

**LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA
MONDAY, MARCH 21, 2016 – TIME: 4:00 P.M.
COMMISSIONERS' MEETING ROOM, LENOIR COUNTY COURTHOUSE
130 S. QUEEN ST., KINSTON, N.C.**

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

PUBLIC INFORMATION

Zachary Barfield, St. Baldrick's Day

PUBLIC COMMENTS

Scheduled:

Non-Scheduled:

CONSENT AGENDA: 10 Min.

ACTION

1. Approval of Minutes: Regular Board Meeting: March 7, 2016.

King

END OF CONSENT AGENDA

BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS: 40 Min.

2. Proclamation: Social Work Month.

Moore

3. Proclamation: Child Abuse Prevention Month.

Moore

4. Budget Ordinance Amendment: General Fund: DSS: \$8,130. Increase.

Moore

5. Budget Ordinance Amendment: General Fund: DSS: \$24,514. Decrease.

Moore

6. Resolution Approving Purchase Order from the State Contract Pricing: Ilderton Chrysler Jeep Dodge dealership for Fiscal Year 15-16: \$18,894.

Moore

7. Budget Ordinance Amendment: General Fund: DSS: \$45,000. Increase.

Moore

8. Resolution Authorizing Purchase Order to Charles Hughes Construction for Paving and Seal Coating at Dobbs Farm Road Site: \$23,845.

Bryan

9. Resolution Authorizing Asbestos Abatement in County Owned Building: 130 S. Queen Street (Lenoir County Courthouse Boiler Room): Enviro Assessments East, Inc.: \$8,290.

Harper

10. Resolution Authorizing the Purchase of Replacement Boiler for the Lenoir County Courthouse located at 130 S. Queen Street: \$108,854.

Harper

11. Budget Ordinance Amendment: Landfill Capital Outlay: Landfill: \$325,000. Increase.

Chestnutt

APPOINTMENTS: 5 Min.

12. Resolution Approving Citizens to Boards, Commissions, Etc. **5 Min** Board

OTHER ITEMS: 10 Min.

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

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Summary of Actions Taken at the March 7, 2016 Meeting

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| 1. | Approval of Minutes: Regular Board Meeting: February 15, 2016. | Approved |
| 2. | Proclamation St. Baldrick's Day. | Approved |
| 3. | Ordinance Regulating Flags Authorized to be Flown on Lenoir County Courthouse Flagpole. | Approved |
| 4. | Resolution Approving Proposal for Advertising and Execution of Contract for Lenoir Community College on Fourteen (14) Lenoir County Transit Vehicles. \$9,000. | Approved |
| 5. | Resolution Authorizing the Acceptance of NC AgVentures Community Grant from the North Carolina Tobacco Trust Fund Commission: \$10,000. | Approved |
| 6. | Resolution Approving the Purchase of a 2015 Ford Expedition XL 4x4 from Capital Ford, Inc.: \$28,969. | Approved |
| 7. | Budget Ordinance Amendment: Capital Improvements Fund: Vehicle Replacement: \$32,000. Increase. | Approved |
| 8. | Resolution Approving Purchase Order to Lawmen's for Two (2) Night Vision Sets: \$6,477.98. | Approved |
| 9. | Resolution Approving Purchase Order to American Uniform Sales: \$9,000. | Approved |
| 10. | Resolution Approving Purchase Order Increase to B&G Electronics: \$45,000. | Approved |
| 11. | Budget Ordinance Amendment: General Fund: Health: (Adult Health-Maternal Health). Decrease: \$2,532. | Approved |
| 12. | Budget Ordinance Amendment: General Fund: Health: (Adult Health-Family Planning). Decrease: \$12,757. | Approved |
| 13. | Budget Ordinance Amendment: General Fund: Health: (Adult Health-Promotions). Increase: \$4,160. | Approved |
| 14. | Budget Ordinance Amendment: General Fund: Health: (WIC Program). Increase: 5,063. | Approved |
| 15. | Budget Ordinance Amendment: General Fund: Health: (Adult Health – Infant Mortality). Increase to Budget: \$60,000. | Approved |

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| 16. Resolution Authorizing Purchase of a Caterpillar D6T XL Dozer for use at the Landfill:
Gregory Poole (Washington, NC): Not to Exceed \$325,000 off State Term Contract
760H. | Approved |
| 17. Resolution in Support of Connect NC Bond. | Approved |
| 18. Resolution Approving Grant of Easement. | Approved |
| 19. Resolution Approving Citizens to Boards, Commissions, Etc. | Approved |

MINUTES

LENOIR COUNTY BOARD OF COMMISSIONERS

March 7, 2016

The Lenoir County Board of Commissioners met in open session at 9:00 a.m. on Monday, March 7, 2016, in the Board of Commissioners' Main Meeting Room in the Lenoir County Courthouse at 130 S. Queen St., Kinston, NC.

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

Members Absent: None

Also present were: Michael W. Jarman, County Manager, Tracy Chestnutt, Finance Officer, Vickie F. King, Clerk to the Board, Joey Bryan, MIS Director, Robert Griffin, County Attorney, members of the general public and news media.

Chairman Hill called the meeting to order at approximately 9:00 a.m. Ms. Brown offered the Invocation and Mr. Daughety led the audience in the Pledge of Allegiance.

PUBLIC INFORMATION:

None

PUBLIC COMMENTS:

Ms. Colleen Kosinski, District Administrator Guardian Ad Litem Program, stated she is present today on behalf of the children of Lenoir County. Hundreds of children each year go through the juvenile justice system because of abuse and neglect. Each year a flag raising ceremony is held in Lenoir County in honor of all of the children who were lost as a result of abuse or neglect. For the past sixteen (16) years, the flag is flown during the month of April as a reminder to everyone of their responsibility attached to the children in our community. It is flown at the courthouse because it is the largest symbol of administration of justice and protection. Ms. Kosinski stated it is her strongest wish to be able to fly the flag of child abuse awareness during the month of April. Their scheduled rally will be April 4, 2016, in the lobby of the courthouse to kick off child abuse prevention month. The only individuals that would be in opposition of this flag should be those who abuse or neglect their children. Unfortunately, this year they will be memorializing a child from Lenoir County who was killed as a result of abuse, therefore, we would like to continue to have the opportunity to fly the flag and promote the protection of the children throughout our community.

CONSENT AGENDA:

1. Approval of Minutes: Regular Board Meeting: February 15, 2016.

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

BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS:

Item No. 2 was a Proclamation honoring St. Baldrick's Day. Ms. Brown read the proclamation. Upon a motion by Ms. Sutton and a second by Mr. Daughety, Item No. 2 was unanimously approved.

Item No. 3 was a Ordinance Regulating Flags Authorized to be Flown on Lenoir County Courthouse Flagpole. Mr. Hill read the ordinance and asked the wish of the Board. Mr. Rouse stated in light of the comments made he would like to see some type of amendment made as an alternate, like adding an additional flag pole for the different groups. Mr. Hill stated he would like to see this ordinance passed as it is currently written. This is really about individual rights and what our responsibility is as a government. However, this is the point of our discussion if we continue to fly the different flags then we put ourselves in a position where we can be engaging in discriminatory practices. If we don't allow any group then that action is on us as a Board. The flip side is we take this ordinance and stop it and we allow the individual groups to be responsible for their actions. This has not been about denying anyone the right to take on an activity, but this will not be the first request that we will have. There will be more requests, and while this has been politicized, the effort is to stop politicking the flag pole. What we offer is an alternative, asking these groups to come up with some alternative ways to do that because there are other places available. Mr. Hill stated that he agrees we are the judicial system, and as a judicial system we have to remain impartial. As an example step back and look at it from a broad perspective "if I'm here on trial for child abuse as someone coming to the courthouse and I want to enter a courthouse that will be impartial and I have to walk by a flag that's promoting child abuse prevention" "the same thing is true for African American that coming to court on the date of the 4th the day the confederate flag will be flown", it puts us in an impartial situation. Mr. Rouse stated what he was alluding to is this Board should develop a set of rules or guidelines for a separate pole and have the individuals report to the Board for directions and they would still have a voice. Ms. Sutton stated the Board would be right back in the same predicament, so approving the ordinance would be the right thing to do, because it does not discriminate against anyone and the same rules apply. Mr. Daughety stated if the ordinance is passed it will only pertain to the flag pole, but it does not prohibit events like was held this weekend and it would not keep the public from gathering on the courthouse steps and standing next to the flag pole with their own flag and flag pole. However, it is regretful in this era of political correctness that we have to have an ordinance like this that harms efforts of Ms. Kosinski for the children. This is probably the simplest and best way to handle this, because we don't want to get too regulated and infringe on people rights. Mr. Daughety stated he is not in favor of having any ordinances prohibiting this type action, but if they are going to enforce one all should be banned as well, just as long as they don't get into regulating events like this weekend so people will have a freedom of expression. Ms. Brown mentioned on the day the flag is flown for the child abuse prevention they always place bows on the columns why not allow the flag to be extended between the two bows. Mr. Rouse asked if the Board could leave it the way it is and just vote on the item each time, because if they made an exception for one, they would have to make them for everyone, and they should be consistent. Ms. Sutton stated this is not what she wants to do but it is the right thing to do. Upon a motion by Ms. Sutton and a second by Mr. Daughety, Item No. 3 was unanimously approved.

