenoir County Board of Commissioners recognizes Marguerite G. Whitfield for her dedicated services she so freely gave to the citizens of Lenoir County. Ms. Brown presented the resolution to Marguerite Whitfield's children, Melrose Whitfield Fisher and Isaac Ward Whitfield Sr. Ms. Fisher expressed her gratitude to the Board for honoring her mother. Ms. Sutton expressed her appreciation and stated if it were not for Ms. Whitfield and her guidance, she would not be where she is now.

Upon a motion by Ms. Brown and a second by Ms. Sutton, the Board unanimously approved the Resolution Honoring Marguerite G. Whitfield. The Board recessed at 9:15 a.m. to speak with Marguerite Whitfield's family. The Board meeting reconvened at 9:23 a.m.

Mr. Johnny Metcalfe, P.E., NCDOT District Engineer, discussed the Hwy 70 Update with the Board. Mr. Metcalfe stated the first phase is to move traffic onto the west bound lane (outside lane). At that time, traffic will shift in another direction headed towards Hwy 70 West. There will be a traffic light placed near Affordable Care, which will allow traffic to get back and forth to and from the Industrial Parks as well as other businesses. Highway 70 East will be open to traffic during the first phase. Mr. William C. Kincannon, P.E., NCDOT Resident Engineer, stated all west bound traffic will be placed on the inside east bound lane, in an effort to perform the tie ends on both sides of the traffic for the new construction that will take place on Highway 70. Mr. Kincannon stated initially all the traffic will flow on the eastbound lane for at least 8-10 days. There will be signs and arrows that will show the drivers which way to go. Mr. Metcalfe stated the traffic may be congested during this process. Mr. Metcalfe stated the second phase will move traffic on to the east bound lane (inside lane). Mr. Metcalfe stated the third phase will allow construction to take place on the east bound lane. Mr. Metcalfe cautioned everyone to take heed of the barrels and cones when driving. Once the east bound lane is complete, they will begin construction on the west bound lane as well. Mr. Daughety inquired how long will the process take? Mr. Kincannon stated the new construction will be paved on March 16, 2013, which will take about a week or two weeks to complete. Once the paving is complete, on April 1, 2013, the first phase will take place which will shift traffic onto the west bound lane. Each phase is scheduled to take at least 10 days to complete, if the weather permits. There are four phases and each phase may take up to two weeks. Mr. Daughety inquired if the construction will be complete by Memorial Day? Mr. Kincannon stated the construction is scheduled to be complete by Memorial Day. Mr. Metcalfe stated on April 6, 2006, he gave a Moving Goods and People Power Point presentation to the Global Transpark Foundation. Mr. Metcalfe stated Division 2 Projects (Havelock Bypass, NC Widening in Lenoir County, Kinston Bypass, Harvey Parkway, Gallant's Channel, and Rouse Road Extension) were presented to the Global Transpark Foundation. Mr. Metcalfe stated the NC Highway 11 Widening in Lenoir County and Rouse Road Extension is complete. The Harvey Parkway Project is almost complete. The Havelock Bypass and Kinston Bypass are underway. Mr. Metcalfe stated Division 3 Projects (NC Pink Hill Bypass in Duplin County) was presented to the foundation as well. Mr. Metcalfe stated the projects that were presented to the foundation are underway and some of them are complete. Mr. Griffin inquired will there be signs during the transition directing traffic to local businesses? Mr. Kincannon stated there will be signs directing traffic to local businesses.

Susan Moore, Department of Social Services Director, discussed the Lenoir County Department of Services Annual Report for FY: 2011-2012 with the Board. Ms. Moore stated they are one of the largest agencies in Lenoir County Government. Ms. Moore stated Lenoir County Department of Social Services is a county operated, state supervised, public, non-profit service delivery organization funded by federal, state, and county revenues. The agency's purpose is to provide economic assistance, child support enforcement, and professional social work services to individuals and families living in Lenoir County, and to deliver a large number of specialized and complex programs designed to assist the county in coping with a variety of social and economic conditions.

Ms. Moore stated only 4% of their expenditures are funded by the County. Ms. Moore stated their total expenditures for the year are \$140,415,524. Only a portion of the expenditures and revenue for Social Services flow to and through the Lenoir County Finance Office and are, therefore included in the Local Budget Ordinance. The Department of Social Services' expenditures are \$13,813,354 and the revenues are \$9,714,636. The total cost of expenditures the County contributes is \$4,098,718. Ms. Moore stated the Food and Nutrition Services (formerly Food Stamps) program is designed to promote the general welfare and to safeguard the health and well-being of Lenoir County citizens by raising the level of nutrition among low income households. The Lenoir County Food and Nutrition Services unit achieved this by; taking 7,096 applications for assistance, providing benefits to 6,941 Lenoir County households and 14,637 Lenoir County citizens and issuing \$22,468,992 in benefits to the citizens of Lenoir County. Ms. Moore stated the agency investigated suspected "Welfare Fraud" and ensured collection of overpayments of grants which was a total of \$116,949.10. Ms. Moore stated the Crisis Intervention Program (CIP) is a Federally-funded program that provides assistance to low income households that are in a heating or cooling related emergency. The goal of the CIP program is to help families stay warm in the winter and cool in the summer. By doing so, this reduces the risk of health and safety problems such as illness, fire or eviction. Ms. Moore stated the Low Income Energy Assistance Program (LIEAP) is a Federally-funded program that provides for a one-time cash payment to vendors to help eligible families pay their heating bills. Energy Assistance is important to all that receive it, but more so if someone in your home is elderly, disabled or a young child under 6 years of age. These persons are especially at risk for life threatening illnesses or death if their home is too cold in the winter or too hot in the summer. Medicaid is a health insurance program for low income individuals and families who cannot afford healthcare costs. Ms. Moore stated Medicaid serves low income parents, children, seniors, and people with disabilities. In Fiscal Year 2011-2012, \$99,646,631.05 in medical benefits was issued on behalf of 15,393 Lenoir County citizens. Ms. Moore stated State/County Special Assistance for Adults (SA) provides a cash supplement to help low income individuals residing in adult care homes (such as rest homes) pay for their care. In Fiscal Year 2011-2012, \$1,667,621.18 in cash supplements was issued which assisted 258 citizens. Ms. Moore stated the purchase of Transportation Services enables individuals to have access to various medical and health related resources. Transportation Services are provided to the elderly, disabled, children, and pregnant women through Medicaid. In Fiscal Year 2011-2012, \$578,073.36 in Medicaid Transportation payments were issued to Lenoir County Businesses. Ms. Moore stated the Work First Family Program is devised to aid recipients of Work First Family Assistance in becoming self-sufficient and not dependent on individuals to achieve personal responsibility through acquiring permanent employment. Ms. Moore stated the Child Daycare Services Program provides subsidized services to employed parents, parents involved in educational activities, children in the custody of the Lenoir County Department of Social Services and children with special needs. Ms. Moore stated General Assistance is a program funded by 100% of County funds for the purpose of helping with prescription medication and in some instances with emergency food and shelter needs. Ms. Moore stated Child Support Service establishes and enforces support obligations for parents who are absent from the home. Ms. Moore stated Child Protective Services includes assessing reports of neglected and/or abused children under the age of 18, treatment services designed to remove conditions which put the children at risk, and services to facilitate the removal of children in harmful situations.

Ms. Moore stated they also provide Adult Protective Services which include investigations of alleged abuse, neglect and exploitation of individuals 18 years of age or older. They provide Adult Day Care, Adult Care Home Case Management, In Home Services, and Guardianship Services as well. Ms. Moore stated the Lenoir County Department of Social Services programs have funneled over \$202 million into the local economy. Their programs help support jobs and economic activity in Lenoir County. Money used for economic assistance programs have a “multiplier effect” which occurs because the benefit dollars paid to service providers are then re-spent as wages, or salaries to their employees, rent for their buildings, utility payments, vehicle purchases and other business or personal expenses here in Lenoir County. Many of the employees of the service providers then re-spend the money for their own household or personal expenses. Economic assistance dollars cycle throughout the economy, thereby improving everyone’s financial status.

Ms. Brown read the Social Work Month 2013 Proclamation to the Board. Ms. Brown stated the Social Work profession creates pathways to full participation in society; the primary mission of Social Work is to enhance human well-being and help meet the basic needs of all people, especially the most vulnerable. For over 100 years Social Workers have helped America’s leaders weave the nation’s social safety net. Everyday Social Workers address the emotional, psychological, economic, and/or physical needs of millions of people. Social Workers help clients use their strengths, resilience, and self-advocacy to navigate life challenges. Social Workers help people function better in their environments, improve their relationships with others, and solve personal and family problems through a wide range of psychosocial services. Social Workers assist individuals and families in every stage of life, from all communities. Social Workers advocate for fairness and access to resources that benefit the most people. Social Work is currently one of the fastest growing professions in the United States. Social Workers are employed in many different organizations and industries, including private and public agencies, hospices and hospitals, schools and universities, businesses and foundations, military branches and veterans’ centers, as well as national and local public elected offices. Social Workers celebrate the courage, strength, and determination of the human spirit, and work to empower others to hope, dream and believe in their own potential. Ms. Brown stated in recognition that our nation would be less successful without the contributions of America's 650,000 social workers. Ms. Brown stated the Lenoir County Board of Commissioners, proclaim the month of March 2013 as Professional Social Work Month and call upon all citizens to join with the National Association of Social Workers and Lenoir County Department of Social Services in celebration and support of the Social Work profession. Upon a motion by Ms. Sutton and a second by Mr. Best, Social Work Month 2013 Proclamation was unanimously approved.

ITEMS FROM THE CHAIRMAN/COMMISSIONERS

Mr. Daughety presented the Quad East Timeline to the Board. Mr. Daughety stated he met with Mayor Thomas of Greenville, N.C., and Neil Lassiter, North Carolina Department of Transportation Division Engineer to discuss obtaining an interstate route for Eastern North Carolina which includes; Highway 264, Highway 70 and a potential interstate loop.

The discussion evolved into potentially creating a regional collaboration between Wilson, Goldsboro, Kinston, Greenville and their respective counties. The dialogue about the interstate loop led to possibly forming a regional partnership which could provide a dynamic economic development resource. Mr. Daughety stated Mayor Thomas coined the regional collaboration as Quad East. It was agreed that the interstate loop could accommodate the surrounding counties greatly with transportation and economic development.

Mr. Best stated he attended with the East Carolina Workforce Development Board Meeting in New Bern, North Carolina. Mr. Best stated Lenoir County was recognized for employing over 10,000 people.

ITEMS FROM THE COUNTY MANAGER

Mr. Jarman reminded the Board about the Kinston Elks Lodge Award Dinner that will be held on March 27, 2013 at 7:00 p.m.

Mr. Jarman stated the North Carolina Association of County Commissioners will have a district meeting on April 24, 2013 in Greenville, North Carolina.

Mr. Jarman stated the County Commissioners and former Commissioners have been invited to attend a tour of the Lenoir County Jail on March 8, 2013 at 1:00 p.m. Mr. Jarman stated there will be a public open house for the Lenoir County Jail on March 9, 2013 from 9:00a.m-4:00p.m.. The public is welcome to take a tour of the new jail facility. There will be a public open house for the Lenoir County Jail on March 10, 2013 from 1:00 p.m-5:00 p.m.

Mr. Jarman reminded the Board about the joint meeting with Kinston City Council which will be held on March 7, 2013 in the Tax Administration Building at 5:00 p.m.

Mr. Jarman stated the next budget meeting will be held at 2:00 p.m. prior to the regular 4:00 pm Commissioners meeting on March 18, 2013 at the Tax Administration Building.

CONSENT AGENDA: 10Min.

ACTION

- | | |
|--|----------------|
| 3. Approval of Minutes: Regular Board Meeting: -February 18, 2013 | Roberts/Jarman |
| 4. Resolution Approving the Releases and Refunds | Parrish |
| 5. Budget Ordinance Amendment: Finance/Sheriff's Department: \$251: Increase | Martin |
| 6. Budget Ordinance Amendment: General Fund: Health: (Adult Health-BCCCP)
Increase: \$2,199 | Huff |

Upon a motion by Ms. Brown and a second by Ms. Sutton, the consent agenda was unanimously approved.

BUDGET ORDINANCES/RESOLUTIONS

Item No. 7 was a Resolution Honoring Wayne Brock. Ms. Sutton read the Resolution Honoring Wayne Brock to the Board. Mr. Brock is recognized for his outstanding leadership and dedication to the Boys Scouts of America. He began his professional scouting career in 1972 as a District Executive in New Bern, North Carolina, and then served on the staff in Knoxville, Tennessee. He also served as Scout Executive in Athens, Georgia; Scout Executive in Orlando, Florida; Regional Director of the Southern Region; and as Assistant Chief Scout Executive. He is a recipient of the Distinguished Eagle Scout Award, Order of the Arrow Distinguished Service Award, and received his Bachelor of Music Education degree from East Carolina University. Mr. Brock serves as the 12th Chief Scout Executive of the Boy Scouts of America, headquartered in Irving, Texas. His task is to work alongside his volunteer counterpart the National President to lead 1,100 National Council employees, 5,800 local council employees, and almost 1.2 million adult volunteers who serve more than 2.6 million youth across the nation. The Lenoir County Board of Commissioners recognizes Wayne Brock for his dedicated services he so freely gives to the Boys Scouts of America this 4th day of March 2013. Upon a motion by Mr. Rouse and a second by Ms. Sutton, Item No.7 was unanimously approved.

Item No. 8 was a Resolution Approving Lenoir County Voluntary Agricultural District Program. Ms. Eve Honeycutt, Livestock Agent, stated Agriculture is an important component of the fabric of life in Lenoir County. The purpose of this ordinance is to promote agricultural values and the general welfare of the county and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture; and increase protection from non-farm development and other negative impacts on properly managed farms. Recommendation Two (2) of the approved Lenoir County Voluntary Farm and Forest Preservation Plan is to Develop and Adopt a Voluntary Agricultural District Program. Eighty-eight percent of the Lenoir County farmers interviewed were unaware of such an ordinance, and 100 % indicated that they would enroll in the program if it were available. Mr. Griffin expressed thanks to Tammy Kelly, Eve Honeycutt, Stephen Woodson, and Albert Robinson for the detailed information that was provided regarding the Voluntary Agriculture District Program. The way the ordinance is structured, the farmer may apply to be a part of the Voluntary Agriculture District Program. If the application is accepted, the farmer will notify the community with signage that he or she is a part of the Voluntary Agriculture District Program. Tax Administration will be notified and they will notify the public as well. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 8 was unanimously approved.

Item No. 9 was a Resolution Approving Purchase Order Execution for Actuarial Valuation of Health Care Plan of Lenoir County: Cavanaugh Macdonald Consulting, LLC: \$5,500. Ms. Martha Martin, Finance Director, stated in 2004 the Government Accounting Standards Board (GASB) issued Statements 43 and 45 regarding the accounting and reporting requirements for "Other Post-Employment Benefits" (OPEB). These two statements created issues that management must address beyond the basics of accounting and reporting. Statement 43 established accounting and reporting standards for post-employment benefit plans established as "irrevocable trusts". Statement 45 established the accounting and reporting requirements for an employer's expenses and liabilities related to their post-employment benefit plan regardless of how it is funded.

Statement 45 requires the calculation of actuarial liabilities for benefits related to past service and assess to what extent those benefits have been funded. It will provide information for the assessment of future cash needs to fund OPEB Plans. Other post-employment benefits are defined as those benefits paid at retirement, that are not offered through a pension plan and post-employment healthcare regardless of how long it is provided. OPEB can include such items as life insurance, disability insurance, and long-term care insurance for retirees and their dependents. Post-employment healthcare; however, is always classified as a post-employment benefit regardless of whether or not it is included in a pension plan. Statement 45 affects every local government unit that offers post-employment benefits. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 9 was unanimously approved.

Item No. 10 was a Budget Ordinance Amendment: General Fund: Board of Elections: \$7,828: Increase. Ms. Dana King, Board of Elections Director, stated the budget amendment was to appropriate funds received by check on February 15, 2013 by the board of Elections from the Department of Administration in the amount of \$7,828.01. Ms. King stated these funds are for the 2013 HAVA (Help America vote Act) Grant which is paid to assist the County with the One-Stop Voting Sites. Upon a motion by Ms. Sutton and a second by Mr. Daughety, Item No. 10 was unanimously approved.

Item No. 11 was a Budget Ordinance Amendment: Solid Waste Fund: Finance/Landfill: \$8,364: Increase. Ms. Martha Martin, Finance Director, stated the budget amendment was to appropriate insurance proceeds received on February 15, 2013 in the amount of \$8,363.75 from Argonaut Great Central Insurance Company. This is for damages done to a truck from the landfill that struck a light pole in the Wal-Mart parking lot on December 27, 2012. These funds will be used to assist in paying for the repairs to the 2007 Sterling Truck. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 11 was unanimously approved.

Item No. 12 was a Budget Ordinance Amendment: General Fund: Health (Immunization Program State) Decrease (\$9,408). Mr. Joey Huff, Health Department Director, stated the budget amendment was to appropriate State funding which was reduced from the Immunization branch in an effort to comply with the limitations from the federal grantor. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 12 was unanimously approved.

Item No. 13 was a Budget Ordinance Amendment: General Fund: Non-Departmental: \$51,588: Increase. Ms. Martha Martin, Finance Director, stated the budget amendment was to budget a refund from our insurance carrier (W.A. Moore) received on February 13, 2013 in the amount of \$51,588. Ms. Martin stated whenever the regular property renewal was received; the cost was significantly higher than last year. W.A Moore advised County Administration to allow them to shop other carriers for a lesser cost, and the new carrier did in fact give a better price on the existing buildings and the new jail. Mr. Rouse inquired if the amount of par has changed? Ms. Martin state the amount was a lot higher, than before. Upon a motion by Ms. Sutton and a second by Mr. Daughety, Item No. 13 was unanimously approved.