Mr. Jarman stated for point of clarification and for the record since it is an ordinance with a unanimous vote you only have to do it once. Attorney Griffin stated that was correct and if it had not been passed unanimously then this would have been the first reading it would come back for a second reading, but since its unanimous it is final as of today. Ms. Sutton stated this would remain in force until it's otherwise changed. Mr. Jarman replied yes, and it will be placed in the ordinance book. Mr. Jarman stated so the public would understand, Commissioner Daughety was correct referencing other events being held at the courthouse and the commissioners will not be forced to make decisions regarding them. Law enforcement at the city and county level and county manager will be involved to ensure citizens are receiving the right permission. We look at it from a public safety aspect as to when, how, and what they are doing, so it will be regulated but not as to content. They can hold the flag out front but it won't be this Board saying we agree or disagree with the topic, it will be administrative offices and managerial staff taking it from a safety standpoint and it won't harm public or property. Mr. Hill stated the decision made has given the administrative staff a tool that will allow them to operate in a manner without having to pick or choose. Ms. Sutton stated by doing this, it have take the commissioners out of the mix. If we would have left it like it was it would appear that we would have to take sides and that is not what we are there for, and now it is no longer an issue. Mr. Hill thanked everyone for their part in the discussion.

Item No. 4 was a Resolution Approving Proposal for Advertising and Execution of Contract for Lenoir Community College on fourteen (14) Lenoir County Transit Vehicles. Ms. Angie Greene, Transit Director, stated Lenoir County Transportation began operation in October 1994 and provides transportation to the residents of Lenoir County, serving both Human Service agencies and the general public. The Lenoir County Transportation Program is a partnership between the North Carolina Department of Transportation/Public Transportation Division (DOT/PTD) and Lenoir County Government. July 1, 2007, Lenoir County Transit chose to market advertisements and to allow all revenues to be allocated to the transit system. Lenoir Community College provides quality education in Lenoir County and its surrounding counties. They offer a wide range of studies and various degree programs. Lenoir County Transit and Lenoir Community College are requesting the Lenoir County Board of Commissioners approve the placement of advertisements on fourteen (14) LCT vans. Based on \$100/month for the first advertisement and \$50/month for each additional advertisement we are anticipating \$9,000 in revenues for a twelve (12) month period. ($\$100/\text{month} \times 1 \text{ advertisement} \times 12 \text{ months} = \$1,200$, $\$50/\text{month} \times 13 \text{ advertisements} \times 12 \text{ months} = \$7,800$, total Lenoir County Transit Revenue = \$9,000). Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 4 was unanimously approved.

Mr. Daughety stated we help fund Lenoir Community College and yet we are charging them to advertise on county vehicles and they help the community tremendously. It appears we are passing money from the left to the right hand. He mentioned he is all for raising revenue, but should we be charging Lenoir Community College to advertise on Lenoir County vans? Mr. Hill stated the college could not advertise unless someone paid for it, so, either the county would have to pay for it and still be responsible for funding LCC as they will advertise anyway through a public or private sector. Ms. Greene stated LCC have an allotted amount of money set aside for advertisement and they choose to advertise with the county on the vans because it gives them a broader advertisement. Mr. Jarman stated its unknown what pot of money they are using, it could be state, federal, etc.

Mr. Best asked since the agreement was for a twelve (12) month period does that keep others from advertising? Ms. Greene replied no, there are two (2) ads that can be placed on each vehicle, and LCC is advertising on the passenger/curb side and we have twenty-two (22) sides that can be used for advertising.

Item No. 5 was a Resolution Authorizing the Acceptance of NC AgVentures Community Grant from the North Carolina Tobacco Trust Fund Commission: \$10,000. Ms. Eve Honeycutt, Cooperative Extension Live Stock Agent, stated the grant award was announced in mid-February. Upon acceptance, the first check should arrive within 4-6 weeks. Purchasing will begin upon receipt of funds and active use of the equipment should start by late summer. Cattlemen in Lenoir, Greene, and Pitt counties will have access to the equipment. Many farms in Lenoir County diversify their operations with the addition of cattle. However, because cattle are only a side item to bigger farms, most families lack adequate facilities to safely work their animals. Working cattle involves ear tagging, vaccinating, deworming, castrating, and sorting. These tasks are virtually impossible if the farmer does not have access to equipment that will keep him safe and the cattle properly restrained. Cooperative Extension has been awarded a \$10,000 grant that will be used along with other funds acquired to purchase portable cattle handling equipment that will be shared within the community. This equipment includes a portable chute and head gate, portable scales, portable corral system, and a livestock trailer. The equipment will be housed in the Lenoir County Livestock Arena. Cooperative Extension will also use the equipment to hold demonstrations and field days to teach safe cattle handling and husbandry techniques. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 5 was unanimously approved.

Item No. 6 was a Resolution Approving the Purchase of a 2015 Ford Expedition XL 4x4 from Capital Ford, Inc.: \$28,969. Mr. Roger Dail, EMS Director, stated the EMS Community Paramedic is based out of the main Emergency Services Building located at 200 Rhodes Avenue in Kinston. The Community Paramedic is required to attend in-county and out-of-county meetings, visit pre-identified patients requiring specialized assistance in the management of their health care. This position also provides any necessary assistance to all EMS personnel stationed throughout Lenoir County and is subject to respond to calls during each duty day, with the majority of those calls being driven emergency lights and siren. As a result of the job responsibilities, the Community Paramedic requires a county-issued vehicle to adequately perform the assigned duties. The Community Paramedic's vehicle is a 2004 Ford Explorer, with a current mileage of 166,000. This vehicle is currently mechanically out of service, with service technicians recommending replacement. Upon a motion by Ms. Sutton and a second by Mr. Best, Item No. 6 was unanimously approved.

Item No. 7 was a Budget Ordinance Amendment: Capital Improvements Fund Vehicle Replacement: \$32,000. Increase. Ms. Tracy Chestnutt, Finance Director, stated the purpose of this amendment is to appropriate an increase to the vehicle replacement fund to cover expenditures unbudgeted for ambulances. A line item transfer will be completed in the general fund to cover the increase in the budgeted transfer to vehicle replacement fund by reducing the EMS Department budget. Upon a motion by Mr. Davis and a second by Ms. Brown, Item No. 7 was unanimously approved.

Mr. Rouse asked if this was a one-time or an on-going issue. Mr. Jarman replied, one-time. For clarification, we budgeted \$140,000 which is generally the purchase price of an ambulance.

We can either purchase a new ambulance or re-box two (2) and the re-boxing has become a bit expensive, instead of \$70,000 its \$80,000 and we actually remounted two this year. Each year during the budget session we try to budget enough to purchase a new ambulance or remount two which will be ongoing, just as we do vehicle replacement for the Sheriff's Department. Mr. Rouse asked will we remount two every year? Mr. Jarman replied we either purchase one or remount two. Mr. Jarman stated we have been remounting for a while and now we are getting to a situation with some old boxes and technology changes that will force us to make new purchases. Mr. Dail stated every year EMS tries to evaluate if it is best to purchase or remount. For the past several years we felt the best use of money would be to remount which has saved us a lot of money. Currently we are getting to the point where we can only remount a certain number of times. Mr. Rouse asked how many ambulances do they currently have? Mr. Dail replied twelve (12). The prices of ambulances are rapidly increasing and it's been a while since we purchased a new one. Mr. Dail stated if he had to estimate the cost of a new ambulance it would be approximately \$140,000-\$160,000. Mr. Daughety stated if at an estimate the price of a new ambulance is \$140,000-\$160,000 and the replacement for the box approaching \$80,000-\$85,000 it seem like we are getting to that point where it's better to purchase instead of remounting the boxes. Mr. Dail stated probably within the next year or two they will be to the point where they have done all the remounting they could do. Mr. Rouse asked what is the useful life of an ambulance before remounting is required? Mr. Dail replied there is not a set time you would have to consider repair costs and other factors. We just switched over to gas from diesel because we were very disappointed with diesel, so we have not had it long enough for us to determine. By using a gas motor it is a lot less to service. With diesel, we may have gotten two years out of them. Mr. Jarman stated years ago we leased several trucks for a five year period and they were worn out before we were finished paying for them. Some had a couple hundred thousand miles on them, and you can get a lemon in any purchase, once your repair bills exceed \$30,000-\$40,000, you really have to question putting any more money in that vehicle. The trucks get various usages and there are changes because we are no longer providing nonemergency transports which have affected the costs and could wear out one in three-four years tops. Ms. Brown stated she was in favor of the new ambulance because she experienced a ride in one recently, and it was a very bad and bumpy ride. The attendant in the ambulance asked her to please tell Mr. Dail about her experience in the ambulance. Mr. Davis asked Mr. Dail if he was receiving a big price break by getting a 2015 rather than a 2016. Mr. Dail replied they were currently getting what was available. Mr. Jarman stated at the end of the day if Mr. Dail doesn't find one then we could be forced to wait until the 2016 pricing charts are out. This past year when the Sheriff's department was looking at some of the models they were seeking an explorer, and they saw a new model which was not on the state contract and when it did it there was quite an increase in the price. If we have to look at a 2016 it could be at a different price. Mr. Dail has already started working on his list of vehicles, so we will have a more updated list to see if we need to change our replacement schedule and more information on the mileage and the years of the service in the budget information.