Item No. 14 was a Resolution Authorizing the Four (4) year Lease of 162 Desktop Computers and 3 year lease of 31 tablets from Dell Computer Corp, Inc. Not to Exceed \$67,200 per year. Mr. Joey Bryan, MIS Director, stated on April 21, 2008 the Lenoir County Commissioners approved a four year Technology Refresh Program that allowed Lenoir County to lease its desktop units. It has been very effective in keeping desktop pc's operating in an ever-changing changing environment that is Information Technology (IT). This also allows us to have all of the operating costs covered under warranty for the entire four years. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 14 was unanimously approved.

APPOINTMENTS

Item No. 15 was a Resolution Approving Citizens to Boards, Commissions, Etc. Mr. Hill recommended that Barry Seay be added as a first appearance on the Boards and Commissions list. Upon a motion by Mr. Hill and a second by Mr. Sutton, with unanimous approval the Board added Barry Seay as a first appearance on the Boards and Commissions list. Upon a motion by Ms. Brown and a second by Sutton, Item No. 15 was unanimously approved.

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
Lenoir County Transportation Committee (One Vacancy)	Leigh McNairy 1 st Appearance Michelle A. Nix 1 st Appearance Barry Seay 1 st Appearance	February 2016

CLOSED SESSION

Upon a motion by Ms. Brown and a second by Ms. Sutton, and unanimous approval, closed session was entered at approximately 10:55 a.m. and the following cited: Number six (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance, by or against an individual public appointment of a member of the public officer or employee. The Closed Session will not include discussion of the appointment of a member of the public body, or a vacancy on the public body, and any final action on appointment, discharge or removal by the public body will be made in open session. Upon a motion by Mr. Hill and a second by Ms. Sutton, the Board moved out of closed session at approximately 11:35 a.m.

OPEN SESSION

Mr. Davis stated during closed session the Board discussed a personnel matter.

Mr. Davis adjourned the meeting at 11:39 a.m.

Respectfully submitted,

Clevette F. Roberts
Interim Clerk to the Board

Reviewed By,

Michael W. Jarman
County Manager

BUDGET ORDINANCE AMENDMENT: FINANCE/SHERIFF'S DEPARTMENT: \$589. INCREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2012 - 2013
 Appropriations

Budget Amendment # _____
 Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL FUND		FINANCE/SHERIFF DEPARTMENT		10-3842-8500 INSURANCE - MISCELLANEOUS 10-4310-3530 VEHICLES REPAIR/MAINTENANCE	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>		
REVENUES			EXPENDITURES		
Account # and Title		Amount	Account # and Title		Amount
<u>INCREASE</u>			<u>INCREASE</u>		
10-3842-8500	INSURANCE-MISCELLANEOUS	589.00	10-4310-3530	VEHICLES REPAIR/MAINTENANCE	589.00
Total		589.00	Total		589.00

Reason and Justification for Request:
 TO BUDGET INSURANCE PROCEEDS RECEIVED FROM ARGONAUT GREAT CENTRAL INSURANCE COMPANY ON 02/26/2013 IN THE AMOUNT OF \$588.85. THIS IS PAYMENT FOR DAMAGES RECEIVED TO A SHERIFF'S VEHICLE ON JANUARY 25, 2013, AS A RESULT OF AN ACCIDENT WHENEVER A DEPUTY'S CAR SLID ON AN ICY BRIDGE AND HIT THE GUARD RAIL. THIS CHECK IS FOR THE AMOUNT OF ESTIMATED CHARGES TO REPAIR LESS THE COUNTY'S \$1,000. DEDUCTIBLE.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	<i>2/27/2013</i>	<i>Martha H. Martin</i>	<i>2/27/2013</i>
Budget Officer Approval	Date		
<i>Michael J. Jarman</i>	<i>2/28/13</i>		
Board Approval (When Applicable)	Date	Date of Minutes	

Item No. 5

BUDGET ORDINANCE AMENDMENT: EMERGENCY MEDICAL SERVICES: \$2,266.: INCREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2012 - 2013
 Appropriations

Budget Amendment # _____
 Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL FUND		EMERGENCY MEDICAL SERVICES		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> REVENUES			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> EXPENDITURES		
Account # and Title		Amount	Account # and Title		Amount
<u>INCREASE</u>			<u>INCREASE</u>		
10-3842-8500	INSURANCE-MISCELLANEOUS	2,266.00	10-4332-5999	CAPITAL ITEMS < \$5,000	2,266.00
Total		2,266.00	Total		2,266.00

Reason and Justification for Request:
 BUDGET AMENDMENT TO APPROPRIATE FUNDS RECEIVED FROM VFIS INSURANCE ON 2/26/2013 IN THE AMOUNT OF \$2,265.64. THIS IS TO REIMBURSE THE COUNTY (LESS \$500 DEDUCTIBLE) FOR A RADIO THAT WAS DAMAGED DURING AN EMS CALL ON NOVEMBER 25, 2012.

Department Head Approval <i>[Signature]</i>	Date 2-28-13	Finance Officer Approval <i>Martha H. Martin</i>	Date 3/5/2013
Budget Officer Approval <i>Michael W. Jarman</i>	Date 3/11/13		
Board Approval (When Applicable)	Date	Date of Minutes	

PROCLAMATION

Whereas: Individuals with intellectual and developmental disabilities, their families, friends, neighbors and co-workers, encourage everyone to focus on the abilities of all people; and

Whereas: The most effective way to increase this awareness is through everyone's active participation in community activities and the openness to learn and acknowledge each individual's contribution; and

Whereas: Opportunities for citizens with intellectual and developmental disabilities to function as independently and productively as possible must be fostered in our community; and

Whereas: We encourage all citizens to support opportunities for individuals with intellectual and developmental disabilities in our community that include full access to education, housing, employment, recreational, and worship activities; and

NOW, THEREFORE, the Eastpointe Board of Directors, does hereby proclaim March 2013 as

"Intellectual and Developmental Disabilities

Awareness Month"

and recognizes that people with intellectual and developmental disabilities are "*just like you.*" Take the time to get to know someone with a disability and what he or she has to offer.

This the 22nd day of February, 2013.


Eastpointe Chair ~~Chair~~ Vice Chair

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 3/18/13 **ITEM NO.:** 7

RESOLUTION: Declaring Property as Surplus and Authorizing the Sale of the Surplus Property by Auction.

SUBJECT AREA: Administrative

ACTION REQUESTED: The Board is requested to declare property as surplus and authorize the sale of the surplus property by auction.

HISTORY/BACKGROUND: The County has a small inventory of various vehicles that have outlived their useful life. These vehicles are no longer of use to any County Department and there are no plans to put them back into service.

EVALUATION: In accordance with procedures set forth in G.S. 153A-176, The County Manager's Office is requesting the approval of the Board to sell the following vehicles by auction on GovDeals.com within the next 90 days. Proceeds resulting from the sale, less expenses, will be appropriated to the Transportation Fund.

	<u>Vehicle</u>	<u>Serial Numbers</u>	<u>Mileage</u>
1.	2004 FORD	1FDXE45S44HA08137	294,413
2.	2003 FORD	1FDXE45S03HA74506	291,289
3.	2004 FORD	1FDXE45S94HA08134	234,658

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that property listed in this resolution be declared as surplus and authorize the County Manager to sell the property at auction on GovDeals.com.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

Yea Votes: Davis ___ Brown ___ Best ___ Daughety ___ Hill ___
Rouse ___ Sutton ___

Reuben J. Davis, Chairman

Date

Attest

Date

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 3/18/13 **ITEM NO.:** 8

RESOLUTION: Approving Purchase of Fencing and Fence Gate: Baker Fence Co.: \$3,480

SUBJECT AREA: Purchases/Bids

ACTION REQUESTED: The Board is requested to authorize the Sheriff to execute a purchase order with Baker Fence Company, for the purchase of fencing and a fencing gate for the evidence room in the new jail.

HISTORY / BACKGROUND: The new jail contains an evidence room which provides the Sheriff's Office with space to hold all of the evidence it currently has in its custody, as well as future evidence space needs. The new room is equipped with mobile shelving used to optimize storage space as well as pass through lockers for temporary evidence storage. A wire mesh wall using a fencing product must be used to wrap around the lockers to create a barrier to the interior of the evidence room. The fencing will essentially create an "anti-room" with a wire ceiling, so that officers can enter the room, place evidence in the pass through lockers, secure the locker, and then leave the evidence room without having the ability to enter the evidence storage portion of the room. This provides for a secure environment for evidence, which is essential for judicial purposes.

EVALUATION: The Sheriff has received a quote from Baker Fence Co., to provide the fence and a fence gate in the evidence room. The quote to provide and install these products is \$3,480. The Sheriff intends to use federal asset forfeiture funds to facilitate this purchase.

The Sheriff respectfully requests that he be permitted to execute a purchase order with Baker Fence Company, to purchase the fence and fence gate.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the Sheriff is permitted to execute a purchase order with Baker Fence Company, for the purchase and installation of fencing and a fence gate in the evidence room.

Baker Fence Company----- \$ 3,480

Funding Account #: 15-4316-2900 \$ 3,480

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Rouse _____ Sutton _____ Brown _____ Davis _____
 Hill _____ Best _____ Daughety _____

Reuben Davis, Chairman

Date

ATTEST

Date

Item No. 9

BUDGET ORDINANCE AMENDMENT: CAPITAL PROJECTS FUND
 JAIL EXPANSION PROJECT: \$19,386. INCREASE



LENOIR COUNTY, NORTH CAROLINA
 BUDGET AMENDMENT REQUEST

FY 2012 - 2013
 Appropriations

Budget Amendment # _____
 Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
CAPITAL PROJECTS		JAIL EXPANSION PROJECT		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> REVENUES			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> EXPENDITURES		
Account # and Title		Amount	Account # and Title		Amount
<u>INCREASE</u>			<u>INCREASE</u>		
43-3842-8500	INSURANCE - MISCELLANEOUS	19,386.00	43-8120-5850	CONSTRUCTION	19,386.00
Total		19,386.00	Total		19,386.00

Reason and Justification for Request:
 BUDGET AMENDMENT TO BUDGET FUNDS RECEIVED FROM EMC INSURNACE COMPANIES ON 2/26/2013 IN THE AMOUNT OF \$19,385.55. THIS IS AN INSURANCE PAYMENT FROM EAST COAST RESTORATION & WATERPROOFING , A SUBCONTRACTOR OF HUDSON BROTHERS. THIS IS TO REIMBURSE FOR THE COST OF REPAIRING A TRANSFER SWITCH TO A GENERATOR THAT RECEIVED RAIN DAMAGE DUE TO A WINDOW NOT BEING PROPERLY CAULKED.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	2/27/2013	<i>Martha H. Martin</i>	2/27/2013
Budget Officer Approval	Date		
<i>Michael W. [Signature]</i>	2/28/13		
Board Approval (When Applicable)	Date	Date of Minutes	

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 3/18/2013 **ITEM NO.:** 10

RESOLUTION: Approving and Adopting Amended Flood Damage Prevention Ordinance and Revised FEMA Flood Insurance Rate Maps Effective April 16, 2013

SUBJECT AREA: COMMUNITY DEVELOPMENT – Planning & Inspections

ACTION REQUESTED: The Board is requested to officially approve and adopt the revised Flood Damage Prevention Ordinance and revised N.F.I.P. Flood Insurance Rate Maps (FIRM), both to become effective on April 16, 2013 per request from FEMA.

HISTORY/BACKGROUND: The current Flood Damage Prevention Ordinance (FDPO) and current effective date of the FIRM's is July 02, 2004. FEMA updates the maps periodically to reflect new development and new detail studies of existing drainage features. Also, Lenoir County uses the state model for the FDPO and it is also revised to reflect regulation updates regarding new maps. FEMA requires that the revised maps and ordinance be adopted by April 16, 2013 for communities to continue participation in the National Flood Insurance Program. A public forum was hosted by the Lenoir County Planning Board and state representatives of the NFIP in November 2012 to inform citizens of the changes to the flood maps.

EVALUATION: There are approximately 200 active flood policies within the jurisdiction of Lenoir County, which would be affected by failure to approve and adopt the new revisions to the FIRM's and FDPO. Staff and the Planning Board recommend the approval and adoption of the revised Flood Damage Prevention Ordinance and the revised N.F.I.P. Flood Insurance Rate Maps.

Flood Damage Prevention Ordinance

Lenoir County, NC



July 2, 2004
(Draft) Amended: March 18, 2013

FLOOD DAMAGE PREVENTION ORDINANCE LENOIR COUNTY, NC

Non-Coastal Regular Phase

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FLOOD DAMAGE PREVENTION ORDINANCE

ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.

SECTION A. STATUTORY AUTHORIZATION.

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3 and 4 of Article 18 of Chapter 153A; and Article 6 of Chapter 153A of the North Carolina General Statutes, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

Therefore, the Board of Commissioners of the County of Lenoir, North Carolina, does ordain as follows:

SECTION B. FINDINGS OF FACT.

- (1) The flood hazard areas within the jurisdiction of the County of Lenoir are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

SECTION C. STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- (2) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;
- (4) control filling, grading, dredging, and other development which may increase erosion or flood damage; and,
- (5) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters

or which may increase flood hazards to other lands.

SECTION D. OBJECTIVES.

The objectives of this ordinance are:

- (1) to protect human life and health;
- (2) to minimize expenditure of public money for costly flood control projects;
- (3) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) to minimize prolonged business losses and interruptions;
- (5) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in floodplains;
- (6) to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas;
- (7) to insure that potential homebuyers are notified that property is in a Special Flood Hazard Area; and,
- (8) to insure that those who occupy the Special Flood Hazard Areas assume responsibility for their actions.

ARTICLE 2. DEFINITIONS.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

“Accessory Structure” means structures which are located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

“Addition (to an existing building)” means an extension or increase in the floor area or height of a building or structure.

“Appeal” means a request for a review of the floodplain administrator's interpretation of any provision of this ordinance.

“Area of Special Flood Hazard” see “Special Flood Hazard Area”.

“Base Flood” means the flood having a one percent chance of being equaled or exceeded in any given year.

“Base Flood Elevation (BFE)” means a determination as published in the Flood Insurance Study of the water surface elevations of the base flood.

“Basement” means, for floodplain management purposes, any area of the building having its floor subgrade (below ground level) on all sides.

“Building” see “Structure”

“Chemical Storage Facility” means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

“Community Rating System (CRS)” means a program developed by the Federal Emergency Management Agency to provide incentives for those communities in the Regular Program of the National Flood Insurance Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

“Critical Facility” means any property that, if flooded, would result in severe consequences to public health and safety. Critical facilities include but are not limited to:

- (1) Those structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic, and/or water-reactive materials;
- (2) Hospitals, nursing homes, group care facilities, and housing likely to contain occupants who may not be sufficiently mobile to avoid death or injury during a flood;
- (3) Police stations, fire stations, vehicle and equipment storage facilities, and emergency operations centers that are needed for flood response activities before, during, and after a flood; and
- (4) Public and private utility facilities that are vital to maintaining or restoring normal services to flooded areas before, during, and after a flood.

“Development” means, for floodplain management purposes, any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

“Development Activity” means above activity which will necessitate a Floodplain Development Permit.

“Disposal” defined as in NCGS 130A-290(a)(6) means the discharge, deposit, injection, dumping, spilling, leaking or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

“Elevated Building” means, for floodplain management purposes, a nonbasement building which has

its reference level raised above ground level by foundation walls, shear walls, posts, piers, pilings or columns.

“Encroachment” means the advance or infringement of uses, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

“Existing Manufactured Home Park or Manufactured Home Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of this Ordinance.

“500-Year Floodplain” means the floodplain that would be inundated by the 0.2% annual chance (500-year) flood. The 500-year floodplain is delineated on Flood Hazard Boundary Maps, Flood Insurance Rate Maps, and Flood Boundary and Floodway Maps as Zone B or Zone X (shaded).

“Flood” or “flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters; and,
- (2) the unusual and rapid accumulation of runoff of surface waters from any source.

“Flood Boundary and Floodway Map (FBFM)” means an official map of a community, issued by the Federal Emergency Management Agency, on which the Special Flood Hazard Areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the Flood Insurance Rate Map (FIRM).

“Flood Hazard Boundary Map (FHBM)” means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the Special Flood Hazard Areas have been defined as Zone A.

“Flood Insurance” means the insurance coverage provided under the National Flood Insurance Program.

“Flood Insurance Rate Map (FIRM)” means an official map of a community, on which the Federal Emergency Management Agency has delineated both the Special Flood Hazard Areas and the risk premium zones applicable to the community.

“Flood Insurance Study (FIS)” is the engineering study performed by the Federal Emergency Management Agency to identify flood hazard areas, flood insurance risk zones, and other flood data in a community. The study includes Flood Boundary and Floodway Maps (FBFMs), and/or Flood Insurance Rate Map (FIRMs).

“Floodplain” or “Flood Prone Area” means any land area susceptible to being inundated by water from any source.

“Floodplain Management” means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

“Floodplain Administrator” is the individual appointed to administer and enforce the floodplain management regulations.

“Floodplain Regulations” means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, or structures with their contents.

“Flood Prone Area” see “Floodplain”

“Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

“Flood Zone” means a geographical area shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

“Floor” see “Lowest Floor”.

“Freeboard” means a margin of safety usually expressed in feet above a flood level for purposes of floodplain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed. See also...Regulatory Flood Protection Elevation.

“Functionally Dependent Facility” means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

“Hazardous Waste Management Facility” means a facility that manages material which have been declared by the United States Environmental Protection Agency (EPA) to be toxic, corrosive, ignitable or chemically reactive.

“Highest Adjacent Grade (HAG)” means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the structure.

“Historic Structure” means any structure that is:

- (1) listed individually in the National Register of Historic Places (a listing maintained by the US Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;
- (2) certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) individually listed on a State inventory of historic places;
- (4) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified
 - (a) by an approved state program as determined by the Secretary of Interior, or
 - (b) directly by the Secretary of Interior in states without approved programs.

“Increased Cost of Compliance (ICC)” means a benefit integrated into an owner’s flood insurance coverage that will pay up to \$30,000 (as of May 2003) for expenses a property owner must incur, above and beyond the cost to repair the physical damage the structure actually sustained from a flooding event, to comply with mitigation requirements of Federal, State, or local floodplain management ordinances or laws. Acceptable mitigation measures are elevation, floodproofing, relocation, demolition, or any combination thereof.

“Junk” means old or scrapped copper, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, dismantled or wrecked automobiles or parts thereof, dismantled or broken appliances or parts thereof, including white goods, iron, steel, and other old scrap ferrous or non-ferrous materials, abandoned Manufactured Housing Units or parts thereof, abandoned stick-built houses or parts thereof, or abandoned farm machinery or parts thereof.

“Levee” means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

“Lowest Adjacent Grade (LAG)” means the elevation of the ground, sidewalk, patio slab, or deck support immediately next to the building after completion of the building. For Zone A and AO, use the natural grade elevation prior to construction.

“Lowest Floor” means, for floodplain management and flood insurance purposes, the subfloor, top of slab or grade of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

“Manufactured Home” means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

“Map Revision” means a reprinted National Flood Insurance Program map incorporating changes to floodplains, floodways, and/or flood elevations.

“Market Value” means the building value, excluding the land (as agreed to between a willing buyer and seller), as established by what the local real estate market will bear. Market value can be established by independent certified appraisal, replacement cost depreciated by age of building (Actual Cash Value) or adjusted assessed values.

“Mean Sea Level” means, for purposes of the NFIP, the National Geodetic Vertical Datum (NGVD) of as corrected in 1929, the North American Vertical Datum (NAVD) as corrected in 1988, or other vertical control datum used as a reference for establishing varying elevations within the floodplain, to which Base Flood Elevations (BFEs) shown on a FIRM are referenced. Refer to each FIRM panel to determine datum used.

“New Construction” means, for floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of the original version of this ordinance and includes any subsequent improvements to such structures.

“Nonconforming Building, Use, or Development” means any legally existing building or development which fails to comply with the provisions of the ordinance.

“Non-Encroachment Area” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the Flood Insurance Study report.

“Obstruction” includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

“Post-FIRM” means construction or other development which started on or after January 1, 1975 or on or after the effective date of the initial Flood Insurance Rate Map for the area, whichever is later.

“Pre-FIRM” means construction or other development which started before January 1, 1975 or before the effective date of the initial Flood Insurance Rate Map for the area, whichever is later.

“Public Safety” and/or “Nuisance” means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

“Recreational Vehicle (RV)” means a vehicle, which is:

- (1) built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projection;

- (3) designed to be self-propelled or permanently towable by a light duty truck; and,
- (4) designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

“Reference Floor” means typically the lowest finished floor for a new or substantially improved structure.

“Reference Level” is the portion of a structure or other development that must be compared to the regulatory flood protection elevation to determine regulatory compliance of such building. Within Special Flood Hazard Areas designated as zones AE or A, the reference level is the top of the lowest floor.

“Regulatory Flood Protection Elevation” means the elevation to which all structures and other development located within the Special Flood Hazard Areas must be elevated or floodproofed. Floodproofing is only permitted with non-residential structures. Within areas where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus two (2) feet of freeboard. In areas where no BFE has been established, all structures and other development must be elevated or floodproofed, if non-residential, to two (2) feet above the highest adjacent grade.

“Remedy a Violation” means to bring the structure or other development into compliance with State or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

“Repetitive Loss” means flood-related damages sustained by a structure on two (2) separate occasions during any 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds twenty-five percent (25%) of the market value of the structure before the damage occurred.

“Retrofitting” means measures, such as floodproofing, elevation, construction of small levees, and other modifications, taken on an existing building or its yard to protect it from flood damage.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

“Salvage Yard” means property used for the storage, collection, and/or recycling of any type of equipment whatsoever, whether industrial or non-commercial, and including but not limited to items defined as junk in this ordinance.

“Special Flood Hazard Area (SFHA)” is the land in the floodplain subject to a one (1%) percent or greater chance of being flooded in any given year as determined in Article 3, Section B of this ordinance.

“Solid Waste” means any hazardous or nonhazardous garbage, refuse or sludge from a waste treatment plant, water supply treatment plant or air pollution control facility, domestic sewage and sludges generated by the treatment thereof in sanitary sewage collection, treatment and disposal

systems, and other material that is either discarded or is being accumulated, stored or treated prior to being discarded, or has served its original intended use and is generally discarded, including solid, liquid, semisolid or contained gaseous material resulting from industrial, institutional, commercial and agricultural operations, and from community activities. The term does not include:

- (1) Fecal waste from fowls and animals other than humans.
- (2) Solid or dissolved material in:
 - (a) Domestic sewage and sludges generated by treatment thereof in sanitary sewage collection, treatment and disposal systems which are designed to discharge effluents to the surface waters.
 - (b) Irrigation return flows.
 - (c) Wastewater discharges and the sludges incidental to and generated by treatment which are point sources subject to permits granted under Section 402 of the Water Pollution Control Act, as amended (P.L. 92-500), and permits granted under G.S. 143-215.1 by the Environmental Management Commission. However, any sludges that meet the criteria for hazardous waste under RCRA shall also be a solid waste for the purposes of this Article.
- (3) Oils and other liquid hydrocarbons controlled under Article 21A of Chapter 143 of the General Statutes. However, any oils or other liquid hydrocarbons that meet the criteria for hazardous waste under RCRA shall also be a solid waste for the purposes of this Article.
- (4) Any source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended (42 U.S.C. § 2011).
- (5) Mining refuse covered by the North Carolina Mining Act, G.S. 74-46 through 74-68 and regulated by the North Carolina Mining Commission (as defined under G.S. 143B-290). However, any specific mining waste that meets the criteria for hazardous waste under RCRA shall also be a solid waste for the purposes of this Article.
- (6) Recovered material.

“Solid Waste Disposal Facility” means any facility involved in the disposal of solid waste

“Solid Waste Disposal Site” means any place at which solid wastes are disposed of by incineration, sanitary landfill or any other method.

“Start of Construction” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within one hundred eighty (180) days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement,

footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

“Substantial Damage” means damage of any origin sustained by a structure during any one year period whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred. See definition of “substantial improvement”. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds twenty percent (25%) of the market value of the structure before the damage occurred.

“Substantial improvement” means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one year period whereby the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- (1) any project of improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or,
- (2) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to Article 4 Section E of this ordinance.

“Substantially Improved Existing Manufactured Home Park or Subdivision” means where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.

“Variance” is a grant of relief to a person from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance where specific enforcement would result in unnecessary hardship.

“Violation” means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Articles 4 and 5 is presumed to be in violation until such time as that documentation is provided.

“Watercourse” means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in

which substantial flood damage may occur.

“Watershed” means the entire land area contributing surface drainage to a specific point (e.g. the water supply intake).

“Water Surface Elevation (WSE)” means the height, in relation to mean sea level, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE 3. GENERAL PROVISIONS.

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to ALL Special Flood Hazard Areas within the jurisdiction of the County of Lenoir.

SECTION B. BASIS FOR ESTABLISHING SPECIAL FLOOD HAZARD AREAS

The Special Flood Hazard Areas are those identified by the Federal Emergency Management Agency (FEMA) or produced under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its Flood Hazard Boundary Map (FHBM) or Flood Insurance Study (FIS) and its accompanying flood maps such as the Flood Insurance Rate Map(s) (FIRM) and/or the Flood Boundary Floodway Map(s) (FBFM), for the County of Lenoir dated July 2, 2004, which with accompanying supporting data, and any revision thereto, including Letters of Map Amendment or Revision, are adopted by reference and declared to be a part of this ordinance. The Special Flood Hazard Areas also include those defined through standard engineering analysis for private developments or by government agencies, but which have not yet been incorporated in the FIRM. This includes, but not limited to, detailed flood data:

- (1) generated as a requirement of Article 4, Section C(3) of this Ordinance
- (2) preliminary FIRMs where more stringent than the effective FIRM; or
- (3) post-disaster Flood Recovery Maps

SECTION C. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A Floodplain Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities within Special Flood Hazard Areas as determined in Article 3, Section B of this Ordinance.

SECTION D. COMPLIANCE.

No structure or land shall hereafter be constructed, located, extended, converted, developed, or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS.

This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Ordinance and other ordinances, easements, covenants, or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION.

In the interpretation and application of this Ordinance all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and,
- (3) Deemed neither to limit nor repeal any other powers granted under the State of North Carolina statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the County of Lenoir or by any officer or employee thereof, or FEMA, for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made hereunder.

SECTION H. PENALTIES FOR VIOLATION.

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$50.00 or imprisoned for not more than 30 days, or both, for each violation, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the County of Lenoir from taking such other lawful action as is necessary to prevent or remedy any violation.

ARTICLE 4. ADMINISTRATION.

SECTION A. DESIGNATION OF FLOODPLAIN ADMINISTRATOR.

The Director of the Lenoir County Planning and Inspections Department or his/her designee hereinafter referred to as the "Floodplain Administrator", is hereby appointed to administer and implement the provisions of this ordinance.

SECTION B. FLOODPLAIN DEVELOPMENT PERMIT AND CERTIFICATION REQUIREMENTS.

- (1) **Plans and Application Requirements.** Application for a Floodplain Development Permit shall be made to the Floodplain Administrator on forms furnished by the floodplain administrator prior to any development activities proposed to be located within flood prone areas. The following items/information shall be presented to the Floodplain Administrator to apply for a Floodplain Development Permit:
- (a) A plot plan, prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same, drawn to scale shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
 - i) the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, the location of utility systems, proposed grading/pavement areas, fill materials, storage areas, drainage facilities, and other proposed development;
 - ii) the boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Article 3, Section B of this Ordinance or a statement that the entire lot is within the Special Flood Hazard Area;
 - iii) flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 3, Section B of this Ordinance;
 - iv) the boundary of the floodway(s) or non-encroachment area(s) as determined in Article 3, Section B of this Ordinance;
 - v) the Base Flood Elevation (BFE) where provided as set forth in Article 3, Section B; Article 4, Section C (11 & 12); or Article 5, Sections B(5) and C(4) of this Ordinance
 - vi) the old and new location of any watercourse that will be altered or relocated as a result of proposed development;
 - (3) Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:
 - i) Elevation in relation to mean sea level of the proposed reference level (including basement) of all structures;
 - ii) Elevation in relation to mean sea level to which any non-residential structure will be flood-proofed;
 - iii) Elevation in relation to mean sea level to which any proposed utility systems will be elevated or floodproofed;

- (4) If floodproofing, a floodproofing certificate and back-up plans from a registered professional engineer or architect certifying that the non-residential flood-proofed development will meet the flood-proofing criteria in Article 5, Section B(2) and Section C.
 - (5) A Foundation Plan drawn to scale which shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include but are not limited to:
 - i) Proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/piers);
 - ii) Should solid foundation perimeter walls be used in floodplains, details of sufficient openings to facilitate the unimpeded movements of floodwaters in accordance with Article 5, Section B(5);
 - (6) Usage details of any enclosed space below the regulatory flood protection elevation.
 - (7) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage;
 - (8) Copy of all other Local, State and Federal permits required prior to Floodplain Development Permit issuance (i.e. Wetlands, Erosion and Sedimentation Control, Riparian Buffers, Mining, etc.)
 - (9) If Floodplain Development Permit is issued for placement of Recreational Vehicles and/or Temporary Structures, documentation to ensure Article 5, Section B(4 & 6) of this code are met.
 - (10) If a watercourse is proposed to be altered and/or relocated, a description of the extent of watercourse alteration or relocation; an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.
- (2) **Floodplain Development Permit Data Requirements.** The following information shall be provided at a minimum on the Floodplain Development Permit to ensure compliance with this code.
- (a) A description of the development to be permitted under the Floodplain Development Permit issuance.
 - (b) The Special Flood Hazard Area determination for the proposed development per available data specified in Article 3, Section B.
 - (c) The regulatory flood protection elevation required for the reference level and all attendant utilities.
 - (d) The regulatory flood protection elevation required for the protection of all public utilities.

- (e) All certification submittal requirements with timelines.
- (f) State that no fill material shall encroach into the floodway or non-encroachment area of any watercourse, if applicable.
- (g) If in an A or AE zone, specify the minimum foundation opening requirements.
- (h) State limitations of below BFE enclosure uses (if applicable). (i.e., Parking, Building Access and Limited Storage only).

(3) **Certification Requirements.**

- (a) An Elevation Certificate (FEMA Form 81-31) or Floodproofing Certificate (FEMA Form 81-65) is required prior to beginning any construction. It shall be the duty of the permit applicant to submit to the Floodplain Administrator a certification of the elevation of the proposed reference level, or floodproofed elevation, whichever is applicable in relation to mean sea level.
- (b) An Elevation Certificate (FEMA Form 81-31) or Floodproofing Certificate (FEMA Form 81-65) is required after the reference level is completed. Within twenty-one (21) calendar days of establishment of the reference level elevation, or floodproofing, by whatever construction means, whichever is applicable, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, or floodproofed elevation, whichever is applicable in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When floodproofing is utilized, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work done within the twenty-one (21) day calendar period and prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the certification or failure to make said corrections required shall be cause to issue a stop-work order for the project.
- (c) A Final As-Built Elevation Certificate (FEMA Form 81-31) or Floodproofing Certificate (FEMA Form 81-65) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation or floodproofed elevation of the reference level and all attendant utilities. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When floodproofing is utilized, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make said corrections

required shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

- (d) If a manufactured home is placed within an A or AE zone and the elevation of the chassis is above 36 inches in height, an engineered foundation certification is required per Article 5, Section B(3).
- (e) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.
- (f) Certification Exemptions. The following structures, if located within A or AE zones, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) above:
 - i) Recreational Vehicles meeting requirements of Article 5, Section B(4)(a);
 - ii) Temporary Structures meeting requirements of Article 5, Section B(6); and
 - iii) Accessory Structures less than 150 square feet meeting requirements of Article 5, Section B(7)(g).

(g) **Determinations for existing buildings and structures.** For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (i) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (ii) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (iii) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (iv) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood

resistant construction requirements of the NC Building Code and this ordinance is required.

SECTION C. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

Duties of the Floodplain Administrator shall include, but not be limited to:

- (1) Review all Floodplain Development applications and issue permits for all proposed development within flood prone areas to assure that the requirements of this Ordinance have been satisfied.
- (2) Advise permittee that additional Federal or State permits (i.e., Wetlands, Erosion and Sedimentation Control, Riparian Buffers, Mining, etc.) may be required, and if specific Federal or State permits are known, require that copies of such permits be provided and maintained on file with the Floodplain Development Permit, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (3) Notify adjacent communities and the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.
- (5) Prevent encroachments within floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of Article 5, Section D are met.
- (6) Obtain actual elevation (in relation to mean sea level) of the lowest floor of all attendant utilities of all new or substantially improved structures, in accordance with Article 4, Section B(3).
- (7) Obtain the actual elevation (in relation to mean sea level) to which the new or substantially improved structures and all utilities have been floodproofed, in accordance with Article 4, Section B(3).
- (8) Obtain the actual elevation (in relation to mean sea level) of all public utilities, in accordance with Article 4, Section B(3).
- (9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with Article 4, Section B(3).
- (10) Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Area (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

- (11) When Base Flood Elevation (BFE) data has not been provided in accordance with Article 3, Section B, obtain, review, and reasonably utilize any Base Flood Elevation (BFE) data, along with ~~or~~ floodway data and/or non-encroachment area data available from a Federal, State, or other source, including data developed pursuant to Article 5, Section C(4), in order to administer the provisions of this Ordinance.
- (12) When Base Flood Elevation (BFE) data is provided but no floodway nor non-encroachment area data has been provided in accordance with Article 3, Section B, obtain, review, and reasonably utilize any floodway data, and/or non-encroachment area data available from a Federal, State, or other source in order to administer the provisions of this Ordinance
- (13) When the exact location of boundaries of the Special Flood Hazard Areas conflict with the current, natural topography information at the site, the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. A copy of the Letter of Map Amendment issued from FEMA will be maintained by the Floodplain Administrator in the Floodplain Development Permit file.
- (14) Permanently maintain all records that pertain to the administration of this Ordinance and make these records available for public inspection
- (15) Make on-site inspections of work in progress. As the work pursuant to a Floodplain Development Permit progresses, the Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Floodplain Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.
- (16) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
- (17) Revocation of Floodplain Development Permits as required. The Floodplain Administrator may revoke and require the return of the Floodplain Development Permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any Floodplain Development Permit mistakenly issued in violation of an applicable State or local law may also be revoked.
- (18) Make periodic inspections throughout all special flood hazard areas within the jurisdiction of the community. The Floodplain Administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

- (19) Follow through with corrective procedures of **Article 4, Section D.**

SECTION D. CORRECTIVE PROCEDURES.