Item No. 8 was a Resolution Approving Purchase Order to Lawmen's for Two (2) Night Vision Sets: \$6,477.98. Ryan Dawson, Major, stated in 2009, the Lenoir County Sheriff's Office purchased twelve (12) Night Vision sets to aid the Special Response Team and other specialized units with investigations, apprehensions and other night time operations. This equipment has proven to be useful numerous times since acquired. As with any piece of equipment, normal wear will cause the units not to work which is what has occurred with two (2) sets.

Major Dawson stated based on the age of this equipment and changes in technology they budgeted for the purchase of two (2) units this fiscal year. This purchase will allow them to begin a replacement schedule of two (2) units per year to assure deputies will have this equipment to aid in their safety while conducting high risk operations. This will be the first year of the replacement schedule. Upon a motion by Mr. Daughety and a second by Ms. Brown, Item No. 8 was unanimously approved.

Item No. 9 was a Resolution Approving Purchase Order to American Uniform Sales: \$9,000. Ryan Dawson, Major, stated the Lenoir County Sheriff's Office currently uses ASP expandable batons to give deputies a tool to defend themselves when confronting a person resisting or attacking. Detention Officers are trained to use this same tool during their certification classes but have never been issued one. He wishes to equip all detention officers with an ASP expandable baton to use in the detention center during incidents, while conducting normal operations, and in the event an inmate may assault them. This order will also allow them to keep an additional 10 batons in case one is required to be taken out of service. Upon a motion by Ms. Brown and a second by Mr. Daughety, Item No. 9 was unanimously approved.

Item No. 10 was a Resolution Approving Purchase Order Increase to B&G Electronics: \$45,000. Ryan Dawson, Major, stated each year the Sheriff's Department will purchase new vehicles which require equipment purchase and installation to include emergency lights, sirens, consoles, canine carriers, striping, etc. This year we choose B&G Electronics to install equipment on seven (7) Dodge Chargers, and two (2) Ford Explorers as canine vehicles. The original purchase order for B&G Electronics was for \$35,000.00. Based on the last bill received, this purchase order is \$9,430.77 to the negative. The original purchase order was opened believing it to cover the full amount, but at the time it was not known that B&G would be the chosen seller and installer for all vehicles. There are budgeted funds to cover the invoices currently pending for this line and purchase order. Upon a motion by Mr. Rouse and a second by Ms. Brown, Item No. 10 was unanimously approved.

Item No. 11 was a Budget Ordinance Amendment: General Fund: Health: (Adult Health-Maternal Health). Decrease: \$2,532. Mr. Joey Huff, Health Director, stated the purpose of this amendment is to reduce state funds due to a reduction in the Maternal and Child Health Block grant. 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: (Adult Health-Family Planning). Decrease: \$12,757. Mr. Joey Huff, Health Director, stated the purpose of this amendment is to reduce state funds due to a reduction in the Maternal and Child Health Block grant. 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: Health: (Adult Health-Health Promotions) Increase to Budget: \$4,160. Mr. Joey Huff, Health Director, stated the purpose of this amendment is due to the increase in healthy communities to increase the number of new interventions implemented. Upon a motion by Mr. Davis and a second by Mr. Best, Item No. 13 was unanimously approved.

Item No. 14 was a Budget Ordinance Amendment: General Fund: Health: (WIC Program) Increase to Budget: \$5,063. Mr. Joey Huff, Health Director, stated the purpose of this amendment is to provide additional funding to the local Health Department to compensate for providing services to more than 100% of their assigned base caseload. These additional funds will further enhance its ability to continue with the objective of the Special Supplemental Nutrition Program for Women, Infants, and Children. Upon a motion by Mr. Davis and a second by Mr. Best, Item No. 14, was unanimously approved.

Item No. 15 was a Budget Ordinance Amendment: General Fund: Health: (Adult Health-Infant Mortality) Increase to Budget: \$60,000. Mr. Joey Huff, Health Director, stated this increase from State enables local Health Departments to implement evidence-based strategies to lower the infant mortality rate in their community. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 15 was unanimously approved.

Item No. 16 was a Resolution Authorizing Purchase of a Caterpillar D6T XL Dozer for use at the landfill: Gregory Poole (Washington, NC): Not to exceed \$325,000 off State Term Contract 760H. Mr. Joey Bryan, MIS Director, stated The Lenoir County Landfill operates an MSW (Municipal Solid Waste) transfer Station and a C & D (Construction and Demolition) cell. A landfill employee was utilizing a Caterpillar D6R until its transmission failed. We have been leasing a Dozer until we could evaluate a replacement. We looked at several different vendors including Case, John Deere, and Caterpillar. While there was some concern about the power of the old D6R, we discovered that the new D6T model is 12% heavier, and has approximately 22.38% increase in Gross horsepower and 30.27% in Net horsepower. This should more than handle the increase in power we need. The actual quoted price for the new D6T XL is \$328,328.28. The optional 5 year/5000 hour warranty is \$11,705. The Waste handling package with landfill blade is \$32,730, the PM costs \$19,750.83. We will receive a \$45,000 trade-in on old D6R and we will also receive a credit on the lease amount we have been paying on the leased dozer which in all likelihood will be around \$60,000 by the time we take delivery on the new dozer. We would then be billed \$56.00 per hour used which will come to approximately \$5,264. The total with tax is estimated to be \$312,355.71. However due to the delivery time of 3 months we are using estimates on the reimbursement of lease amounts and the cost of the actual hours used. The reason we requested a not to exceed purchase order is because while we have a price, Caterpillar will be refunding/rebating the \$10,000 per month we have paid for leasing and the charge of \$56 per hour used. Also, since the delivery is two or three months away, we're unable to total all of the rebates, credits, and hours used. We are financing the dozer at 3.2% over eighty-four (84) months. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 16 was unanimously approved.

Mr. Daughety stated for clarification for himself and for the public is this being paid out of the landfill fund. Mr. Bryan replied the landfill is an enterprise fund much like transit and it is self supporting from the fees. Mr. Bryan stated the best trade-in they received was for \$23,000, and Caterpillar are giving them \$45,000. Mr. Jarman stated at the beginning of this project our first bid received was for \$680,000. Mr. Bryan did a good job researching and he actually tried to purchase the one we were leasing but it's not the one with the higher horsepower and would not fit the bill. Overall he did a great job on the project.

Item No. 17 was a Resolution Authorizing Support of Connect NC Bond in the amount of \$2 Billion. Ms. Linda Sutton stated the Connect NC bond includes \$2 billion of targeted long-term investments projects in seventy-six (76) counties. Infrastructure investments are vital to NC's competitiveness. Connect NC will pay for assets that will last for fifty (50) years and interest rates are historically low. Connect NC will not jeopardize North Carolina's strong credit ratings, and there will be no new tax increases as a result of Connect NC. Locally the Connect NC Bond will provide \$8,001,502 for Lenoir Community College to address longstanding critical facility needs related to the health and safety of students, employees, and guests. These dollars will support the renovation and repair of aging facilities to keep current with training for the 21st century. The Connect NC Bond will provide \$85 million for the Plant Sciences Complex at North Carolina State University to establish NC as the world leader in plant sciences research and innovation, spurring economic growth in our state and county's largest agriculture industry. Locally, agriculture claims nearly 29% of the economic development in Lenoir County. The bond invests \$309.5 million in statewide water and sewer loans and grants to meet the demands of a growing population. Since the passing of the last water and sewer bond in NC, our state's population has grown by more than 2 million people. The City of Kinston has identified approximately \$26 million in needed sewer system improvements including additional rehabilitation of the Briery Run Outfall, the Upper and Lower Catfish Branch Outfall and several residential line replacements; and the City of Kinston has identified approximately \$13.2 million in needed water system improvements including multiple water line replacements, tank renovations and installation of transmission loops to improve water quality. The City of Kinston depends on grants and low-interest loans in order to fund these improvements and to reduce the cost impacted to our citizens and customers. Once the Connect NC bond passes, the distribution of funds and renovations will begin. Lenoir Community College will address facility needs related to the health and safety of students, employees, and guests. The City of Kinston will begin needed sewer and water system improvements, and the Plant Sciences Complex will be constructed with the mission of research that will aid in increasing the quality production of food sources in rural North Carolina. Upon a motion by Ms. Sutton and a second by Ms. Best, Item No. 17 was approved with one descending vote by Mr. Rouse.