- (1) Violations to be Corrected: When the Floodplain Administrator finds violations of applicable State and local laws, it shall be his/her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law in the property he owns.
- (2) Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give ~~him~~ the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating
- (a) that the building or property is in violation of the Flood Damage Prevention Ordinance;
 - (b) that a hearing will be held before the Floodplain Administrator at a designated place and time, not later than 10 days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and,
 - (c) that following the hearing, the Floodplain Administrator may issue such order to alter, vacate, or demolish the building; or to remove fill as appears appropriate.
- (3) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he or she shall make an order in writing to the owner, requiring the owner to remedy the violation within a specific time period, not less than sixty 60 days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.
- (4) Appeal: Any owner who has received an order to take corrective action may appeal from the order to the Lenoir County Planning Board by giving notice of appeal in writing to the Floodplain Administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The Lenoir County Planning Board shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (5) Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been taken, or fails to comply with an order of the Lenoir County Planning Board following an appeal, he or she shall be guilty of a misdemeanor and shall be punished in the discretion of the court.

SECTION E. VARIANCE PROCEDURES.

- (1) The Lenoir County Planning Board as established by the County of Lenoir, hereinafter referred to as the "appeal board", shall hear and decide requests for variances from the requirements of this ordinance.
- (2) Any person aggrieved by the decision of the appeal board may appeal such decision to the Court, as provided in Chapter 7A of the North Carolina General Statutes.
- (3) Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (4) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
 - (a) the danger that materials may be swept onto other lands to the injury of others;
 - (b) the danger to life and property due to flooding or erosion damage;
 - (c) the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (d) the importance of the services provided by the proposed facility to the community;
 - (e) the necessity to the facility of a waterfront location, where applicable;
 - (f) the availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (g) the compatibility of the proposed use with existing and anticipated development;
 - (h) the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (i) the safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (j) the expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and,
 - (k) the costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
- (5) A written report addressing each of the above factors shall be submitted with the application for a variance.
- (6) Upon consideration of the factors listed above and the purposes of this ordinance, the appeal

board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

- (7) Variances shall not be issued within any designated floodway or non-encroachment area if any increase in flood levels during the base flood discharge would result.
- (8) A variance may be issued for solid waste disposal facilities, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas provided that all of the following conditions are met. A Floodplain Development Permit may be issued for such development only if a variance is granted.
 - (a) The use serves a critical need in the community.
 - (b) No feasible location exists for the use outside the Special Flood Hazard Area.
 - (c) The reference level of any structure is elevated or floodproofed to at least the regulatory flood protection level.
 - (d) The use complies with all other applicable laws and regulations.
 - (e) The County of Lenoir has notified the Secretary of the North Carolina Department of Crime Control and Public Safety of its intentions to grant a variance at least thirty (30) days prior to granting the variance.
- (9) Conditions for Variances:
 - (a) Variances may not be issued when the variance will make the structure in violation of other Federal, State, or local laws, regulations, or ordinances.
 - (b) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (c) Variances shall only be issued upon:
 - (i) a showing of good and sufficient cause;
 - (ii) a determination that failure to grant the variance would result in exceptional hardship; and,
 - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (d) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the Base Flood Elevation (BFE) and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. Such notification shall be maintained with a record of all variance actions.

- (e) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and the State of North Carolina upon request.

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

SECTION A. GENERAL STANDARDS.

In all Special Flood Hazard Areas the following provisions are required:

- (1) All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
- (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (3) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (4) Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. These include but are not limited to HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric meter panels/boxes, utility/cable boxes, appliances (i.e., washers, dryers, refrigerator, etc.), hot water heaters, electric outlets/switches.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Any alteration, repair, reconstruction, or improvements to a structure which is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance.
- (9) Non-Conforming Buildings or Uses. Non-conforming buildings, developments, or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided that the bulk of the building or structure below the regulatory flood protection elevation in the floodway, non-encroachment area, or stream setback is not increased and provided that such repair, reconstruction, or

replacement meets all of the other requirements of this ordinance.

- (10) Construction of new solid waste disposal facilities, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted in Special Flood Hazard Areas. A structure or tank for chemical or fuel storage incidental to an allowed use or operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the regulatory flood protection elevation and certified according to Article 4, Section B(3) of this Ordinance.

SECTION B. SPECIFIC STANDARDS.

In all Special Flood Hazard Areas where Base Flood Elevation (BFE) data has been provided, as set forth in Article 3, Section B, or Article 4, Section C(3), the following provisions are required:

- (1) Residential Construction. New construction or substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided.
- (2) Non-Residential Construction. New construction or substantial improvement of any commercial, industrial, or non-residential structure (including manufactured homes for such purposes) shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation. Structures located in A or AE Zones may be floodproofed to the regulatory flood protection elevation in lieu of elevation provided that all areas of the structure below the required flood protection elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in Article 4, Section B(3).
- (3) Manufactured Homes.
 - (a) New or replacement manufactured homes:

shall be elevated on a permanent foundation such that the reference level of the manufactured home is elevated no lower than the regulatory flood protection elevation.
 - (b) Manufactured homes shall be securely anchored to an adequately anchored foundation to prevent flotation, collapse, or lateral movement in accordance with the State of North Carolina Regulations for Manufactured/Mobile Homes, 1995 Edition, and any revision thereto adopted by the Commissioner of Insurance pursuant to NCGS §143-143.15 or a certified engineered foundation. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or other foundation elements of at least equivalent strength. When the elevation of the chassis is above thirty-six (36) inches in height an

engineering certification is required.

- (c) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the Floodplain Administrator and the local Emergency Management coordinator.
 - (d) All foundation enclosures or skirting shall be in accordance with Article 5, Section B(5).
- (4) Recreational Vehicles. Recreation vehicles placed on sites within a Special Flood Hazard Area shall either:
- (a) be on site for fewer than one hundred eighty (180) consecutive days and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and has no permanently attached additions); or
 - (b) meet all the requirements for new construction, including anchoring and elevation requirements of Article 4, Section B and Article 5, Sections A and B(3).
- (5) Elevated Buildings. New construction or substantial improvements of elevated buildings that include fully enclosed areas that are below the regulatory flood protection elevation shall not be designed to be used for human habitation, but shall be designed to be usable solely for the parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises, be constructed entirely of flood resistant materials below the regulatory flood protection level in an A and AE zones and meet the following design criteria:
- (a) Measures for complying with this requirement shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. To meet this requirement, the foundation must either be certified by a professional engineer or architect or meet the following minimum criteria:
 - (i) Provide a minimum of two (2) openings on different sides of each enclosed area subject to flooding having a total net area of not less than one (1) square inch for every square foot of each enclosed area subject to flooding;
 - (ii) If the building has more than one (1) enclosed area, each area must have openings on exterior walls to allow floodwater to directly enter;
 - (iii) The bottom of all required openings shall be no higher than one (1) foot above the adjacent grade; and,
 - (iv) Openings may be equipped with screens, louvers, ~~valves~~, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
 - (v) Foundation enclosures:

- 1) Vinyl or sheet metal skirting is not considered an enclosure for regulatory and flood insurance rating purposes. Therefore such skirting does not require hydrostatic openings as outlined above.
 - 2) Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires hydrostatic openings as outlined above to comply with this ordinance.
- (b) Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).
- (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose storage areas.
- (6) Temporary Structures. Prior to the issuance of a floodplain development permit for a temporary structure the following requirements must be met:
- (a) All applicants must submit to the Floodplain Administrator prior to the issuance of the Floodplain Development Permit a plan for the removal of such structure(s) in the event of a hurricane or flash flood warning notification. The plan must include the following information:
 - (i) a specified time period for which the temporary use will be permitted;
 - (ii) the name, address and phone number of the individual responsible for the removal of the temporary structure;
 - (iii) the time frame prior to the event at which a structure will be removed (i.e. minimum of seventy-two (72) hours before landfall of a hurricane or immediately upon flood warning notification);
 - (iv) a copy of the contract or other suitable instrument with a trucking company to insure the availability of removal equipment when needed; and
 - (v) designation, accompanied by documentation, of a location outside the Special Flood Hazard Area to which the temporary structure will be moved.
 - (b) The above information shall be submitted in writing to the Floodplain Administrator for review and written approval.
- (7) Accessory Structure. When accessory structures (sheds, detached garages, etc.) are to be placed within the Special Flood Hazard Area, the following criteria shall be met:
- (a) Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking or restroom areas);
 - (b) Accessory structures shall be designed to have low flood damage potential;

- (c) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
- (d) Accessory structures shall be firmly anchored in accordance with Article 5, Section A(1);
- (e) Service facilities such as electrical and heating equipment shall be installed in accordance with Article 5 Section A(4);
- (f) Openings to relieve hydrostatic pressure during a flood shall be provided below the regulatory flood protection elevation in conformance with Article 5 Section B(5); and
- (g) An accessory structure with a footprint less than 150 square feet does not require an elevation or floodproofing certificate. Elevation or floodproofing certifications are required for all other accessory structures in accordance with Article 4, Section B(3).

An accessory structure with a footprint less than 150 square feet or that is a minimal investment of \$10,000 or less and satisfies the criteria outlined above is not required to meet the elevation or floodproofing standards of Article 5, Section B (2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with Article 4, Section B(3).

(8) Additions/Improvements.

- (a) Additions and/or improvements to pre-FIRM structures whereby the addition and/or improvements in combination with any interior modifications to the existing structure
 - i) are not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.
 - ii) are a substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.
- (b) Additions to post-FIRM structures that are a substantial improvement with no modifications to the existing structure shall require only the addition to comply with the standards for new construction.
- (c) Additions and/or improvements to post-FIRM structures whereas the addition and/or improvements in combination with any interior modifications to the existing structure
 - i) are not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction.
 - ii) are a substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

- (d) Where a fire wall or independent perimeter load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and only the addition must comply with the standards for new construction.
- (9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:
- (a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
- (b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
- (c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section B (2) of this ordinance shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
- (d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
- (i) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.
- (10) Other Development.
- (a) Fences in a regulated floodway or non-encroachment area that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall require a floodway encroachment analysis and meet the limitations of Article 5, Section F of this ordinance.
- (b) Retaining walls, sidewalks, or driveways in a regulated floodway or non-encroachment area. Retaining walls, sidewalks, or driveways that involve the placement of fill in a regulated floodway or non-encroachment area shall require a floodway encroachment analysis and meet the limitations of Article 5, Section F of this ordinance.
- (c) Roads or watercourse crossings in a regulated floodway or non-encroachment area. Roads or watercourse crossings,

including roads, bridges, culverts, low-water crossings or similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into a regulated floodway or non-encroachment area shall require a floodway encroachment analysis and meet the limitations of Article 5, Section F of this ordinance.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS, MANUFACTURED HOUSING PARK PROPOPSALS, AND MAJOR DEVELOPMENTS.

- (1) Proposals for subdivisions, manufactured housing parks, and major developments shall be consistent with the need to minimize flood damage;
- (2) Proposals for subdivisions, manufactured housing parks, and major developments shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
- (3) Proposals for subdivisions, manufactured housing parks, and major developments shall have adequate drainage provided to reduce exposure to flood hazards; and,
- (4) Proposals for subdivisions, manufactured housing parks, and major developments shall have Base Flood Elevation (BFE) data provided if is greater than the lesser of five (5) acres or fifty (50) lots/ manufactured housing sites. Such Base Flood Elevation (BFE) data shall be adopted by reference per Article 3, Section B to be utilized in implementing this Ordinance.

SECION D. FLOODWAYS AND NON-ENCROACHMENT AREAS.

Located within the Special Flood Hazard Areas established in Article 3, Section B are areas designated as floodways or non-encroachment areas. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions shall apply to all development within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the floodplain administrator prior to issuance of floodplain development permit.
- (2) If Article 5, Section F(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (3) Manufactured homes may be permitted provided the following provisions are met:
 - (a) the anchoring and the elevation standards of Article 5, Section B(3); and
 - (b) the no encroachment standards of Article 5, Section F(1) are met.
- (4) No recreation vehicles shall be permitted

SECTION E. CRITICAL FACILITIES

New construction or substantial improvement of any critical facility is prohibited in all areas of special flood hazard and in all 500-year floodplains, unless all of the following provisions are met:

- (1) No feasible alternative site exists for construction of an equivalent facility within the jurisdiction boundaries of the County of Lenoir;
- (2) The facility has the lowest floor, including basement, of all structures elevated no lower than one (1) foot above the 500-year flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided. Structures may be floodproofed to the flood protection level in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in Article 4, Section B(3). If the 500-year floodplain is not identified on the FIRM and the facility is located within one thousand (1,000) feet of the boundary of an area of special flood hazard where no base flood data is provided, certification with supporting technical data by a registered professional engineer shall be provided that the facility is elevated or floodproofed no lower than one (1) foot above the 500-year flood elevation, unless it is certified that the facility located outside the 500-year floodplain; and
- (3) The facility has at least one access road connected to land outside the 500-year floodplain that is capable of supporting a 4,000-pound vehicle. The top of the access road must be no lower than one-half (0.5) foot above the elevation of the 500-year flood.

ARTICLE 6. LEGAL STATUS PROVISIONS

SECTION A. EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING FLOOD DAMAGE PREVENTION ORDINANCE.

This Ordinance in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted July 7, 1980 as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the Flood Damage Prevention Ordinance of the County of Lenoir enacted on July 7, 1980, as amended, which are not reenacted herein are repealed.

SECTION B. EFFECT UPON OUTSTANDING BUILDING PERMITS.

Nothing herein contained shall require any change in the plans, construction, size or designated use of any building, structure, or development or any part thereof for which a Floodplain Development Permit has been granted by the Floodplain Administrator or his/her authorized agents before the time

of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of sixty (60) days subsequent to passage of this ordinance, construction or use shall be in conformity with the provisions of this ordinance.

SECTION C. EFFECTIVE DATE

This ordinance shall become effective April 16th, 2013.

SECTION D. ADOPTION CERTIFICATION

I hereby certify that this is a true and correct copy of the flood damage prevention ordinance as adopted by the Board of Commissioners of the County of Lenoir, North Carolina, on the 21st day of June, 2004, and as amended on the 18th day of March, 2013.

WITNESS my hand and the official seal of the County of Lenoir, this the 18th day of March, 2013.

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 3/18/2013 **ITEM NO.:** 11

RESOLUTION: Approving and Adopting Revised Manufactured Housing Park Ordinance

SUBJECT AREA: COMMUNITY DEVELOPMENT – Planning & Inspections

ACTION REQUESTED: The Board is requested to officially approve and adopt the revised Manufactured Housing Park Ordinance.

HISTORY/BACKGROUND: The current Manufactured Housing Park (MHP) Ordinance has been in effect since July 1, 2001 as a stand-alone ordinance regulating the establishment of MHP parks in order to promote public health, safety, and general welfare of Lenoir County citizens as well as provide availability of affordable housing within the County. The MHP ordinance preceded the County’s zoning ordinance and was administrated by the Development Review Board (DRB), a body established by the Board of County Commissioners for the purpose of review and approval of subdivisions and manufactured housing parks in Lenoir County. After the adoption of zoning regulations, Feb. 03, 2003, MHP’s became subject to the Special Use Permit (SUP) procedure administrated by the Planning Board before going to the DRB for further review and approval, thus creating a longer and sometimes conflicting review and approval process.

EVALUATION: The planning staff has have some of the most common comments from past reviews and planning board meetings and have incorporated those into the design specifications along with other minor clarifications regarding definitions and procedures. Staff believes that the revised MHP ordinance will help promote development of available affordable housing in the County. Planning staff recommend the approval and adoption of the revised Manufactured Housing Park Ordinance.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

Initials

RESOLUTION: NOW THEREFORE, BE IT RESOLVED by the Lenoir County Board of Commissioners that the Manufactured Housing Park Ordinance, which is attached and made a part of this resolution by reference, be adopted as revised and become effective April 01, 2013.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: DAVIS _____ BROWN _____ BEST _____ HILL _____
SUTTON _____ ROUSE _____ DAUGHETY _____

Reuben Davis, Chairman 3/18/2013
Date

ATTEST 3/18/2013
DATE

Manufactured Housing Park Ordinance

Lenoir County, NC



Adopted: July 1, 2001
(Draft) Amended: April 01, 2013

Manufactured Housing Park Ordinance

Lenoir County, NC

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**AN ORDINANCE OF THE BOARD OF COMMISSIONERS
OF LENOIR COUNTY ESTABLISHING REGULATIONS
FOR MANUFACTURED HOUSING PARKS WITHIN THE COUNTY**

ENACTMENT:

An ordinance establishing regulations for Manufactured Housing Parks within the County of Lenoir, North Carolina, and providing for the administration, enforcement and amendment thereof, in accordance with the provisions of North Carolina General Statutes 153-A, Article 18 inclusive.

PREAMBLE:

WHEREAS, in order to promote the health, safety and general welfare of the citizens of Lenoir County; and

WHEREAS, in order to provide for planned manufactured housing parks in the County, it is desirable and necessary to adopt the Manufactured Housing Park Ordinance for the unincorporated areas of Lenoir County as set forth herein.

NOW THEREFORE, be it ordained by the Board of Commissioners of Lenoir County as follows:

Section 1. Authority

Lenoir County hereby exercises its authority to adopt and enact a manufactured housing park ordinance under the provisions granted by the North Carolina General Statute 153A-121.

Section 2. Purpose

The purpose of this ordinance is to regulate and guide the placement of, and the establishment of, manufactured housing parks in order to promote the public health, safety, and general welfare of the citizens of Lenoir County. This ordinance is designed to accomplish the following specific objectives:

- (a) to further the orderly layout of manufactured housing parks;
- (b) to secure safety from fire, panic, and other dangers;
- (c) to insure that proper facilities are provided for park residents.