Mr. Rouse stated the North Carolina Association of County Commissioners (NCACC) voted this resolution down. Ms. Sutton stated as the comments were made in the resolution approval of this bond would mean over \$8 million going directly to our Lenoir Community College. In turn, they will be addressing facility needs and if the facility needs are not met then this Board will have to address them. Mr. Hill stated this bond also offer some engineering buildings being built on some of our historic black colleges across the state. It has a big impact on East Carolina University from a regional standpoint, so with this resolution, there are positives and negatives. We understand while there are no tax increases someone still has to foot the bill of the \$2 billion. Let's be mindful that we do have a state that is growing and an infrastructure that is crumbling that has to be fixed. Mr. Davis said we all have acknowledged the needs at the college and we don't have the resources in Lenoir County to foot the bill ourselves. Ms. Brown stated Governor Pat McCrory will be in Greenville, NC today to try and push this bond. Ms. Sutton stated one good thing about this bond issue is it has been a united effort to get it passed, with both Democrats and Republicans. Also, to show how important this bond is, they recently had the Dean of Life and Agriculture Sciences and his associate here in Lenoir County who provided a great presentation explaining how it would help the colleges and our citizens. Mr. Hill stated the biggest part is the research that will impact all of the local agriculture, both large and small farmers that are moving into different crops.

This is one of the very few times that agriculture has been included in a bond issue. The importance of agriculture in our state and to our county is beyond belief, and when you start looking at the numbers it's astronomical. Approximately 7-9% of the bond is agriculture related. That in itself is another reason to do what they are doing. Mr. Hill commended Lenoir Community College Board for the work they've done because their choice could have been to build or add additional square footage to their space which would have impacted our budget. The discussions we had as a Board in reference to how our budgets are interconnected certainly has been important as to sending a message as to where we are as a county, and they have taken that under consideration as they have looked at their budget. Those meetings sometimes have been volatile, but were important meetings and impacted the discussions as we moved forward. Mr. Hill stated he respects every one's position for or against this bond. Mr. Daughety stated as Commissioner Sutton alluded to, there is no local tax increase either property or sales associated with this bond. This bond is providing millions in maintenance funds which is our responsibility as a Board, and it also helps keep property taxes down in Lenoir County.

Item No. 18 was a Resolution Approving Grant of Easement. Mr. Jarman stated the county was contacted by Piedmont Natural Gas and Mr. Buddy Ritch. A representative from Piedmont and Joey Bryan met and they agreed to get the necessary paperwork together and return to the county office. They requested to run a gas line from Caswell Street near the courthouse property next to Mr. Ritch's building. We were okay with their request because we realized they needed access to the building, however, upon reviewing the paperwork giving them the right to install the line we had a problem with the wording of the last sentence that stated "Lenoir County would be assuming liability for any damages occurred". Mr. Bryan emailed Piedmont and advised them the county would not be responsible for their damages, they, in turn, contacted Mr. Ritch and stated the county's response was no. We involved this Board because we have received a new request from Piedmont in the form of an easement which is included in your agenda packet. In the past, this Board has had two (2) incidents involving easements. One situation called for power lines out in the Asphalt Road area that you agreed to grant. During that time, the debate was whether or not there would be a charge and they found a different way to access that property. The second easement you were involved with was during the construction of the new jail when you were looking at granting an easement on Highway 70 which had to be approved by state emergency services. We charged the gas company \$4,000 for the easement since they were charging us \$4,000 to provide services to the new jail. There was a fire in the basement of Mr. Ritch's building caused by an old heating system which led to his decision to convert to natural gas. In order for them to convert to natural gas they need this Board's approval.

Mr. Rich stated the church had a fire in the basement which destroyed the entire basement. They will close off the basement and disconnect all power and water and place a gas pack on the outside of the building. The church is ready to get back in the building and all he needs to hear is an approval from this Board. Mr. Daughety stated he has a concern with the contract because it has a lot of blank spaces. Mr. Jarman stated he had that discussion with the Attorney Griffin and he advised us to make sure we referenced the proper deeds and lots. If this Board approves this easement we will send it back to Piedmont to fill out all the information and we will hire an additional real estate attorney because that is outside of Mr. Griffin's contract. This is just the basic paperwork without everything official. We will make sure it has been reviewed and approved with the proper checks and balances.

Mr. Daughety asked if this is approved today will it be returned to the Board with a completed contract for approval again. Mr. Jarman replied he would be glad to bring it back before the Board but as you heard Mr. Rich state they are ready to tell Piedmont Natural Gas to move forward. If we did it that way would require a two (2) week process, or you can approve them moving forward as long as it does meet the guidelines. We will get Piedmont Natural Gas to fill it out and a real estate attorney to approve and have Mr. Griffin to approve the other groups work to assure the requirements have been met. Mr. Hill stated the second part is an administrative component. Ms. Sutton asked if Mr. Jarman was recommending approving this easement. Mr. Jarman stated his recommendation is that the Board has to decide whether or not you will grant an easement. Ms. Brown asked the way this easement read now if something goes wrong will the county or Mr. Ritch be responsible. Mr. Jarman replied in his opinion with this agreement, it would be on the gas company because they would have been granted the easement. However, this is why it will go to the attorneys to get all of the spots filled out. Mr. Alvin T. Harris, Sr. stated the church has had the area surveyed and was assured 99% that there are no pipes located in that area that would be damaged by the gas company, and they really need to get in their church as soon as possible. They are hoping the commissioners will grant this request so they can call the gas company and give them the ok to move forward. Upon a motion by Mr. Davis and a second by Ms. Sutton, Item No. 18 was approved with one descending vote by Mr. Daughety.

Item No. 19 was a Resolution Approving Citizens to Boards, Commissions, Etc. Upon a motion by Ms. Sutton and a second by Mr. Daughety, Item No. 19, was unanimously approved for Ms. Ella Hall and Mr. James L. Evans appointment to Lenoir County Nursing Home & Adult Care Board, and Mr. Dexter E. Floyd and Mr. Michael G. Haddad appointment to Lenoir Memorial Hospital Board, and Mr. Woodard H. Gurley and Mr. Bobby Merritt appointment to Lenoir County Economic Development.

Mr. Hill stated he currently serves on the Lenoir Memorial Hospital Board and Mr. Floyd has been on the Board two (2) or three (3) times and he is very consistent and always present. He has been a very solid member providing outstanding work and has a tremendous impact on the tax base. Lenoir Memorial Hospital Board changes the medical person on the board from time to time to allow involvement and Dr. Haddad will be an exciting addition to the board as well.

Item No. 20 was Items from the County Manager. Mr. Jarman stated hopefully the transit and inspections reports are self-explanatory and the only other thing was the concealed carry survey and Mr. Bryan will address that issue.

Mr. Joey Bryan stated he was tasked with creating an electronic survey based on the survey conducted in Pitt County on concealed carry weapons for county employees and the general public on county facilities, with the exception of the courthouse and the jail due to federal statutes in place. A survey was written up utilizing the online survey site Survey Monkey. We sent an email out to every county employee that had a county email address. In addition, each supervisor was asked to make sure all part-time and full-time employees that did not have an email address or access to a computer be notified about the survey and given the link and or be allowed to use a county machine to take the survey. This survey was available for access for a period of one week via a personal computer, laptop, tablet, or smart phone. After the survey was closed, of the 785 full-time and part-time employees only 300 responded which is a 38.22% response rate.