Section 3. Jurisdiction

These regulations set forth in this ordinance shall be applicable within unincorporated areas of Lenoir County located outside of the extraterritorial jurisdictions of municipalities.

Section 4. Effective Date

This ordinance shall take effect and be in force from and after July 1, 2001.
Amended effective date: April 01, 2013

Section 5. Definitions

Tense and number: unless otherwise stated the following words shall, for the purpose of this ordinance, have the meaning herein indicated. Words used in present tense include the future. The singular number includes plural and the plural includes the singular.

Development Review Board: body established by the Board of County Commissioners for the purpose of review and approval of subdivisions and manufactured housing parks in Lenoir County. Consisting of Planning Director, Env. Health Director, GIS Coordinator, Emer. Mgmt Director, Planning Board member.

Existing manufactured housing park: any manufactured housing park in existence on the effective date of this ordinance, as amended, is exempt from the provisions of this ordinance. Additions of 10 or more cumulative spaces at such parks shall be subject to the requirements of this ordinance.

Fence/Screening: A continuous, opaque barrier extending from the surface of the ground to a uniform height of not less than six (6) feet from the ground at any given point, painted or treated wood, vinyl, or any substance of a similar nature and strength.

Manufactured housing: moveable or portable dwelling constructed to be towed on its own chassis and designed without a permanent foundation for year-round occupancy.

Manufactured housing park: any site or tract of land upon which are located three or more contiguous manufactured housing spaces to be occupied for dwelling purposes, and to be a permitted use only in Rural zoning districts.

Manufactured Housing Subdivision: creation of manufactured housing spaces for the purpose of sale shall be subject to the Lenoir County Subdivision Regulations.

Manufactured housing space: a plot of land designed to accommodate a single manufactured housing unit in accordance with the requirements of this ordinance. Minimum space area shall be 20,000 sq.ft.

Planning Board: body appointed by the Board of County Commissioners for the purpose of review of planning matters and subsequent recommendation to the Board of Commissioners, when applicable. The Planning Board shall hear and decide requests for appeals and variances related to this ordinance.

Yard area: shall mean that portion of land immediately surrounding a manufactured home that is set aside for the individual use of the manufactured home resident.

Section 6. Park Plan Preparation and Approval Procedures

No person shall construct or operate a new manufactured housing park or alter or extend an existing manufactured housing park as defined herein after the effective date of this ordinance unless the plans and specifications for such have been submitted and approved by the Development Review Board. The construction or

addition shall be in accordance with the plans and specifications as approved by the Development Review Board.

Section 6.1 Sketch Plan

The developer may submit a sketch plan prior to submission of a detailed preliminary plan to the County Inspections Department for a courtesy review. The Inspections Department shall advise the developer of general compliance with the requirements of this ordinance.

The sketch plan should be drawn at a scale of not more than 1" = 100' and should contain information such as the name of the park, total acreage, conceptual space designation, street layout, cross sections, proposed drainage, proposed water & sewer service, and contact information regarding the developer and design professional.

Section 6.2 Preliminary Plan

Following sketch plan review, if applicable, the developer shall prepare a preliminary plan at a scale of 1" = 100' or less on an original reproducible plan showing the following information:

1. Mobile Home Park name
2. Name of Owner or Developer
3. Vicinity map
4. Dimensions and bearings of exterior property lines
5. Land contours and vertical intervals of not greater than two (2) feet.
6. Proposed lot lines and numbers, and approximate dimensions
7. Lot size
8. Roads and easements in the vicinity.
9. All existing and proposed structures.
10. Road cross section details.
11. Water system designed to meet state or county regulations.
12. Sewage disposal designed to county and/or state standards
13. Drainage plan
14. Recreation areas
15. Street light locations
16. Location of 100-year flood plain line
17. Buffer and landscaping plan if available
18. Sign location and dimensions
19. Parking spaces
20. Fire Hydrants existing and/or proposed
21. Proposed phasing of the park development, if applicable

Section 6.3 Preliminary Plan Approval

Technical Review: Upon receipt of the reproducible original and ten (10) copies of a properly submitted plan, the Inspections Department shall obtain the necessary comments and recommendations from the NC Department of Transportation, the County Health Department, the Board of Education and other agencies that may be deemed necessary or desirable. The Inspections Department Staff, the County

Manager, or designee, and other agencies as deemed appropriate along with the developer, if he so desires, shall meet to review the plans and comments. Meetings shall be scheduled every two weeks as necessary. The technical review shall be completed within thirty (30) calendar days of submission of a complete and accurate plan.

Development Review Board Action: Upon completion of the technical review of the plan, the Development Review Board shall approve or disapprove the plan. The Development Review Board shall have forty (40) calendar days to take action on the plan.

- (a) If the preliminary plan is approved, approval shall be noted on the original reproducible copy of the plan. One print of the plan shall be transmitted to the developer and the reproducible original shall be retained by the Inspections Department.
- (b) When a preliminary plan is disapproved, the Inspections Department Director shall specify the reasons for such action in writing within five (5) working days of the action. One copy of such reasons and the reproducible original of the plan shall be retained by the Inspections Department and a print of the plan with reasons for disapproval shall be given to the developer. If the preliminary plan is disapproved, the developer may make the recommended changes and submit a revised preliminary plan.

Section 6.4 Construction Permits

If the preliminary plan is approved, the developer may obtain the required development permits and proceed with construction. No permits shall be issued prior to address assignments by the County.

Section 6.5 Final Plan Approval

After preliminary plan approval and after the construction of the park including all required improvements, the developer shall prepare a final plan. This plan shall contain all of the requirements of the preliminary plan and shall reflect the "as-built" conditions of the park. Upon approval of the construction by the Inspections Department, the Development Review Board Chairman shall sign the final plan. The final plan must be submitted to the Inspections Department within one year of the preliminary plan approval unless a written request for an extension of time is submitted by the developer and signed by the Development Review Board Chairman prior to the end of the one-year period.

Section 6-6. Occupancy

No manufactured housing spaces shall be occupied until all improvements have been approved by the Inspections Department for the phase of the park under review and the final plan for that phase has been signed by the Development Review Board Chairman.

Section 7. **Specifications**

1. Parks shall contain at least contiguous three (3) spaces.
2. The amount of land for each space utilizing individual septic tank systems shall be determined by the Lenoir County Health Department after an investigation of soil conditions, the proposed method of sewage disposal and proposed water system. However, in no case shall the size of the spaces be less than 20,000 sq.ft. (including right-of-ways) for spaces utilizing septic systems.
3. Spaces located in the 100-year flood plain shall comply with the Lenoir County Flood Damage Prevention Ordinance.
4. A minimum of two (2) off-street parking spaces shall be provided for each space and shall be the same aggregate base as the roadway.
5. Each manufactured housing space shall be a minimum of forty (40) feet wide.
6. All roads in any park shall be a minimum of eighteen (18) feet in width and shall be installed with an aggregate base in accordance with NCDOT standards. Road rights-of-way should generally be thirty (30) feet in width.
7. Cul-de-sacs should not exceed one thousand (1,000) feet in length with a minimum diameter of eighty (80) feet and an improved surface radius of thirty five (35) feet.
8. All streets shall have street name signs provided by the County.
9. All spaces shall be permanently identified with numbers in accordance with addressing guidelines for Lenoir County.
10. The developer must provide plans for refuse collection service to the park. All dumpster and refuse collection areas shall be screened.
11. Each space must be provided water, sewer, electrical and telephone connections. Developers are encouraged to place all wiring underground.
12. Parks served by a central water system shall be required to install hydrants equal to the total linear feet of roadway divided by one thousand (1,000) or the total number of spaces divided by forty, whichever is greater. Parks adjacent to a permanent surface water source water body shall install a dry hydrant as close to the water source as possible.
13. Each unit shall be provided with anchorage in accordance with the NC uniform Standard Code for Mobile Homes (NCGS 143, Article 9A).
14. Central mailboxes shall not be located within the public street right-of-way.
15. Requirements for improvements to existing facilities which will be used to serve expansions of existing manufactured housing parks shall be determined by the Development Review Board based on factors including, but not limited to, the size of the expansion, the dependency of the expansion on the existing facilities and the condition of the existing facilities.

16. Screening and/or landscape buffering shall be provided by developer next to adjacent properties.
17. Area Security Lighting shall be provided by developer at a rate of one area light per four spaces with a minimum of one area light per park.

Section 8 Administration

Section 8.1 Appeals

The Planning Board shall hear and decide appeals concerning actions of the Development Review Board, Development Review Board Chairman or any administrative official charged with the enforcement of this ordinance. Such appeals must be submitted in writing within thirty (30) calendar days of the subject action to the Inspections Department Director. The Planning Board shall take action on the appeal within forty five (45) days. An appeal from the decision of the Planning Board may be made to the Board of County Commissioners. Decisions of the Board of County Commissioners may be appealed to the Superior Court.

Section 8.1 Amendments

The Board of County Commissioners may from time to time amend this ordinance; however, no amendment shall become effective unless it shall have been proposed by or shall have been submitted to the Planning Board for review and recommendations. The Planning Board shall have forty days (40) within which to submit a report. If the Planning Board fails to submit a report within the specified time, it shall be deemed to have approved the amendment.

Section 8.2 Enforcement

This ordinance may be enforced by any of the remedies authorized by NCGS 153A-123, including but not limited to the following:

- (1) Violation of this ordinance is a misdemeanor and shall be subject, upon conviction, to a fine and/or imprisonment as provided by G.S. 14-4.
- (2) The violation of any provision of this ordinance shall subject the offender to a civil penalty in the amount of \$50.00 to be recovered by Lenoir County. Violators shall be issued a written citation which must be paid within ten (10) days.
- (3) Each day's continuing violation of this ordinance shall be a separate and distinct offense.
- (4) Nothing in this Section shall be construed to limit the use of remedies available to the County. The County may seek to enforce this ordinance by using any one, all, or a combination of remedies.

Section 8.3 Variances

The Planning Board may authorize a variance from these regulations when, in its opinion, undue hardship may result from strict compliance. Variance requests shall be initiated in writing by the property owner at least fifteen (15) working days prior to the Planning Board meeting. The owner shall specify the reason for the request. No variance shall be granted unless the Planning Board finds:

- a) that there are special circumstances or conditions affecting said property such that the strict application of the provisions of this ordinance would cause an unusual and unnecessary hardship on the property owner and beyond what other park developers would meet, and
- b) that the circumstance giving rise to the need for the variance are peculiar to the parcel and are not generally characteristic of other parcels in the jurisdiction.

Section 8.4 Separability

Should any section or provision of this ordinance be decided by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

CERTIFICATES

The certificates herein shall appear on final plats, if applicable.

a) Certificate of Ownership. Dedication and Jurisdiction

I hereby certify that I am the owner of the property shown and described hereon and that I hereby adopt this plan of subdivision with my own free consent and dedicate all streets, alleys, walks, parks, conservation space and other areas to public or private use as noted. All roads and drainage easements are dedicated for public utility purposes. Further, I certify that the land as shown hereon is located within the subdivision jurisdiction of Lenoir County.

Date

Signature of Owner

b) Certificate of Accuracy and Mapping

I, _____, certify that this plat was drawn under my supervision from an actual survey made under my supervision, description recorded in Book _____, Page _____; that the error of closure as calculated by latitudes and departures is 1: _____; that the boundaries not surveyed are shown as broken lines plotted from information found in Book _____, Page _____; that this map was prepared in accordance with G.S. 47-30 as amended.

Witness my hand and seal this _____ day of A.D., 20__

Seal

Surveyor, registration number

c) Certificate of Proposed Subdivision Road Construction Standards

Department of Transportation
Division of Highways
Proposed Subdivision Road
Construction Standards Certification approved _____

District Engineer

Date

d) Certificate of Disclosure - Lenoir County Flood Plain Management

I hereby certify that prior to entering into any agreement or any conveyance with a prospective buyer, I shall prepare and sign, and the buyer of the subject real estate shall receive and sign, a statement which fully and accurately discloses that the subject real estate, or a portion of the subject real estate, is located within a flood hazard area and that the buyer must satisfy the requirements of the Lenoir County Flood Plain Management Regulations prior to the issuance of construction permits.

Date

Signature of Owner

e) Certificate of Disclosure for Private Developments

I acknowledge that neither the State nor the County shall be responsible for maintenance of any streets, drainage, open space or other areas which are designated for private use. I acknowledge that prior to contracting with a prospective buyer, I shall give the buyer a written statement which discloses the existence and location of such private areas and specifies the maintenance responsibilities for same. When applicable, the statement shall disclose that the street(s) will not be constructed to minimum standards sufficient to allow their inclusion on the State highway system for maintenance.

Date

Signature of Owner

f) Certificate of Disclosure for Homeowner's Association Covenants, Conditions and Restrictions.

North Carolina

Lenoir County

Home Owner's Association Covenants, Conditions and Restrictions filed for registration on the _____ day of _____ at _____ (a.m./p.m.) and duly recorded in Deed Book _____, at Page _____.

Register of Deeds

g) Certificate Disclaiming Water/Sewer Suitability

Notwithstanding Lenoir County approval of this plat, lots shown on said plat may not receive Health Department approval for on site sewage disposal systems, nor for individual water supply systems.

h) Certificate of Review Officer

North Carolina

Lenoir County

I, _____, Review Officer of Lenoir County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer

i) Certificate of Registration by Resister of Deeds

North Carolina

Lenoir County

Filed for Registration on the _____ day of _____ (a.m./p.m.) and duly recorded in Map Book _____, at Page _____.

Register of Deeds

j) Certificate Disclaiming the need for any Drainage Improvements or Easements

I hereby certify, to the best of my knowledge, that at the time of this survey the subdivision shown hereon does not require drainage improvements or easements to serve the development shown hereon.

L-#####

k) **Certificate of Approval**

I hereby certify that the subdivision shown on this plat is in all respects in compliance with the Lenoir County Subdivision Ordinance and that therefore this plat has been approved by the Lenoir County Development Review Board.

DEVELOPMENT REVIEW BOARD OFFICER

DATE

- Flood Statement:
THIS PROPERTY IS LOCATED IN ZONE_____, AND IS/IS NOT WITHIN A
SPECIAL FLOOD HAZARD AREA, AS DETERMINED BY NIFP RATE MAP
DATED _____, _____: COMMUNITY PANEL
NUMBER _____.

Manufactured Housing Park Ordinance Checklist

Lenoir County, NC
Community Development Department (252) 559-2272

NOTE: *this checklist serves as a guide in the preparation and review of proposed manufactured housing parks. Users must refer to the current ordinance to determine the precise requirements.*

Sketch Plan

The developer may submit a sketch plan prior to submission of a detailed preliminary plan to the County Inspections Department for a courtesy review. The sketch plan should be drawn at a scale of not more than 1" = 100' and should contain information such as the name of the park, total acreage, conceptual space designation, street layout, cross sections, proposed drainage, proposed water & sewer service, and contact information regarding the developer and design professional.

Preliminary Plan

The developer shall prepare a preliminary plan at a scale of 1" = 100' or less on an original reproducible plan showing the following information:

- Mobile Home Park name
- Name of Owner or Developer
- Vicinity map
- Dimensions and bearings of exterior property lines
- Land contours and vertical intervals of not greater than two (2) feet.
- Proposed lot lines and numbers, and approximate dimensions
- Lot size (20,000 sq.ft. minimum)
- Roads and easements in the vicinity.
- All existing and proposed structures.
- Road cross section details.
- Water system designed to meet state or county regulations.
- Sewage disposal designed to county and/or state standards
- Drainage plan
- Recreation areas
- Street light locations

- Location of 100-year flood plain line
- Buffer and landscaping plan if available
- Sign location and dimensions
- Parking spaces
- Fire Hydrants existing and/or proposed
- Proposed phasing of the park development, if applicable

Final Plan

After preliminary plan approval and after the construction of the park including all required improvements, the developer shall prepare a final plan. This plan shall contain all of the requirements of the preliminary plan and shall reflect the "as-built" conditions of the park.

Section 7. Specifications

- Parks shall contain at least contiguous three (3) spaces.
- The amount of land for each space utilizing individual septic tank systems shall be determined by the Lenoir County Health Department after an investigation of soil conditions, the proposed method of sewage disposal and proposed water system. However, in no case shall the size of the spaces be less than 20,000 sq.ft. (including right-of-ways) for spaces utilizing septic systems.
- Spaces located in the 100-year flood plain shall comply with the Lenoir County Flood Damage Prevention Ordinance.
- A minimum of two (2) off-street parking spaces shall be provided for each space and shall be the same aggregate base as the roadway
- Each manufactured housing space shall be a minimum of forty (40) feet wide.
- All roads in any park shall be a minimum of eighteen (18) feet in width and shall be installed with an aggregate base in accordance with NCDOT standards. Road rights-of-way should generally be thirty (30) feet in width.
- Cul-de-sacs should not exceed one thousand (1,000) feet in length with a minimum diameter of eighty (80) feet and an improved surface radius of thirty five (35) feet.
- All streets shall have street name signs provided by the County.

- All spaces shall be permanently identified with numbers in accordance with addressing guidelines for Lenoir County.
- The developer must indicate plans for refuse collection service to the park. All dumpster and refuse collection areas shall be screened
- Each space must be provided water, sewer, electrical and telephone connections. Developers are encouraged to place all wiring underground.
- Parks served by a central water system shall be required to install hydrants equal to the total linear feet of roadway divided by one thousand (1,000) or the total number of spaces divided by forty, whichever is greater. Parks adjacent to a permanent surface water source water body shall install a dry hydrant as close to the water source as possible.
- Each unit shall be provided with anchorage in accordance with the NC uniform Standard Code for Mobile Homes (NCGS 143, Article 9A).
- Central mailboxes shall not be located within the public street right-of-way.
- Requirements for improvements to existing facilities which will be used to serve expansions of existing manufactured housing parks shall be determined by the Development Review Board based on factors including, but not limited to, the size of the expansion, the dependency of the expansion on the existing facilities and the condition of the existing facilities.
- Screening and/or landscape buffering shall be provided by developer next to adjacent properties.
- Area Security Lighting shall be provided by developer at a rate of one area light per four spaces with a minimum of one area light per park.

Item No. 12

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: NON-DEPARTMENTAL: \$31,722.: INCREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2011 - 2012
Appropriations

Budget Amendment # _____

Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		NON-DEPARTMENTAL		8TH JUDICIAL DIST COMMUNITY INTERVENTION PRO	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> REVENUES			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> EXPENDITURES		
Account # and Title		Amount	Account # and Title		Amount
<u>INCREASE</u>			<u>INCREASE</u>		
10-3842-8900	MISCELLANEOUS	31,722.00	10-4200-4991	MISCELLANEOUS	31,722.00
Total		31,722.00	Total		31,722.00

Reason and Justification for Request:

BUDGET AMENDMENT TO APPROPRIATE FUNDS RETURNED BY THE COMMUNITY INTERVENTION PROGRAM BACK TO THE STATE. THE COUNTY RECEIVED NOTIFICATION ON JANUARY 2, 2013, FROM THE DIVISION OF JUVENILE JUSTICE OF FUNDS THAT NEEDED TO BE SENT BACK, DUE TO THE FUNDS NOT BEING SPENT. THESE FUNDS WERE SENT BACK TO THE COUNTY BY THE PREVENTION AND TREATMENT CENTER OF LENOIR COUNTY ON FEBRUARY 21, 2013, AND THEN FORWARDED TO THE NC DEPT OF PUBLIC SAFETY ON FEBRUARY 25, 2013.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	<i>3/11/2013</i>	<i>Martha H. Martin</i>	<i>3/11/2013</i>

Budget Officer Approval	Date

Board Approval (When Applicable)	Date	Date of Minutes

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 3/18/13 **ITEM NO.:** 13

RESOLUTION: Awarding Contract: Grinding Services: Vegetative Debris:
John A. Powell Contracting of Fuquay-Varina, N.C.: \$9.00 per ton

SUBJECT AREA: Purchase - Bids

ACTION REQUESTED: The Board is requested to approve a proposal from John A. Powell Contracting of Fuquay-Varina, N.C., for grinding vegetable debris (trunks, limbs, etc.) at a cost of \$9.00 per ton and authorize the Landfill Director to execute a (3) three year contract on behalf of the County.

HISTORY / BACKGROUND: As the Board is aware, since the landfill fires of the past, we have taken a different approach to managing vegetative debris normally carried to the landfill. Instead of covering the limbs and stumps with dirt (personnel and equipment intensive), we are grinding the debris. It can then be used for cover material and for landscaping. Requests for grinding proposals were advertised on the Lenoir County website.

EVALUATION: A request for grinding vegetative debris was listed on the Lenoir County Website. A total of six proposals were received on Friday March 8, 2013. Approval of this resolution will allow for the grinding of vegetative debris at the Lenoir County Landfill and minimize the risk of fire associated with the decomposition of this type of debris. John A. Powell Company of Fuquay-Varina, N.C, provided the best price to the County for this service. They have provided grinding services to the County over the past three years and have done an excellent job with no problems. The following bids were received

Bidder	Amount (per ton)
Bowen Company. Inc.	\$9.65
Shavender Trucking Inc.	\$9.83
Four Points Recycling	\$13.94
Tag Grinding Services	\$15.00
Phillips and Jordan, Inc.	\$35.71
Powell Contracting	\$9.00

Approval of this resolution will allow for the encumbrance of funds and the payment to the contractor upon successful completion of the grinding.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that a proposal submitted by John A. Powell Contracting of Fuquay-Varina, N.C., be approved and be it further resolved that the Landfill Director is authorized to execute a (3) three year contract with John A. Powell Contracting of Fuquay-Varina, N.C., for the grinding of landfill vegetative debris at a price of \$9.00 per ton..

Funding Source: 66-4720-6900 - \$9.00 per ton

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YES VOTES: Davis ___ Brown ___ Hill ___ Best ___ Sutton ___

Rouse _____ Daughety _____

Reuben J. Davis, Chairman

Date

Attest

Date

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 3/18/13 **ITEM NO.:** 14

RESOLUTION: Approving Acceptance of a Grant from NC Department of Transportation to Assist in the Funding of an Additional Rail Spur to Serve Pactiv Corporation.

SUBJECT AREA: Financial

ACTION REQUESTED: To approve acceptance of a grant from the NC Department of Transportation to assist in funding an additional rail spur to serve Pactiv Corporation. FY 2012-13.

HISTORY / BACKGROUND: Dopaco, Inc. announced and located in Lenoir County in August 1993. The company began operating in a 30,000 SF temporary facility while constructing a new 150,000 SF building located in the Hwy 70 West Industrial Park. Dopaco is a manufacturer of folding cartons, beverage cups, lids, carriers, nested cartons and dispensers, clamshells, food trays and paper plates for the fast food industry. Major customers are McDonald's, Burger King, Jack in the Box and Wendy's. In 1995, they expanded the 150,000 sf facility to 300,000 sf. A rail spur was needed for delivery of paper products and thus rail easement No. 1 was surveyed and completed by the East Group February 13, 1996 and recorded February 20, 1996. August 2004 Cascades, Inc. completed the acquisition of Dopaco from founder Edward Fitts. In September 2007, Dopaco announced an additional \$2.35 million in capital investment and 10 new jobs. In September of 2008, Dopaco announced the additional \$2.53 in capital investment and 123 jobs. This created the need for an additional rail spur. MB BP Portfolio II, LLC, the current owner of the site and landlord to Dopaco, Inc. desired to allow Dopaco to install at its own expense a second rail spur to connect to the main line of the North Carolina Railroad Company which will run parallel to easement No. 1, so dual tracks would serve the facility. The total cost is \$219,975 (\$130,975 expense to Dopaco and rail grant of up to \$95,000). In 2011, Dopaco was acquired by Pactiv Corporation. In April 2012, Lenoir County approved Rail Spur Easement No. 3, an easement between Lenoir County and MB BP Portfolio II, LLC., (owner of the Dopaco, Inc./ Pactiv site) in the Lenoir County US 70 Industrial Park for a rail spur which crosses land owned by Lenoir County. The purpose of the easement was to construct an additional rail spur to the Dopaco/Pactiv site. Dopaco/Pactiv must work to complete a conversion to Pactiv's extensive U.S. footprint. As such, the Kinston plant would need to bring in a second rail spur. The additional rail spur is necessary for the anticipated annual increase in rail cars associated with plant's conversion to resin. Resin has been delivered by truck and is now required to be delivered by rail due to the additional capacity needed. In April 2012 Dopaco/Pactiv requested assistance with an application to NC DOT to assist in funding /construction of the additional rail spur.

EVALUATION: The economic development benefits available to Lenoir County by enhancing the County's Industrial Park by assisting the right for Pactive (Dopaco) to install, at its own expense, a second rail spur to connect to the main line of the North Carolina Railroad Company which will run parallel to the rail spur so there will be dual tracks serving the facility for new growth. The Lenoir County Industrial Park will benefit by allowing Pactiv/Dopaco to install at their own expense, a second rail spur connected to the main line of the North Carolina Railroad Company.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that grant funds up to \$95,000 from the NC DOT for the additional rail spur to serve Pactiv/Dopaco be accepted.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: : DAVIS _____ BROWN _____ BEST _____

DAUGHETY _____ HILL _____ ROUSE _____ SUTTON _____

Reuben J. Davis, Chairman

3/18/13
Date

ATTEST 3/18/13
Date



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

February 28, 2013

Michael Jarman, County Manager
Lenoir County
PO Box 3289
Kinston, NC 28502

Dear Mr. Jarman:

At its June 7, 2012 meeting the North Carolina Board of Transportation approved a grant up to \$95,000 to Lenoir County. The grant is to fund the construction of a rail spur to serve Pactiv Corporation's rail expansion in Kinston, North Carolina.

Attached are two (2) original copies of a Rail Industrial Access Agreement between the North Carolina Department of Transportation (NCDOT) and Lenoir County. Please have both agreement copies signed (DO NOT DATE THEM) along with Form W-9/Vendor Registration Form (Attachment 2). Return the documents to Ms. Sonya Beatty, Rail Division Business Officer, North Carolina Department of Transportation, 1553 Mail Service Center, Raleigh, North Carolina 27699-1553 within four (4) months from the date of this letter. If the Agreement is not signed and returned within this time frame, NCDOT reserves the right to request that the North Carolina Board of Transportation withdraw its approval for this grant at its next scheduled meeting following the expiration of the four (4) month period.

Based on the budget estimate and location of the project, and the available MBE/WBE's in the area, the subject project does not have a Minority Business Enterprise (MBE) goal or a Woman Business Enterprise (WBE) goal.

Contractors employed on this project must comply with the rules and regulations of the North Carolina General Contracting Board and be licensed to perform railroad contract services in North Carolina. See the web site at <http://www.nclbhc.org/> for a list of licensed contractors.

The use of State funding requires compliance with federal, state and local environmental laws. If you have questions regarding environmental requirements contact Mr. Marc Hamel, Manager, Rail Project Development and Environmental Evaluation, at (919) 707-4705.

NCDOT will reimburse Lenoir County for project costs incurred after the project is completed, approved by the Railroad and placed in service. To receive reimbursement, complete and submit a Request for Reimbursement (Attachment 3), a Subcontractor Payment Information Form (Attachment 4), invoices from contractors, proofs of payment to contractors, proof of track use, and photos of the completed project. As part of the reimbursement process, Lenoir County is required to attest to the fact that environmental and other rules and regulations have been followed. A certification of compliance statement is included on the Request for Reimbursement form.

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
RAIL DIVISION
1553 MSC
RALEIGH NC 27699-1553

TELEPHONE: 919-707-4700
FAX: 919-715-6580
WEBSITE: WWW.BYTRAIN.ORG

LOCATION:
TRANSPORTATION BUILDING
1 SOUTH WILMINGTON STREET
RALEIGH NC

NCDOT review and approval of project construction plans and approval of the final contract award is required. State law requires competitive bidding and award to the lowest responsible bidder (Attachment 5).

In addition, every grantee shall file with NCDOT a Conflict of Interest Policy (Attachment 7). The Conflict of Interest Policy addresses conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. This document is required to be filed with NCDOT prior to the disbursement of grant funds.

A monthly progress report (Attachment 8) should be submitted to NCDOT, from execution of the grant agreement until the subject rail spur is in service.

If you have any questions please call Ms. Shirley Williams at (919) 707-4718.

Sincerely,



Paul C. Worley
Director

Enclosures

- Attachment 1: Agreements (2 originals)
- Attachment 2: Form W-9 – Vendor Registration
- Attachment 3: Sample NCDOT Request for Reimbursement
- Attachment 4: Subcontractor Payment Information Form
- Attachment 5: Bid Requirements
- Attachment 6: Checklist for RIAP Projects
- Attachment 7: Sample Conflict of Interest Policy
- Attachment 8: Sample Progress Report Form

Attachment 1
Rail Industrial Access
Grant Agreement

(Sign, Do Not Date, Return Both Signed Agreements)

WBS Element: 43834

Project No.13-IN-001

State of North Carolina

Grantee: *Lenoir County, North Carolina*

DEPARTMENT OF TRANSPORTATION

**RAIL INDUSTRIAL ACCESS
AGREEMENT**

-AND-

Lenoir County, North Carolina

THIS RAIL INDUSTRIAL ACCESS AGREEMENT made and entered into this the _____ day of _____, 2_____, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina (“the Department”); and Lenoir County (“the Grantee”).

WITNESSETH:

WHEREAS, Article 2D of Chapter 136 of the North Carolina General Statutes finds that programs for railroad revitalization are vital to the continued growth and prosperity of the State and serve the public purpose; and

WHEREAS, the Department of Transportation is designated by N.C.G.S. 136-44.36 as the agency of the State of North Carolina responsible for administering all federal and State programs related to railroad revitalization and grants the Department authority to do all things required under applicable federal and state legislation to administer properly the rail transportation programs within the State of North Carolina; and

WHEREAS, the Department is authorized to distribute federal and state financial assistance for local railroad revitalization projects; and

WHEREAS, Title 19A, Subchapter 6B, Section.0400 of the North Carolina Administrative Code contains all rules and regulations pertaining to the administration of the Rail Industrial Access Program; and

WHEREAS, the Department has authorized the distribution of state financial assistance for the construction of certain improvements (“the Project”) as more particularly described on the attached Exhibit A and incorporated herein;

NOW, THEREFORE, the Department and the Grantee do agree:

1. Costs, Invoicing and Payment

It is understood by the parties hereto that the Department, subject to compliance with applicable state and federal policy, rules and regulations, and statutes, will participate in the Project costs to the extent of THIRTY-FIVE PERCENT (35%) up to NINETY-FIVE THOUSAND DOLLARS (\$95,000) whichever may be less.

2. Project costs eligible for reimbursement by the Department are limited to the items listed in Exhibit A. The Department will reimburse the Grantee for Project costs after the Project is complete and in service. The request for reimbursement must be accompanied by contractor(s) invoices, certification by the serving railroad that the Project tracks are acceptable for use, proof of track use in the form of a waybill or picture, and before and after photographs of the Project site.

3. Project completion, when the project is ready for final reimbursement, must occur within twenty-four months (24) after the execution of this Agreement.

4. The parties to this Agreement agree and understand that the payment of the sums specified in this Agreement is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Department.

5. The Grantee must obtain all necessary County and city certifications, easement certifications, and industry certifications pursuant to Title 19A, Subchapter 6B, Sections .0407 - .0409 of the North Carolina Administrative Code before beginning construction on the Project.

6. The Grantee will comply with all relevant state and federal statutes, rules, and regulations in procuring goods and services from third parties for construction of the Project. In particular, the Grantee shall conform to the following policies:

- a. The Grantee shall furnish the Department a copy of the plans and specifications related to the construction of the Project tracks, for review and comment. The Department shall review and concur with all contract awards.
 - b. Grantee shall follow procurement procedures for construction and materials as outlined in North Carolina General Statutes Chapter 143, Article 8.
 - c. Grantee shall comply with North Carolina General Statutes Chapter 143 §64.31 in procuring architecture, engineering, and construction management services.
 - d. Grantee shall comply with North Carolina General Statutes Chapter 136 §28.7 ('Buy American').
 - e. Grantee is responsible for compliance with any and all environmental regulation relating to the expenditure of public money in North Carolina.
7. It is agreed that the rail industrial access tracks, once constructed, will be owned by the Grantee or the industry served and that upon completion of the Project the track owner will be responsible for maintaining the Project tracks.
 8. This Agreement is personal to the Grantee and shall not inure to the successors or assigns of the Contractor without the written approval of the Department.
 9. Per North Carolina Administrative Code 09 NCAC 03M.0703, all grant records should be maintained for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.
 10. The Grantee and its contractors will permit the Department and/or the Office of the State Auditor to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit all books, records, and accounts pertaining to the Project including books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Grantee shall make such materials available at its office at all reasonable times during the Agreement period, and for five (5) years or until all audit exceptions have been resolved, whichever is longer, from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section and/or Office of State Auditor. The Grantee shall permit the Department and/or Office of State Auditor full access to the Project site before, during, and after construction.

11. The Grantee and its contractors shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 and shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, or national origin.
12. Non-state grantees and private entities are required to comply with the reporting requirements in North Carolina General Statute 143C-6-22 and 23 (2006-203, s. 3; 2007-323, s. 28.22A(o); 2007-345, s. 12.) and North Carolina Administrative Code Title 09, section 03M-.0205 (Eff. July 1, 2005). They specify that non-state grantees that receive state funds between \$25,000 and \$500,000 must file annually with the Department the following:
 - (A) State Grants Compliance Reporting: Receipt of \$25,000 or more;
 - (B) Schedule of Receipts and Expenditures;
 - (C) Program Activities and Accomplishments Report.

All reporting requirements shall be filed electronically with the office of State Budget & Management within six months after the end of the grantee's fiscal year in which the State funds were received.