Mr. Bryan shared the four (4) questions asked along with the results of the survey. Mr. Bryan mentioned he shared the survey results at the department head meeting last month and possibly at the next commissioners meeting some of them may be speaking regarding concerns they have. Mr. Hill stated he would like to hear from our department head and also law enforcement. This would be the next step in where we are trying to go. Mr. Hill asked if there was anyone else the Board would like to hear from other than department head and law enforcement. Mr. Davis stated he felt the Superior Court Judge input would be good since he is here at the courthouse and he was instrumental in getting the guards and the metal protectors. Mr. Davis stated if the judge made a recommendation he would be inclined to go along with his recommendation. Mr. Rouse stated a good job was done with the survey and it was very informative. When you look at question 4 it shows about 67% of the people saying it would either have no impact or they would feel much safer. He's in for getting more information but at some point, he would like to know where it is going. Mr. Hill stated once they hear from law enforcement they will be ready to make a decision. Mr. Rouse asked would that be at the next meeting. Mr. Jarman stated Sheriff Ingram informed him earlier that he would be out of town today however he did provide the survey to you showing the decision of other counties. Mr. Hill stated this particular issue is extremely important and time is needed to fully investigate it. Mr. Hill asked if there was anyone else the Board would like to hear from other than department heads and law enforcement, and possibly the Superior Court Judge. Mr. Hill stated, if possible, it would be good to hear from all of the people at the same meeting so we could move forward with a decision. Mr. Jarman stated the department heads and the Sheriff are already aware of the next meeting and he feels good about them representing, but he has not idea about the judge. Mr. Jarman stated this courthouse is already set due to federal statutes. We have a survey that went out to all the employees, and he would be careful putting too much weight with a group of one or two people or a select group of people who could completely negate what we are trying to do here which is already reflected in what people feel and how they are concerned. Mr. Daughety stated he would much rather hear from the sheriff on his thoughts and how he would enforce this upon approval. Mr. Hill stated hearing from the leadership is important and it is up to the Board individually to weigh and balance this issue. We all have the ability to discern all the information and compare it to what our leadership is bringing to us. Keep in mind they have a unique perspective on this because each department has its own set of volatile issues. If we hear that on the front end I think all of us have the ability to discern and place it in the proper balance. Ms. Sutton stated they can cause the Board to face issues we may not think about. Mr. Jarman stated he understands Mr. Rouse concerns, however it's like hearing comments from citizens about decisions this Board makes but if you had all the information you had when trying to weigh in you might have made a different decision. Mr. Rouse said the people we are not hearing from that this would impact are the general citizens of Lenoir County. That is where I stress caution bringing the department heads in because he does know some of the opinions are both ways. Mr. Davis said the superior court judge should not be part of the recommendation since we are not referencing the courthouse it does not involve him. Mr. Hill stated after the Board hears from law enforcement and department heads we will be ready to move forward and bring it to the meeting and be ready to vote and make a decision.

Mr. Jarman stated the boiler at the courthouse is operating but it is very old, however, it is not operating in the manner in which the state inspector would like for it to operate. We have to gather information and deliver some things to them.

They gave us a deadline of March 25, 2016, to provide information, so this Board will most likely be having information brought to you which will share the cost of replacing the boiler. We can make it operate but we are not sure it's operating in a safe manner.

Mr. Hill asked if anyone had any upcoming meeting and dates?

Mr. Jarman replied the District meeting is April 20th. However, it does not look like there is any individual meeting with the legislative delegates. It may be easier on our delegates and everyone if we all met at the ECC luncheon. He has sent the information back to Ms. Hill who is in charge of it. Maybe we could cut out a meeting by utilizing the upcoming meeting there.

Mr. Best stated he does not have the date with him but they will have a luncheon at 11:30am – 2:00 p.m. and will have the date available at the next commissioners meeting.

Mr. Hill stated by now everyone should have received the new association directory via email. Our own Eric Rouse is serving on the board of the state County Commissioners which is a big honor and we appreciate him serving as District Director. This takes commitment and responsibility we thank Commissioner Rouse for being willing to serve in that capacity. We also have several members serving on other committees and we appreciate everyone willingness to serve because we realize each committee takes additional time with many meetings.

Mr. Davis asked for if it was possible for the ABC Board Chairman to attend a meeting to make a report and share their profits. Maybe they can make a report, at least, every 12 months.

Mr. Jarman said he would be glad to arrange that, however, our profits have been up for the last couple of years, and Brantley Uzzell has done a great job. The money will decline next year but he thinks it was a good managerial decision. We agreed to allow the profit from the ABC Board new store to accelerate their payments to reduce the debt. They have done a good job and sales have been up so overall the board members have managed it well.

Mr. Davis stated with Mr. Jarman's report maybe they don't need Mr. Uzzell to show up.

Meeting Adjourned at 10:25 a.m.

Respectfully submitted,



Vickie F. King
Clerk to the Board

**Social Work Month 2016 Proclamation
“Forging Solutions Out of Challenges”**

WHEREAS, the primary mission of the Social Work profession is to enhance well-being and help meet the basic needs of all people, especially the most vulnerable in society; and

WHEREAS, Social Work is one of the fastest-growing careers in the United States with more than 640,000 members of the profession; and

WHEREAS Social Workers work in all areas of our society to improve happiness, health and prosperity, in government, schools, universities, social service agencies, communities, the military, mental health and health care facilities; and

WHEREAS, Social Workers daily embody this year’s Social Work Month theme, “Forging Solutions Out of Challenges,” by helping individuals, communities, and society tackle and solve issues that confront them; and

WHEREAS, Social Workers have helped this nation live up to its ideals by successfully pushing for equal rights for all, including women, African Americans, Latinos, people who are LGBTQ and various ethnic, cultural, and religious groups; and

WHEREAS, Social Workers have helped people in this nation overcome racial strife and economic and health care uncertainty by successfully advocating for initiatives such as Medicaid, unemployment insurance, workplace safety, Social Security benefits, the Civil Rights Act, the Voting Rights Act, and the Affordable Care Act; and

WHEREAS, Social Workers are the largest group of mental health care providers in the United States and daily work to help people overcome depression, anxiety, substance abuse and other disorders so they can lead more fulfilling lives; and

WHEREAS, the U.S. Department of Veterans Affairs employs more than 12,000 professional Social Workers who help bolster our nation’s security by providing support to active duty military personnel, veterans and their families; and

WHEREAS, thousands of children, families and school Social Workers across the country provide assistance to protect children and improve the social and psychological functioning of children and their families; and

WHEREAS, Social Workers help children find loving homes and create new families through adoption; and

WHEREAS, Social Workers in schools work with families and schools to foster future generations by ensuring students reach their full academic and personal potential; and

WHEREAS, Social Workers work with older adults and their families to improve their quality of life and ability to live independently as long as possible and get access to quality mental health and health care; and

WHEREAS, Social Workers have helped the United States and other nations overcome earthquakes, floods, wars and other disasters by helping survivors get services such as food, shelter and health care and mental health care to address stress and anxiety; and

NOW THEREFORE, in recognition of the numerous contributions made by America’s Social Workers, I, Craig Hill, Chairman, Lenoir County Board of Commissioners, proclaim the month of March 2016 as National 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.

Mr. Craig Hill, Chairman
Lenoir County Board of Commissioners

Date

Child Abuse Prevention Month 2016 *Proclamation*

Whereas, preventing child abuse and neglect is a community problem affecting both the current and future quality of life of a community; and

Whereas, child maltreatment occurs when people find themselves in stressful situations, without community resources, and do not know how to cope; and

Whereas, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

Whereas, child abuse and neglect can be prevented by making sure each family has the support they need to raise their children in a healthy environment; and

Whereas, child abuse and neglect not only cause immediate harm to children, but also proven to increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease, obesity, and risky behavior such as smoking; and

Whereas, all citizens should become involved in supporting families to provide safe nurturing environments for their children giving them the opportunity to grow up to be caring contributing members of the community; and

Whereas, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith based communities, civic organizations, law enforcement agencies, and the business community; and

Now Therefore, I, Craig Hill, Chairman, of the Lenoir County Board of Commissioners, do hereby proclaim April 2016 as Child Abuse Prevention Month and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Mr. Craig Hill, Chairman
Lenoir County Board of County Commissioners

Date

BUDGET ORDINANCE AMENDMENT: GENERAL FUND:
DSS:\$8130.00 INCREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2015-2016
Appropriations

Budget Amendment # _____
Date Approved _____

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION	
GENERAL	SOCIAL 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>	
10-3531-3001 ADMINISTRATIVE REIMBURSEMEN	8,130.00	10-5372-1156 LIEAP-VENDOR PAYMENT	8,130.00
Total	8,130.00	Total	8,130.00

Reason and Justification for Request:
THIS BUDGET AMENDMENT REQUEST IS TO INCREASE REVENUES TO MATCH ORIGINAL ALLOCATION OF FEDERAL FUNDS FOR THE LIEAP PROGRAM. THE LIEAP PROGRAM ARE 100% FEDERAL FUNDS.

Department Head Approval <i>Susan E. Moore</i>	Date 3/10/2016	Finance Officer Approval <i>Tracy Chestnutt</i>	Date 3/14/16
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Budget Officer Approval <i>MW/arn</i>	Date 3/15/16
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Board Approval (When Applicable)	Date	Date of Minutes
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BUDGET ORDINANCE AMENDMENT: GENERAL FUND:
DSS:\$24,514.00 DECREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2015-2016
Appropriations

Budget Amendment # _____
Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		SOCIAL 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>		
<u>DECREASE</u>			<u>DECREASE</u>		
10-3531-3001	ADMINISTRATIVE REIMBURSEMEN	-24,514.00	10-5372-1150	CRISIS INTERVENTION-STAT (CIP	-24,514.00
Total		-24,514.00	Total		-24,514.00

Reason and Justification for Request:
THIS BUDGET AMENDMENT REQUEST IS TO DECREASE REVENUES TO MATCH ORIGINAL ALLOCATION OF FEDERAL FUNDS FOR THE CIP PROGRAM. THE CIP PROGRAM IS 100% FEDERAL FUNDS.

Department Head Approval <i>Susan E. Moon</i>	Date 3/10/2016	Finance Officer Approval <i>Nancy Chestnut</i>	Date 3/14/16
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Budget Officer Approval <i>[Signature]</i>	Date 3/15/16
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Board Approval (When Applicable)	Date	Date of Minutes
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INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 3/21/16 **ITEM NO.** 6

RESOLUTION: Approval of Purchase Order from the State Contract Pricing: Ilderton Chrysler Jeep Dodge dealership for Fiscal Year 15-16: \$18,894.

SUBJECT AREA: Purchase

ACTION REQUESTED: The Board is requested to approve and authorize the Social Services Director to execute a Purchase Order with Ilderton Chrysler Jeep Dodge dealership to purchase a replacement vehicle for vehicle #14 which was totaled in an accident.

HISTORY/BACKGROUND: One of Lenoir County Department of Social Services fleet vehicles was in an accident on January 8, 2016 in Raleigh, NC and was totaled. While vehicle #14 was stopped at the light facing north on SR 2213, a vehicle crossed the center lane divider and struck vehicle #14. The insurance company has settled the claim giving Lenoir County DSS \$19,000 to replace vehicle #14. This request is to purchase a replacement vehicle in the amount of \$18,894.

EVALUATION: Approval of this resolution will allow for the funds received for the insurance company to replace the totaled vehicle for Lenoir County Department of Social Services.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

MWJ

INITIALS

RESOLUTION: NOW, THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the Lenoir County Social Services Director is authorized to execute purchase orders for the purchase of a replacement vehicle off of the State contract quoted from Ilderton Chrysler Jeep Dodge dealership for FY15-16 in the amount of \$18,894.00.

AMENDMENTS:

MOVED _____ **SECONDED** _____

APPROVED _____ **DENIED** _____ **UNANIMOUS** _____

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

Rouse _____ Sutton _____

Craig Hill, Chairman

Date

Attest

Date

BUDGET ORDINANCE AMENDMENT: GENERAL FUND:
DSS:\$45,000 INCREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2015-2016
Appropriations

Budget Amendment # _____
Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		SOCIAL SERVICES		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>		
REVENUES			EXPENDITURES		
Account # and Title	Amount	Account # and Title	Amount		
<u>INCREASE</u>		<u>INCREASE</u>			
10-3531-3001 ADMINISTRATIVE REIMBURSEMENT	45,000.00	10-5350-4970 TRANS PUR	45,000.00		
Total		45,000.00	Total	45,000.00	

Reason and Justification for Request:
 THIS BUDGET AMENDMENT REQUEST IS TO INCREASE REVENUES TO COVER WORK FIRST TRANSPORTATION SERVICES FOR THE REMA THE FISCAL YEAR. THE WORK FIRST TRANSPORTATION PROGRAM IS 100% FEDERAL ELECTING CASH FUNDS.

Department Head Approval <i>Susan E. Moore</i>	Date 3/14/2016	Finance Officer Approval <i>Tracy Chestnutt</i>	Date 3/14/16
Budget Officer Approval <i>MW</i>	Date 3/15/16		
Board Approval (When Applicable)	Date	Date of Minutes	

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 03/21/16 **ITEM NO.:** 8

RESOLUTION: Authorizing Purchase Order to Charles Hughes Construction for Paving and Seal Coating: \$23,845.

SUBJECT AREA: Purchases/Bids

ACTION REQUESTED: The Board is requested to approve a proposal from Charles Hughes Construction in the amount of \$23,845 for paving work at Dobbs Farm Road Recycle site and authorize the County Manager or his designee to execute the necessary paperwork.

HISTORY/BACKGROUND: Recycling Site #1, also known as the Dobbs Farm Road Convenience Site, has had no repairs done since it was opened in 1990 thus it has some major problems including cracked asphalt and deteriorating drainage issues. We proposed making the changes as seen on the attached Drawing and scope of work. Scope of work and drawing were then sent out to vendors.

EVALUATION: The County received 3 separate quotes from vendors:

Charles Hughes Construction	LaGrange, NC	\$23,850
C. E. Turner Paving	Pink Hill, NC	\$26,800
Moses Paving Asphalt Repair	Winterville, NC	\$14,900

While Moses Paving Asphalt Repair was low bidder, they failed to address the entire scope of work presented by not addressing Site marked "D", therefore we are throwing their bid out. That means that Charles Hughes Construction provided the County with the best pricing on completing the scope of work as presented. Approval of this resolution will provide for the encumbrance of funds and payment to the contractor upon completion of the work.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

MW

Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED that the Lenoir County Board of Commissioners authorizes the issuance of a purchase order in the amount of \$23,825.00 to Charles Hughes Construction and further authorizes the Lenoir County Manager or his designee to execute the necessary paperwork on behalf of the County for the completion of the scope of work at the Dobbs Farm Convenience Site #1.

AMENDMENTS:

MOVED _____ **SECONDED** _____

APPROVED _____ **DENIED** _____ **UNANIMOUS** _____

Yea Votes: Hill ___ Brown ___ Best ___ Daughety ___

Davis ___ Daughety ___ Sutton ___

Craig Hill, Chairman

Date

Attest

Date



**Lenoir County
Solid Waste Management**

Phone: (252) 566-4194 Fax: (252) 566-5690
2949 Hodges Farm Road • LaGrange NC 28551

February 18, 2016

RE: Scope of Work for Paving Project at Dobbs Farm Road Recycle Site.

We would like you to rebid this job so that we are sure everyone understands what the correct scope of work.

Thanks for your understanding.

The following is a description of the scope of work for the paving job at Dobbs Farm Recycle site located at 2118 Robinson Road, Kinston, NC 28504. All Directions given are referencing the attached diagram labeled Dobbs Farm Recycle Station.

Site marked "A"

Grade out for paving approximately 8 additional feet on right up to top center removing 8 inches of existing material. Then install 6 inches of ABC stone and 2 inches of asphalt.

Site Marked "B"

Grade out for paving approximately 4 additional feet on right, up to concrete pad where box compactor is located removing 8 inches of existing material. Then install 6 inches of ABC stone and 2 inches of asphalt.

Sites Marked "C"

Grade out for paving approximately 4 additional feet on left side down, removing 8 inches of existing material. Then install 6 inches of ABC stone and 2 inches of asphalt.

Sites Marked "D"

Repair these all potholes prior to sealcoating.

Crosshatched Areas in middle around compacter.

After repairing potholes and filling cracks, sealcoat this area.

Straight line area (rest).

Overlay 1 inch of asphalt.

In addition, please estimate time needed to complete with Site being closed to public.

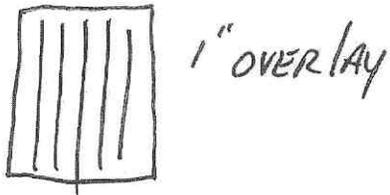
Please return bids to
Joey Bryan, MIS Director jbryan@co.lenoir.nc.us
fax 252-559.6454