13. Upon requesting any payment under this agreement, Grantee shall file with the Department a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds and shall include actions to be taken by the Grantee's or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Department may disburse the grant funds. (N.C.G.S. 143C-6.23(b))
14. All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address,

street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Shirley Williams, Environmental and Planning Manager NCDOT Rail Division 1553 Mail Service Center Raleigh, NC 27699-1553 Telephone 919-707-4718 Fax 919-715-6580 Email srwilliams@ncdot.gov	Shirley Williams, Environmental and Planning Manager NCDOT Rail Division 1 S. Wilmington Street, Room 555 Raleigh, NC 27601

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Contact/Title: Michael W. Jarman, County Manager Grantee: Lenoir County Address: PO Box 3289 Kinston, NC 28502 Telephone 252-559-6456 Fax 252-559-6454 Email mjarman@lenoir.co.nc.us	Contact/Title: Michael W. Jarman, County Manager Grantee: Lenoir County Address: 130 South Queen Street Kinston, NC 28502

15. Per OMB Circular A-133, Part 3 section I Compliance Supplement, Grantee is prohibited from contracting with or making subawards under transactions covered by this agreement to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

Grantees receiving individual awards for \$25,000 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred. Grantee may rely upon the certification unless it knows that the certification is erroneous. Grantee agrees that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

16. The Grantee agrees to indemnify and hold harmless the Department, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Agreement or which may be caused by or result from the construction, maintenance, and use of the Project.
17. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
18. Parties may terminate this Agreement by mutual consent, with 60 days' notice to the other party, or as otherwise provided by law. Subject to the provisions of 19A NCAC 06B .0417, the Grantee shall have the right to keep all amounts already paid by the Department in the event of a termination.
19. If, through any cause, the Grantee shall fail to fulfill its obligations under this Agreement in a timely and proper manner, the Department shall have the right to terminate this Agreement by giving written notice to the Grantee of 60 days to remedy the default. If after 60 days the Grantee has not cured the default the Department may terminate the agreement.
20. If during the first five (5) years following project completion, the Project tracks are abandoned, relocated, or sold without a grant assignment or without written approval of the Department, the track owner shall repay the Department its contribution to the cost of construction and materials, less depreciation. The Department further reserves the right to demand repayment if: (1) during the first five (5) years following project completion, rail use falls below the goal levels as specified in the industry certification; or (2) If during the first

two (2) years following project completion job creation falls below the goal levels as specified in the industry certification completed in accordance with section 5 and attached as Exhibit B.

21. The parties acknowledge the requirements of N.C.G.S. § 133-32. In addition, the Department and its employees are bound by the provisions of Executive Order 24 (issued by Governor Perdue on October 1, 2009), which bans State employees from accepting or receiving gifts. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

22. MBE / WBE Goal: 0% MBE and 0% WBE
In compliance with state policy Grantee, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Minority Business and Women Business Enterprises (MBE/WBE) policy which requires goals to be set and participation to be reported as more fully described in the Procurement section of this Agreement.

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Business and Women Business Enterprises (MBE/WBE), or as required and defined in NCGS 136-28.4 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference at:

<http://www.ncdot.gov/doh/preconstruct/ps/Word/sp1g68.doc>

- Grantee shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If Grantee fails to comply with these requirements, the Department will withhold funding until these requirements are met.

In witness whereof, this agreement has been executed by the Department and the Grantee by and through duly authorized representatives, and is effective the date and year first set forth hereinabove.

Lenoir County

BY: _____

TITLE: _____

(SEAL)

ATTEST: _____

(COMMISSIONER OF OATH)

EMPLOYER TAX IDENTIFICATION NUMBER: _____

FISCAL YEAR END DATE: _____

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

DEPARTMENT OF TRANSPORTATION

BY: _____

(DEPUTY SECRETARY FOR TRANSIT)

(SEAL)

ATTEST: _____

SECRETARY TO THE BOARD OF TRANSPORTATION
AND CUSTODIAN OF THE SEAL OF THE
DEPARTMENT OF TRANSPORTATION

EXHIBIT A

Estimated Project Cost for Lenoir County: \$219,975

Project: Build a 916 foot spur

Turnout	1	EA	\$37,000	\$37,000
100 LB. No. 1 Track	916	TF	\$133.19	\$122,000
Bumping Post	1	EA	\$3,000	\$3,000
Grading	1	LS	\$57,975	\$57,975
			TOTAL	\$219,975

NCDOT Share Up to \$95,000

DOT share is 35 percent of total cost up to a maximum \$95k whichever is less.

EXHIBIT B



NCDOT RIAP-1655
Rev. February 2004

Rail Industrial Access Program
NCDOT Rail Division
INDUSTRY COMMITMENT FORM

As Vice President, Operations & Engineering (title) of Pactiv Corporation (industry) in consideration of the Rail Industrial Access funds to be granted by North Carolina Department of Transportation to Pactiv Corporation (Grantee) to finance the construction of a rail spur track, I commit to the following actions:

- A. Shall undertake and carry out the construction or expansion in North Carolina as described in the project application.
- B. Shall create a minimum of 52 jobs per year.
- C. Shall ship or receive a minimum of -114 (estimate only) carloads of freight per year.

Signature

A handwritten signature in black ink, appearing to be "R. H. C.", written over a horizontal line.

Date

4/20/12

WBS Element: 43834

Project No.13-IN-001

State of North Carolina

Grantee: Lenoir County, North Carolina

DEPARTMENT OF TRANSPORTATION

**RAIL INDUSTRIAL ACCESS
AGREEMENT**

-AND-

Lenoir County, North Carolina

THIS RAIL INDUSTRIAL ACCESS AGREEMENT made and entered into this the _____ day of _____, 2_____, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina (“the Department”); and Lenoir County (“the Grantee”).

WITNESSETH:

WHEREAS, Article 2D of Chapter 136 of the North Carolina General Statutes finds that programs for railroad revitalization are vital to the continued growth and prosperity of the State and serve the public purpose; and

WHEREAS, the Department of Transportation is designated by N.C.G.S. 136-44.36 as the agency of the State of North Carolina responsible for administering all federal and State programs related to railroad revitalization and grants the Department authority to do all things required under applicable federal and state legislation to administer properly the rail transportation programs within the State of North Carolina; and

WHEREAS, the Department is authorized to distribute federal and state financial assistance for local railroad revitalization projects; and

WHEREAS, Title 19A, Subchapter 6B, Section.0400 of the North Carolina Administrative Code contains all rules and regulations pertaining to the administration of the Rail Industrial Access Program; and

WHEREAS, the Department has authorized the distribution of state financial assistance for the construction of certain improvements (“the Project”) as more particularly described on the attached Exhibit A and incorporated herein;

NOW, THEREFORE, the Department and the Grantee do agree:

1. Costs, Invoicing and Payment

It is understood by the parties hereto that the Department, subject to compliance with applicable state and federal policy, rules and regulations, and statutes, will participate in the Project costs to the extent of THIRTY-FIVE PERCENT (35%) up to NINETY-FIVE THOUSAND DOLLARS (\$95,000) whichever may be less.

2. Project costs eligible for reimbursement by the Department are limited to the items listed in Exhibit A. The Department will reimburse the Grantee for Project costs after the Project is complete and in service. The request for reimbursement must be accompanied by contractor(s) invoices, certification by the serving railroad that the Project tracks are acceptable for use, proof of track use in the form of a waybill or picture, and before and after photographs of the Project site.

3. Project completion, when the project is ready for final reimbursement, must occur within twenty-four months (24) after the execution of this Agreement.

4. The parties to this Agreement agree and understand that the payment of the sums specified in this Agreement is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Department.

5. The Grantee must obtain all necessary County and city certifications, easement certifications, and industry certifications pursuant to Title 19A, Subchapter 6B, Sections .0407 - .0409 of the North Carolina Administrative Code before beginning construction on the Project.

6. The Grantee will comply with all relevant state and federal statutes, rules, and regulations in procuring goods and services from third parties for construction of the Project. In particular, the Grantee shall conform to the following policies:

- a. The Grantee shall furnish the Department a copy of the plans and specifications related to the construction of the Project tracks, for review and comment. The Department shall review and concur with all contract awards.
 - b. Grantee shall follow procurement procedures for construction and materials as outlined in North Carolina General Statutes Chapter 143, Article 8.
 - c. Grantee shall comply with North Carolina General Statutes Chapter 143 §64.31 in procuring architecture, engineering, and construction management services.
 - d. Grantee shall comply with North Carolina General Statutes Chapter 136 §28.7 ('Buy American').
 - e. Grantee is responsible for compliance with any and all environmental regulation relating to the expenditure of public money in North Carolina.
7. It is agreed that the rail industrial access tracks, once constructed, will be owned by the Grantee or the industry served and that upon completion of the Project the track owner will be responsible for maintaining the Project tracks.
 8. This Agreement is personal to the Grantee and shall not inure to the successors or assigns of the Contractor without the written approval of the Department.
 9. Per North Carolina Administrative Code 09 NCAC 03M.0703, all grant records should be maintained for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.
 10. The Grantee and its contractors will permit the Department and/or the Office of the State Auditor to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit all books, records, and accounts pertaining to the Project including books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Grantee shall make such materials available at its office at all reasonable times during the Agreement period, and for five (5) years or until all audit exceptions have been resolved, whichever is longer, from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section and/or Office of State Auditor. The Grantee shall permit the Department and/or Office of State Auditor full access to the Project site before, during, and after construction.

11. The Grantee and its contractors shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 and shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, or national origin.
12. Non-state grantees and private entities are required to comply with the reporting requirements in North Carolina General Statute 143C-6-22 and 23 (2006-203, s. 3; 2007-323, s. 28.22A(o); 2007-345, s. 12.) and North Carolina Administrative Code Title 09, section 03M-.0205 (Eff. July 1, 2005). They specify that non-state grantees that receive state funds between \$25,000 and \$500,000 must file annually with the Department the following:
 - (A) State Grants Compliance Reporting: Receipt of \$25,000 or more;
 - (B) Schedule of Receipts and Expenditures;
 - (C) Program Activities and Accomplishments Report.

All reporting requirements shall be filed electronically with the office of State Budget & Management within six months after the end of the grantee's fiscal year in which the State funds were received.

13. Upon requesting any payment under this agreement, Grantee shall file with the Department a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds and shall include actions to be taken by the Grantee's or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Department may disburse the grant funds. (N.C.G.S. 143C-6.23(b))
14. All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address,

street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Shirley Williams, Environmental and Planning Manager NCDOT Rail Division 1553 Mail Service Center Raleigh, NC 27699-1553 Telephone 919-707-4718 Fax 919-715-6580 Email srwilliams@ncdot.gov	Shirley Williams, Environmental and Planning Manager NCDOT Rail Division 1 S. Wilmington Street, Room 555 Raleigh, NC 27601

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Contact/Title: Michael W. Jarman, County Manager Grantee: Lenoir County Address: PO Box 3289 Kinston, NC 28502 Telephone 252-559-6456 Fax 252-559-6454 Email mjarman@lenoir.co.nc.us	Contact/Title: Michael W. Jarman, County Manager Grantee: Lenoir County Address: 130 South Queen Street Kinston, NC 28502

15. Per OMB Circular A-133, Part 3 section I Compliance Supplement, Grantee is prohibited from contracting with or making subawards under transactions covered by this agreement to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

Grantees receiving individual awards for \$25,000 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred. Grantee may rely upon the certification unless it knows that the certification is erroneous. Grantee agrees that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

16. The Grantee agrees to indemnify and hold harmless the Department, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Agreement or which may be caused by or result from the construction, maintenance, and use of the Project.
17. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
18. Parties may terminate this Agreement by mutual consent, with 60 days' notice to the other party, or as otherwise provided by law. Subject to the provisions of 19A NCAC 06B .0417, the Grantee shall have the right to keep all amounts already paid by the Department in the event of a termination.
19. If, through any cause, the Grantee shall fail to fulfill its obligations under this Agreement in a timely and proper manner, the Department shall have the right to terminate this Agreement by giving written notice to the Grantee of 60 days to remedy the default. If after 60 days the Grantee has not cured the default the Department may terminate the agreement.
20. If during the first five (5) years following project completion, the Project tracks are abandoned, relocated, or sold without a grant assignment or without written approval of the Department, the track owner shall repay the Department its contribution to the cost of construction and materials, less depreciation. The Department further reserves the right to demand repayment if: (1) during the first five (5) years following project completion, rail use falls below the goal levels as specified in the industry certification; or (2) If during the first

two (2) years following project completion job creation falls below the goal levels as specified in the industry certification completed in accordance with section 5 and attached as Exhibit B.

21. The parties acknowledge the requirements of N.C.G.S. § 133-32. In addition, the Department and its employees are bound by the provisions of Executive Order 24 (issued by Governor Perdue on October 1, 2009), which bans State employees from accepting or receiving gifts. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

22. MBE / WBE Goal: 0% MBE and 0% WBE
In compliance with state policy Grantee, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Minority Business and Women Business Enterprises (MBE/WBE) policy which requires goals to be set and participation to be reported as more fully described in the Procurement section of this Agreement.

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Business and Women Business Enterprises (MBE/WBE), or as required and defined in NCGS 136-28.4 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference at:

<http://www.ncdot.gov/doh/preconstruct/ps/Word/sp1g68.doc>

- Grantee shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If Grantee fails to comply with these requirements, the Department will withhold funding until these requirements are met.

In witness whereof, this agreement has been executed by the Department and the Grantee by and through duly authorized representatives, and is effective the date and year first set forth hereinabove.

Lenoir County

BY: _____

TITLE: _____

(SEAL)

ATTEST: _____

(COMMISSIONER OF OATH)

EMPLOYER TAX IDENTIFICATION NUMBER: _____

FISCAL YEAR END DATE: _____

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

DEPARTMENT OF TRANSPORTATION

BY: _____

(DEPUTY SECRETARY FOR TRANSIT)

(SEAL)

ATTEST: _____

SECRETARY TO THE BOARD OF TRANSPORTATION
AND CUSTODIAN OF THE SEAL OF THE
DEPARTMENT OF TRANSPORTATION

EXHIBIT A

Estimated Project Cost for Lenoir County: \$219,975

Project: Build a 916 foot spur

Turnout	1	EA	\$37,000	\$37,000
100 LB. No. 1 Track	916	TF	\$133.19	\$122,000
Bumping Post	1	EA	\$3,000	\$3,000
Grading	1	LS	\$57,975	\$57,975

TOTAL \$219,975

NCDOT Share Up to \$95,000

DOT share is 35 percent of total cost up to a maximum \$95k whichever is less.

EXHIBIT B



NCDOT RIAP-1095
Rev. February 2004

Rail Industrial Access Program
NCDOT Rail Division

INDUSTRY COMMITMENT FORM

As Vice President, Operations & Engineering (*title*) of Pactiv Corporation (*industry*) in consideration of the Rail Industrial Access funds to be granted by North Carolina Department of Transportation to Pactiv Corporation (*Grantee*) to finance the construction of a rail spur track, I commit to the following actions:

- A. Shall undertake and carry out the construction or expansion in North Carolina as described in the project application.
- B. Shall create a minimum of 52 jobs per year.
- C. Shall ship or receive a minimum of -114 (estimate only) carloads of freight per year.

Signature  Date 4/20/12

Attachment 2
Form W-9 Vendor Registration

SUBSTITUTE FORM W-9

VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP: ENTER YOUR LEGAL BUSINESS NAME

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

BUSINESS DESIGNATION: [] INDIVIDUAL (use Social Security No.) [] SOLE PROPRIETER (use SS No. or Fed ID No.)
[] CORPORATION (use Federal ID No.) [] PARTNERSHIP (use Federal ID No.)
[] ESTATE/TRUST (use Federal ID no.) [] STATE OR LOCAL GOVT. (use Federal ID No.)
[] OTHER/SPECIFY _____

SOCIAL SECURITY NO. _____ (Social Security #)
OR
FED.EMPLOYER IDENTIFICATION NO. _____ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:
REMIT TO ADDRESS: STREET / PO BOX: _____
CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.
What is your firm's ethnicity? [] Prefer Not To Answer, [] African American, [] Native American, [] Caucasian American, [] Asian American, [] Hispanic American, [] Asian-Indian American, [] Other: ()
What is your firm's gender? [] Prefer Not to Answer, [] Male, [] Female Disabled-Owned Business? [] Prefer Not to Answer, [] Yes, [] No

IRS Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at http://www.irs.gov/pub/irs-pdf/fw9.pdf .

NAME (Print or Type) _____

TITLE (Print or Type) _____

SIGNATURE _____

DATE _____

PHONE NUMBER _____

To avoid payment delays, completed forms should be returned promptly with signed agreement.

Attachment 3
Sample NCDOT
Request for Reimbursement

Copy on Grantee Letterhead
 NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, RAIL DIVISION
 REQUEST FOR REIMBURSEMENT
 RAIL INDUSTRIAL ACCESS PROGRAM

Project Sponsor: Lenoir County		
Industry: Pactiv Corporation		
WBS Element: 43834		Rail Fiscal Number: 13-IN-001
Invoice Number:	Prepared by:	Title:
Telephone:		Fax:
Period Covered From:		To: Date Prepared:

Description	Approved Budget	Expenditures This Period	Cumulative Expenditures to Date	Remaining Balance
Turnout	\$37,000.00			\$37,000.00
Track	\$122,000.00			\$122,000.00
Bumping Post	\$3,000.00			\$3,000.00
Grading	\$57,975.00			\$57,975.00
				\$0.00
				\$0.00
Total	\$219,975.00	\$0.00	\$0.00	\$219,975.00

TOTAL COST THIS PERIOD		
LOCAL SHARE (__%)		
STATE SHARE (35%)		Not to Exceed: \$95,000
AMOUNT DUE THIS INVOICE		
PERCENT OF PROJECT COMPLETED (__%)		

CERTIFICATION OF COMPLIANCE

SIGNATORY SHOWN BELOW CERTIFIES THAT THE PROJECT TRACK HAS BEEN APPROVED BY THE RAILROAD, BEEN USED IN REVENUE SERVICE, AND GRANTEE HAS COMPLIED WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL POLICIES, RULES AND REGULATIONS, AND STATUTES INCLUDING COMPLIANCE WITH APPLICABLE ENVIRONMENTAL POLICIES, RULES, REGULATIONS, AND STATUTES.