Thanks

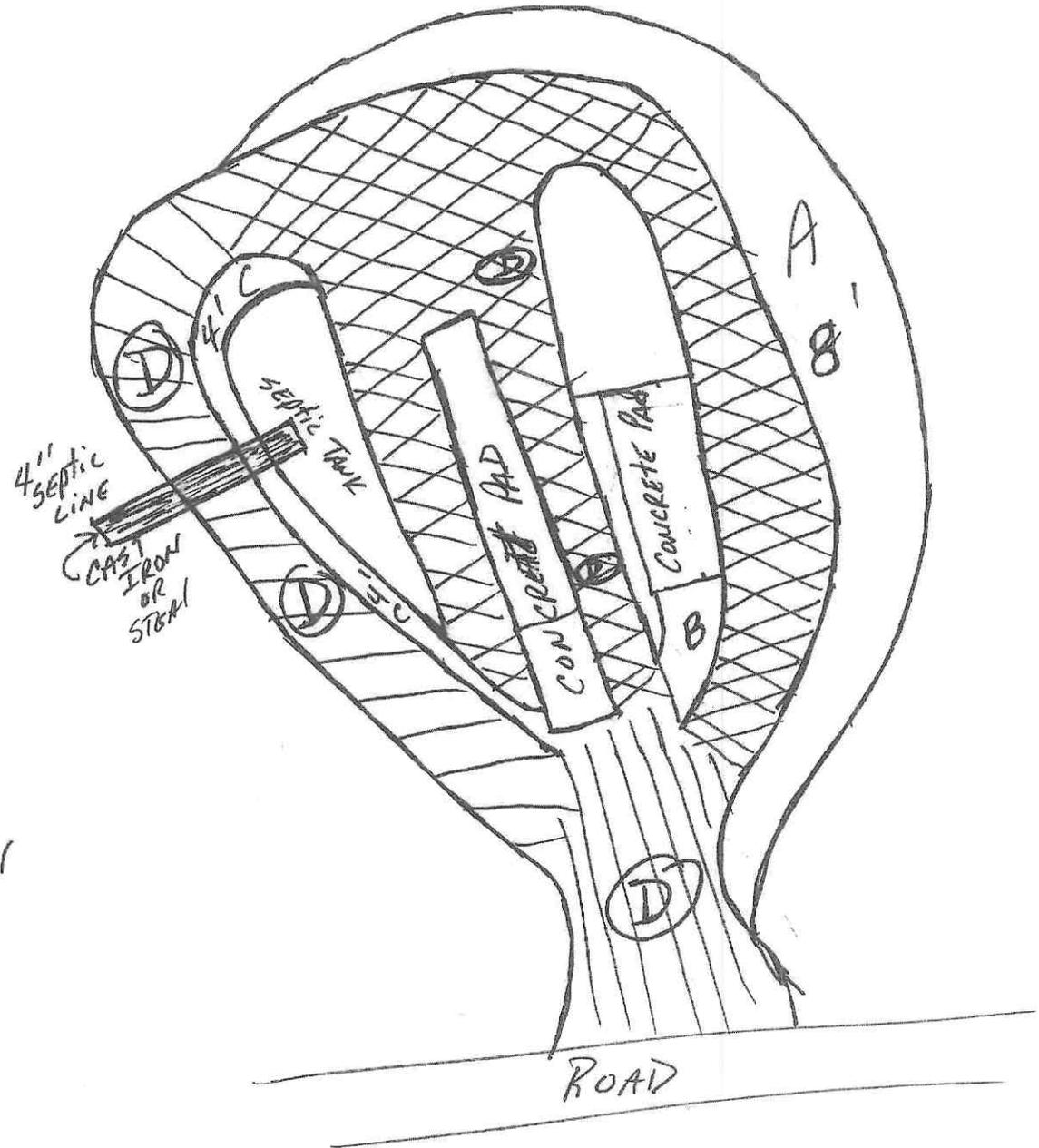
A handwritten signature in cursive script that reads "Joey Bryan".

Joey Bryan, MIS Director

- A - New PAVING 8 FT
- B - New PAVING 4 FT up to CONCRETE PAD
- C - New PAVING 4 FT
- D - Pot Holes - Fix



NEW PAVING:
 REMOVE 8 inch of existing MATERIAL
 INSTALL 6 inch ABC STONE
 INSTALL 2 inch ASPHALT



INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 03/21/16 **ITEM NO.** 9

RESOLUTION: Authorizing Asbestos Abatement in County Owned Building: 130 S. Queen Street (Lenoir County Courthouse Boiler Room): Enviro Assessments East, Inc.: \$8,290.

SUBJECT AREA: Purchases/Bids

ACTION REQUESTED: The Board is requested to authorize the abatement of asbestos in the boiler room of the Lenoir County Courthouse located at 130 S. Queen Street by Enviro Assessments East, Inc. at a cost of \$8,290.

HISTORY/BACKGROUND: Lenoir County owns the Courthouse located at 130 S. Queen Street. The boiler has failed inspection by the North Carolina Department of Labor. The boiler was constructed in 1930 and was commissioned in 1932. In order for work to commence on the boiler replacement asbestos must be removed. Lenoir County Maintenance contacted the same firm which did the asbestos abatement at 115 W. Bright Street (house behind Social Services) to quote the asbestos abatement. Another asbestos abatement company was contacted to submit a bid. Enviro Assessments East, Inc. of Dover, N.C. provided a quote of \$8,290 for the asbestos abatement. The quoted price of \$8,290 also includes the cost of obtaining all state permits and air quality monitoring.

EVALUATION: The County Maintenance Department solicited a bid for asbestos abatement from Enviro Assessments East, Inc. of Dover, N.C., and DARI (Demolition and Asbestos Removal Inc.) of Raleigh, N.C. Enviro Assessments East, Inc. was the lowest bidder.

Enviro Assessments East Inc.	\$8,290
DARI (Demolition and Asbestos Removal Inc.	\$19,800

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

MWJ
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the abatement of asbestos in the Lenoir County Courthouse boiler room located at 130 S. King Street by Enviro Assessments East, Inc. at a total cost of \$8,290 is approved.

Funding Source: 40-4935-5911 Boiler Rep. 2016

AMENDMENTS:

MOVED _____ **SECONDED** _____

APPROVED _____ **DENIED** _____ **UNANIMOUS**

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

Davis ___ **Rouse** ___ **Sutton** ___

Craig Hill, Chairman

Date

Attest

Date

Enviro Assessments East, Inc.

Asbestos-Lead-Mold Inspections & Abatement

10705 Hwy 55 West
Dover, NC 28526
Phone (252) 527-3052
FAX (252) 527-3055
Email : Josh@eae-inc.com
www.eae-inc.com

Monday, February 15, 2016

Proposal – E16-0215-02

Mr. Anthony Howard
County of Lenoir
118 South Queen Street
Kinston, NC

Reference: Asbestos Abatement
Lenoir County Courthouse
Original Boiler

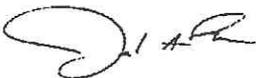
Enviro Assessments East, Inc. is pleased to have the opportunity to present this proposal to the County of Lenoir for Asbestos removal of boiler insulation and pipe insulation located in the original building mechanical room. This proposal is prepared based upon the information that is known at this time about the boiler. There is the assumption that additional suspect materials may be inside the boiler in the form of mortar materials and gasket materials. **Below is a base price for asbestos removal of approx., 300 SF of boiler insulation and approx. 70 LF of pipe insulation. There is an additional alternate price for the testing and providing assistance during the demolition of the boiler if the gaskets are positive. If no materials are found to be positive then the alternate will not be used. Please see contingencies below for removal.**

1. Asbestos removal procedures will be performed in accordance with Non-regulated and regulated work techniques and will meet or exceed all applicable federal, state, local, EPA, and OSHA regulations.
2. We will furnish a Certificate of Insurance showing coverage for workman's compensation, vehicle liability, and General liability appropriate for asbestos work including contractor pollution and professional liability. General liability coverage will be provided in the amount of \$1,000,000. An excess policy of \$1,000,000 will be added to all policies.
3. Access to onsite Water and Electric will be provided to Enviro Assessments East, Inc.
4. Enviro Assessments East, Inc. will properly dispose of all waste in accordance with all DOT, OSHA, and EPA regulations. Copies of waste manifest will be provided at completion.
5. Third Party Air monitoring and clearances are included in this proposal at a rate of **\$800.00 (Included)**.
6. NC State permit fees are included in the proposal at a rate of **\$250.00 (Included)**
7. Enviro Assessments East, Inc. will control the regulated areas while abatement is performed. .
8. Payment Terms are **Net 60 Days** of Billing unless otherwise agreed upon.

Asbestos Abatement for Boiler and Pipe Insulation	\$ 8,290.00
Alternate for Additional Abatement (ie. Gaskets, Mortar)	\$ 2,100.00

If you have any questions, please feel free to contact me at (252) 560-3315.

Sincerely,



Josh A. Lane, VP
Enviro Assessments East, Inc. (NC General Contracting License # 60742)

Enviro Assessments East, Inc

Work Authorized By _____ Signed _____ Date _____

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 03/21/16 **ITEM NO.** 10

RESOLUTION: Authorizing the Purchase of Replacement Boiler for the Lenoir County Courthouse located at 130 S. Queen Street: \$108,854.

SUBJECT AREA: Purchases/Bids

ACTION REQUESTED: The Board is requested to authorize the purchase and installation of a new boiler at the Lenoir County Courthouse located at 130 S. Queen Street by Piedmont Service Group.

HISTORY/BACKGROUND: Lenoir County owns the Courthouse located at 130 S. Queen Street. The boiler was constructed in 1930 and was commissioned in 1932 as a coal burning heat source. In the 84 years of service this system started off as a coal burning system and has been retrofitted two (2) times to burn other fuel sources. In November of 2015 the boiler suffered a meltdown which destroyed vital safety components of the system. Since that time the North Carolina Department of Labor, Boiler Division has inspected and failed the boiler. The boiler cannot be repaired due to age, lack of replacement parts and overall condition.

EVALUATION: Since the inspection in early 2016 by the North Carolina Department of Labor the Maintenance Department contacted five (5) boiler contractors with three (3) submitting bids on the project. Bids were received from Piedmont Service Group of Greenville, N.C., Southeast Boiler Services of Goldsboro, N.C. and Brady of Raleigh, N.C. The scope of work by the Piedmont Service Group met the parameters of the project and was the lowest bidder at \$108,854.

Piedmont Service Group	\$108,854
Southeast Boiler Services	\$166,948.24
Brady	\$117,750

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

MWJ
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the boiler replacement at Lenoir County Courthouse located at 130 S. King Street by Piedmont Service Group at a total cost of \$108,854 is approved.