ATTACH SUPPORTING DOCUMENTATION AND PROOF OF PAYMENT FOR THE ABOVE EXPENSES. *Examples: contractor invoices and copies of cancelled checks.*

SIGNATURE:	PRINT NAME:
MAKE CHECK PAYABLE TO:	

ATTACHMENT 4
SUBCONTRACTOR PAYMENT
INFORMATION

**State of North Carolina
Department of Transportation
Subcontractor Payment Information**

Submit with Invoice To: Business Officer
North Carolina Department of Transportation
Rail Division
1553 MSC
Raleigh, NC 27699-1553

Firm Invoice No. Reference _____
NCDOT PO / Contract Number _____
WBS No. (State Project No.) _____
Date of Invoice _____
Signed _____

Invoice Line Item Reference	Payer Name	Payer Federal Tax Id	Subcontractor / Subconsultant/ Material Supplier Name	Subcontractor / Subconsultant / Material Supplier Federal Tax Id	Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice
Total Amount Paid to Subcontractor Firms					\$ _____	

NOTE: - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/Subconsultants/Material Suppliers on the above referenced project.

Signature _____ Title _____
Print Name _____ Date _____

Attachment 5

Bid Requirements

Formal and Informal Bid Requirements

Formal Bidding (NCGS 143-129)

For materials or equipment purchases (\$90,000 or more public funding) and construction and repair work (\$500,000 or more public funding).

1. Prepare plans & specs that adequately describe work and material.
2. Advertise in local newspaper of general circulation.
3. Receive at least three bids.
4. Bids should remain sealed until opening date and time.
5. Open at a specific date, time and place.
6. Prepare a written public record of bids process including companies contacted, date, contact person & bid amount.
7. Make award to the lowest responsible bidder (considering quality, performance, time specified)
8. Provide consideration to MBE and WBE contractors

Receive approval of selected bidder from DOT!

Send the Department

- A copy of bid documents & bid list (prior to soliciting)
- A copy of newspaper advertisement
- Tabulation (or list) of bid results & recommended contractor (prior to bid any contract award)
- A copy of proposed contract with selected bidder
- A copy of the executed contract to the Rail Division

Informal, Competitive Bids (NCGS 143-131)

Informal competitive bidding is required for:

- Construction and repair work with an estimated expenditure of public money of \$30,000 to \$499,999.
- Purchase of supplies, materials and equipment with an estimated expenditure of public money of \$30,000 to \$89,999.

Bidding Requirements:

At least three bids/quotations are desired in the solicitation process.

1. Plans and specifications must be prepared that adequately describe the work and material required for the project.
2. Grantee must keep a public record of informal bid process including information regarding companies contacted, date, contact person and bid/quotation amount.

3. Contract must be awarded to “lowest responsible bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract”.
4. While no particular procedures need be followed in receiving informal bids, whatever procedure and requirements are adopted should apply uniformly to all the informal bids and bidders on any particular contract. (For example, if a bid deposit is required from one bidder, an identical deposit should also be required from all of the other bidders that submit proposals).
5. In the selection process consideration should be given to Minority and Women Business Enterprises.

Rail Division Approval

The Grantee must:

- a. Send to the DOT to review the proposed bid package including drawings and specifications
- b. Send to the DOT a tabulation of bids results and a recommended contractor
- c. Receive approval of the selected bid from the Rail Division
- d. Execute the project contract in writing
- e. Send to the DOT a copy of the executed contract with the selected bidder.

Attachment 6
Checklist for RIAP Projects

RIAP PROJECT CHECKLIST

Industry _____
 Industry Contact _____
 Rail Fiscal Number _____
 WBS Number _____

Date Complete	<input type="checkbox"/>	Responsible Party	Item	RIAP Notebook Appendix Reference	Comments
APPLICATION (PHASE II)					
	<input type="checkbox"/>	Applicant	Application form (updated)	Appendix 2	
	<input type="checkbox"/>	Applicant	Industry Commitment form (updated)	Appendix 2	
	<input type="checkbox"/>	Applicant	Railroad Commitment form (updated)	Appendix 2	
	<input type="checkbox"/>	Applicant	Property Easement Certification form (updated)	Appendix 2	
	<input type="checkbox"/>	Applicant	Safety Pledge form (updated)	Appendix 2	
	<input type="checkbox"/>	Applicant	County/City resolutions of support (updated)	Appendix 2	
	<input type="checkbox"/>	Applicant	Project budget (updated)	N/A	
	<input type="checkbox"/>	Applicant	Project map (updated)	N/A	
	<input type="checkbox"/>	NCDOT	Application and budget review	N/A	
	<input type="checkbox"/>	NCDOT	Request for funding approval	N/A	
	<input type="checkbox"/>	NCDOT	BOT approval	N/A	
GRANT AGREEMENT (PHASE III)					
	<input type="checkbox"/>	NCDOT	Send Award letter	N/A	
	<input type="checkbox"/>	Grantee	Sign & submit grant agreement (2 copies)	Appendix 3	
	<input type="checkbox"/>	Grantee	Conflict of Interest Policy	Appendix 3	
	<input type="checkbox"/>	Grantee	W-9 Employer Taxpayer ID form	N/A	
	<input type="checkbox"/>	NCDOT	Execute grant agreement	N/A	
BID PACKAGE(S)					
	<input type="checkbox"/>	Grantee	Track construction plans & specifications	N/A	
	<input type="checkbox"/>	Grantee	Project Special Provisions	Appendix 6	
	<input type="checkbox"/>	Grantee	Bid Sheet(s)	Appendix 6	
	<input type="checkbox"/>	Grantee	Bid Form(s)	Appendix 6	
	<input type="checkbox"/>	Grantee	Invitation to Bid letter	Appendix 6	
	<input type="checkbox"/>	Grantee	Bid advertisement	Appendix 6	
	<input type="checkbox"/>	Grantee	MBE/WBE participation (if applicable)	Appendix 6	
	<input type="checkbox"/>	NCDOT	Review/Approval of bid package	N/A	
BIDDING & CONTRACT AWARD (PHASE IV & PHASE V)					
	<input type="checkbox"/>	Grantee	Solicit competitive bids (at least 3)	Appendix 6	
	<input type="checkbox"/>	Grantee	Submit Tabulation of Bids Received	Appendix 6	
	<input type="checkbox"/>	Grantee	Submit recommended bid award	Appendix 6	
	<input type="checkbox"/>	NCDOT	Approve contract award	N/A	
	<input type="checkbox"/>	Grantee	Execute construction contract	N/A	
	<input type="checkbox"/>	Grantee	Submit contract to NCDOT	N/A	
	<input type="checkbox"/>	Grantee	Submit construction schedule to NCDOT	N/A	
	<input type="checkbox"/>	Grantee	Notify NCDOT of significant project changes	N/A	
	<input type="checkbox"/>	NCDOT	Review/Approval of significant project changes	N/A	
REIMBURSEMENT (PHASE VI)					
	<input type="checkbox"/>	Grantee	Request for Reimbursement form	Appendix 8	
	<input type="checkbox"/>	Grantee	Subcontractor Payment form (DBE-IS)	Appendix 8	
	<input type="checkbox"/>	Grantee	Contractor, subcontractor, & vendor invoice(s)	N/A	
	<input type="checkbox"/>	Grantee	Proof(s) of payment	N/A	
	<input type="checkbox"/>	Grantee	Railroad Acceptance form	Appendix 7	
	<input type="checkbox"/>	Grantee	No Overdue Tax Debts form	Appendix 8	
	<input type="checkbox"/>	Grantee	Photos: before & after construction (taken from same vantage point)	N/A	
	<input type="checkbox"/>	Grantee	Waybill or photo of track in use (taken from same vantage point as above)	N/A	
	<input type="checkbox"/>	Grantee	Written verification that constructed track length = bid package design length	N/A	
	<input type="checkbox"/>	NCDOT	Review of request for reimbursement package	N/A	
	<input type="checkbox"/>	NCDOT	Fiscal review/payment of invoice	N/A	
PROJECT MONITORING & AUDIT (PHASE VI & PHASE VII)					
	<input type="checkbox"/>	Grantee	Submit annual electronic financial/progress reports to NC OSBM	Appendix 11	
	<input type="checkbox"/>	Grantee	Submit Project Monitoring form to NCDOT (Year 1 post-construction)	Appendix 9	
	<input type="checkbox"/>	Grantee	Submit Project Monitoring form to NCDOT (Year 2 post-construction)	Appendix 9	
	<input type="checkbox"/>	Grantee	Submit Project Monitoring form to NCDOT (Year 3 post-construction)	Appendix 9	
	<input type="checkbox"/>	Grantee	Submit Project Monitoring form to NCDOT (Year 4 post-construction)	Appendix 9	
	<input type="checkbox"/>	Grantee	Submit Project Monitoring form to NCDOT (Year 5 post-construction)	Appendix 9	

Attachment 7
Sample Conflict of Interest Policy

CONFLICT OF INTEREST POLICY EXAMPLE

Instructions: This document is intended as an aid to assist non-State entities in establishing a conflict of interest policy. It is not intended to be used verbatim, but rather to serve as a template for nongovernmental organizations as they craft their individual conflict of interest policy. This example includes definitions of what is considered unacceptable, and the consequences of any breaches thereof. Each organization that chooses to use this template should take care to make changes that reflect the individual organization.

Conflict of Interest Defined:

A conflict of interest is defined as an actual or perceived interest by a (staff member/Board member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an employee/Board member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an employee and a Board member, or a person who is an employee and who hires family members as consultants.

Employee Responsibilities:

It is in the interest of the organization, individual staff, and Board members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:

Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization; and
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave

CONFLICT OF INTEREST POLICY EXAMPLE

without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

Attachment 8
Sample Progress Report Form

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) RAIL INDUSTRIAL ACCESS PROGRAM

Monthly Progress Report Form

Report Period:
agreement)

(to be filed every month from the effective date of the project

1. Date:	2. Project Number:
3. Grantee:	
4. Primary Contact:	
5. Address:	
6. Phone:	7. Email:
8. Brief Project Description:	
9. Industry Name:	
10. Effective Date of Agreement*:	11. End Date of Agreement (24 mths.):
12. Anticipated Completion Date:	

** An executed agreement and NCDOT approval is required before awarding a project contract.*

Project Status (Check one under each category below):

Project Status

- Environmental Review
- Design
- RR Review/Approve Design **
- Competitive Bidding ** (see Note A below)
- Construction
- RR/NCDOT Inspection
- Request for Reimbursement (see Note B below)
- Audit (see Note C below)

Project Schedule

- Project on schedule
- Project delayed
- Project canceled
- Project complete

**** NCDOT must review the project design and specs before bidding and approve a recommended contractor before final award.**

Narrative Monthly Progress Report. *(Please provide a complete and detailed narrative status report on the project for the current reporting period. Include all progress made, problems encountered, resolution to those problems, as well as an update on the next steps for the project. Also address anticipated problems or concerns. Attach additional sheets as necessary. Attach any relevant photographs, charts or other documentation that help demonstrate the status of the project.)*

1. Summary of Activities:

2. Anticipated cost overrun/under run:

3. Problems encountered:

4. Assistance needed:

Signature – Authorized signer

Date

Note A - Bidding Requirements

- The informal bidding process requires grantees to prepare written plans and specs (bid package) that describe work and materials.
- Receive at least 3 competitive quotes.
- Maintain a public record of quotes including companies contacted, date, contact person and bid amounts.
- Make an award to the lowest responsible bidder (considering quality, performance, and time schedule)
- NCDOT may establish Minority or Women Business Enterprise goals for the project.
- Receive approval of the bid package and approval to make a contract award from NCDOT.

Note B - Request for Reimbursement (invoicing)

- Before reimbursement, the project must be completed, inspected by the Railroad and placed in revenue service.
- To receive reimbursement the grantee must provide NCDOT with a Request for Reimbursement (payment invoice)
- Copy the NCDOT Request for Reimbursement Standard form on the grantee letterhead.
- Provide with the Request for Reimbursement, supporting documentation to include, Contract Invoices, and Subcontractor Payment Information Form.
- Mail completed Request for Reimbursement to Business Officer, NCDOT, Rail Division, MSC 1553, Raleigh NC 27699.

Note C - Audit

- NCDOT-Financial Management Division/External Audit will perform an audit following project completion and grant reimbursement.
- State law also requires non-government grantees to submit audit reports found at <http://www.ncgrants.gov/>. These forms are to be submitted to the NC Office of State Management and Budget (online) within 6 months after the end of grantee's fiscal year.
- In order to access the online forms a NCID user ID and password is required. Register for Your NCID using the following link: https://ncid.nc.gov/login/login.html?MSG+CRED_CLEARED
- State laws require government grantees to submit a copy of a financial and compliance audit within 30 days after project is completed and no later than 9 months after the end of the grantee's fiscal year.

Forward completed Progress Report (at least monthly) to Shirley Williams at:

Fax No: 919-715-6580 and phone number 919-707-4718

Email address: shortlinegrants@ncdot.gov

Mailing address: Shirley Williams, NCDOT-Rail Division, 1553 MSC, Raleigh, NC 27699-1553

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 3/18/13 **ITEM NO.:** 15

RESOLUTION: Authorizing the County Manager to Execute a 60 month Service and Use Contract with Carolina Telephone LLC – East (“Embarq”) for VOIP equipment and maintenance with subsequent \$1 buyout lease agreement with CISCO to follow along with Product and Services agreement with Centurylink Sales Solutions, Inc.

SUBJECT AREA: Purchases/Bids

ACTION REQUESTED: Approval Authorizing The County Manager to execute a 60 month Service and Use Contract with Carolina Telephone LLC – East (“Embarq”) for VOIP equipment and maintenance with subsequent \$1 buyout lease agreement with CISCO to follow along with a Product and Services agreement with Centurylink Sales Solutions, Inc.

HISTORY/BACKGROUND: Lenoir County migrated to its current CISCO Unity/AVVID VOIP equipment 5 years ago. In doing so we realized savings over \$30,000 each month on phone charges. Our lease is currently up and we are paying \$5,453.44 each month to hold onto this equipment.

EVALUATION: We have looked at upgrading what we have to the latest CISCO Unity/.AVVID VOIP with phones and latest software, and we can do this for \$5,019.93 per month. This would allow us to not only have Latest Equipment under warranty, but it would realize a savings of \$4333.51 or \$5,202.12 per year.

MANAGER'S RECOMMENDATION:

Respectfully Recommend Approval.

Initials

RESOLUTION: NOW, THEREFORE BE IT RESOLVED By the Lenoir County Board of Commissioners Authorize the County Manager to execute a 60 month Service and Use Contract with Carolina Telephone LLC – East (“Embarq”) for VOIP equipment and Maintenance with subsequent \$1 buyout Lease agreement with CISCO to follow along with a Product and Services agreement with Centurylink Sales Solutions, Inc.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

Yea Votes: Davis ___ Brown ___ Best ___ Daughety ___ Hill ___

Rouse ___ Sutton ___

Reuben J. Davis, Chairman

3/18/13
Date

Attest

3/18/13
Date

**RESOLUTION SUPPORTING REGIONAL INTERSTATE CONNECTIVITY IN
EASTERN NORTH CAROLINA**

(Connecting I-795 along existing corridors US 264 and US 70, to NC 11 between US 264 and Harvey Parkway Section C)

WHEREAS, Metropolitan Planning Organizations (MPO) and Rural Planning Organizations (RPO) exist to serve as intergovernmental organizations with the purpose of addressing transportation needs and prioritizing improvement projects for assisting the North Carolina Department of Transportation (NCDOT) with developing a Statewide Transportation Improvement Program; and

WHEREAS, members of a coalition of MPO's and RPO's known as the Eastern North Carolina MPO/RPO Coalition, or Coalition, which now includes all transportation planning organizations east of I-95 in North Carolina, have met to discuss, advocate, and conceptualize a regional interstate highway system for Eastern North Carolina; and

WHEREAS, the Coalition members are committed to regional cooperation in project prioritization and the top priority highway projects for each organization; and

WHEREAS, the upgrading to Interstate standards of the existing corridors of US 264 and US 70 to provide direct connection to I-795, along with NC 11 Corridor between US 264 and Harvey Parkway Section C will provide regional, state, and national access to and from our region; and

WHEREAS, development of such an Interstate Highway System will provide for long-term economic sustainability in Eastern North Carolina, improved mobility and enhanced connectivity among the region's industrial, military, educational, medical, multi-modal transportation, airports and other regionally significant assets, provide economic development opportunities, and improve emergency evaluations; and

NOW, THEREFORE, BE IT RESOLVED, that the Lenoir County Board of Commissioners supports NCDOT's development and construction to Interstate Highway standards of a regional interstate system along US 264 and US 70 providing direct connection to I-795, along with NC 11 Corridor between US 264 and Harvey Parkway Section C, to connect with I-795 in accordance with the regional vision presented in Attachment 1.

Adopted this the 18th day of March, 2013.

LENOIR COUNTY BOARD OF COMMISSIONERS

Reuben J. Davis, Chairman

ATTEST:

Clevette F. Roberts, Clerk to the Board

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 3/18/13 **ITEM NO.:** 17

RESOLUTION: Approving Citizens to Boards, Commissions, Etc.

SUBJECT AREA: Boards and Commissions

ACTION REQUESTED: Officially and publicly appoint various applicants to various vacancies on boards, commissions, task forces, etc.

HISTORY / BACKGROUND: The County Manager/County Clerk advertises vacancies on boards, commissions, committees, task forces, etc. The County Manager/County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply on their own free will.

EVALUATION:

The following Boards currently have existing vacancies/expiring terms.

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

CURRENT VACANCIES:

- Lenoir County Health Board – (1) Veterinarian, (1) Optometrist**
- Lenoir County Planning Board – Districts One (1), Four (1)**
- Lenoir County Transportation Committee – Member At Large**
- Lenoir County Transportation Committee - Chairman**

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>

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Davis _____ Brown _____ Daughety _____
Hill _____ Rouse _____ Sutton _____ Best _____

Reuben J. Davis, Chairman

3/18/13
Date

ATTEST 3/18/13
Date