Funding Source: 40-4935-5911 Boiler Rep. 2016

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

Yea Votes: Hill ___ Brown ___ Best ___ Daughety ___

Davis ___ Rouse ___ Sutton ___

Craig Hill, Chairman

Date

Attest

Date

Company Trades

Asbestos Removal
Selective Demolition Interior
Strip Out
Mold Abatement
Other Hazardous Material
Concrete Sawing and
Drilling/Removal



PROPOSAL
DEMOLITION AND ASBESTOS REMOVAL, INC.
421 Raleigh View Road, RALEIGH, NC 27610
PHONE 919-772-4711 FAX 919-772-4320

Proposal Submitted To: Anthony Howard
JOB Name: Boiler in Basement

Date: 8 February 2016
James London
Division Manager
NC Raleigh Division
Mobile: 919-931-6602
Email: Jllondon@dhgriffin.com

Location: 130 S Queen St ,Kinston NC

Phone: Fax: Email:

Based on site inspection, asbestos surveys, and/or verbal descriptions, Demolition & Asbestos Removal, Inc. (DARI) proposes the following scope of services:

1. Provide necessary labor, equipment, materials, insurance, permits, etc. to perform work.
2. DARI will remove Asbestos form boiler and piping in the boiler room only.
3. Included in estimate is proper transportation and disposal of the asbestos waste stream.
4. Dari assumes power and water provided by owner.
5. DARI includes third party design and air monitoring as needed.

We hereby include the following assumptions, limitations and clarifications:

- Final schedule of work to be negotiated between DARI and owner/GC.
- DARI shall have an un-obstructed and exclusive access to all work areas.
- Work to be executed after signing a mutually agreeable contract between all parties.
- DARI is not responsible for delays due to factors outside of our control.
- Power and water to be provided by owner/GC
- Owner to contract directly with a 3rd party hygiene firm for the necessary design, testing, and clearance.
- DARI has not included costs for demo of structure. DARI proposal is for asbestos abatement only.

**Containment methods used for abatement may cause damage to paint and/or sheetrock. DARI crews use care to prevent damage to surfaces, however, some damage is unavoidable. DARI will not be responsible for paint and/or sheetrock damage.*

We propose hereby to perform the work as listed above, in accordance with above specifications, for the sum of:
Nineteen Thousand Eight Hundred Dollars (19,800.00)
Price Includes (1) mobilization

If awarded contract, DARI requests that a signed copy of this proposal become a part of Contract Documents.

Payment to be made as follows: Upon Completion

We hereby exclude the following: Relocation and disconnection of utilities, responsibility for locating and marking utilities within the demolition/abatement limits; protection of utilities which are not marked within the limits of demolition/abatement; shoring and bracing of structures to remain; cost of performance and payment bonds; removal and disposition of any hazardous or asbestos materials except those items, if any, which are described and itemized above, whether concealed or not. All payments are due and payable as noted. Whenever retainage is required to be withheld, upon completion of Demolition & Asbestos Removal, Inc.'s (DARI) scope of work (contract or sub-contract) DARI will issue an invoice for work performed and a separate final invoice for retainage. All retainage is to be paid in full no later than ninety (90) days from date of final invoice. The undersigned further agrees to pay to Demolition & Asbestos Removal, Inc., a reasonable attorney's fee if the obligation evinced hereby be collected by an attorney-at-law after maturity. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Salvage rights of demolished material is retained by DARI unless otherwise noted.

Authorized Signature:

NOTE: This proposal may be withdrawn by DARI if not accepted within 30 days.

James London -Division Manager Mobile# 919-931-6602

PLEASE SIGN, DATE AND RETURN ORIGINAL

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Name and Title

Date of Acceptance



Proposal Created For:
**Lenoir County Courthouse
Boiler Replacement**

**County of Lenoir
Anthony Howard
130 South Queen Street
Kinston, NC 28501**

Site Address:
130 South Queen Street
Kinston, NC 28501

Prepared By:
Tim Copeland
Strategic Account Manager

Date:
1/18/16

Proposal #:
009-011816JC

Proposal Summary

Thank you for choosing Brady as your HVAC support partner. We are committed to working with you to ensure your building serves the needs of your organization. We appreciate the opportunity to provide you with a proposal for the equipment and services as detailed in the following pages. This proposal is based on our site visit, and survey of the equipment that is to be replaced and information provided by the owner. Any revision or request of change by the owner at a later date could be subject to price review at that time.

Steam Boiler Scope Of Work

Equipment Demolition, Installation and

Brady will disconnect all power wiring, control wiring, gas piping, vent piping, steam piping, condensate piping and make-up water piping as needed for complete removal of the existing steam boiler.

Brady will include all labor, accessories, tool, equipment, and materials required to completely execute the installation of a new Burnham steam boiler per the following specifications;

- V1109H Burnham Steam Boiler
- V11 Series Cast Iron Boiler, forced draft,
- 15psig steam, w/Powerflame C burner
- 2,136 MBTU/HR input, 1,741 MBTU/HR
- Output, 240/1/60
- Fully Modulating Control

Pipe, Valves, Fittings

Brady will furnish and install all pipe, manual valves, and fittings as required to connect gas piping to the new gas train provided with the boiler. This proposal is based on the existing gas isolation valve being in good working order so the existing gas supply can be isolated for removal of existing boiler and installation of the new boiler.

All new gas piping 2" and smaller will be T&C schedule 40 carbon steel pipe, with screwed fittings of the same materials and weight as the piping in which they are installed.

Brady will furnish and install all pipe, manual valves, and fittings as required to connect the steam piping distribution system to the new boiler. This proposal is based on the existing steam isolation valve being in good working order so the existing steam piping distribution system can be isolated for removal of existing boiler and installation of the new boiler.

All new steam piping 2 1/2" and larger will be welded schedule 40 carbon steel pipe, with weld fittings of the same materials and weight as the piping in which they are installed.

Brady will furnish and install all pipe, manual valves, and fittings as required to connect Make-up water to the new boiler. This proposal is based on the existing make-up water isolation valve being in good working order so the existing make-up water can be isolated for removal of existing boiler and installation of the new boiler.

All new make-up water piping will be copper.

Hangers and Supports

Brady will furnish and install all pipe hangers and supports as required to support the pipe independently from the boiler.

Electrical

Brady will replace existing disconnect, conduit, and conductors that is required for load side electrical service from point of existing disconnect to new boiler. Brady will reuse existing breaker, conduit, and conductors on line side. Disconnect, conduit, and conductors have been sized per the NEC based on the boiler motor HP provided to Brady per the equipment

manufacture.

Electrical connection to equipment and motors shall be made with short lengths of flexible "Liquid - Tite" conduit.

All equipment has been selected for 230 volt, 60 hertz, and 3 phase electrical service.

Brady shall provide nameplates for identification of all equipment, motor starters, disconnect switches.

Controls

Brady excludes any controls work for this project, including connecting the boiler to a front end energy management system, programming, and graphic up-grade.

Pipe Insulation

All new steam and condensate piping will be insulated to match existing pipe insulation.

Crane and Rigging

Brady will furnish all crane, rigging and trucking as needed for this project.

Upon receipt of equipment on the job site, Brady will inspect the unit for possible damage during transit. This will include an inspection of unit exterior, all doors, access panels and openings. If damage has occurred it will be immediately reported to the delivering carrier and the damage noted on the receiving copy of the bill of lading.

Start-Up

Brady's technician will perform start-up and inspection of the new boiler according to the manufactures written instructions.

Clarifications

All work is based on straight time hours, which are Monday through Thursday from 7:00 am to 5:30 pm.

Brady excludes all asbestos work. Before work can proceed the boiler room and equipment will need to be tested for asbestos and any asbestos found will need to be removed by others.

Brady requires that the equipment for this project go through a submittal and review process to verify equipment design and performance before final order for equipment can be released. This is done to help ensure that the end result conforms to the owner's expectations. This process is very important so Brady asks that you assign someone from your company to review and sign off on the equipment before it is ordered.

Any code deficiencies related to the existing conditions that is not specifically identified to be addressed is not included in our scope.

Unforeseen conditions related to the owners equipment or building that adversely impact the cost of the project may result in additional changes.

The boiler selected and quoted for this proposal is based on like for alike change out and does not reflect a change in capacity or load calculation for the area this unit serves.

When changing boiler out with like size boiler, it is assumed the pipe, conduit, wire, disconnects and breakers are adequately sized, functional and is installed per code.

Terms, Pricing, and Acceptance

Delivery Terms: 6 Weeks			
Payment Terms:	Net:30	Total Net Price:	\$117,750.00
Clarifications and Exclusions: <ul style="list-style-type: none">• Sales tax is included.• Freight is included.• This proposal may be subject to fuel and material surcharges at the time of acceptance.• All work will be performed in compliance with all OSHA and customer safety guidelines.• Brady may withdraw this proposal and re-submit if not accepted within 10 days from issue date.			
Customer Acceptance			
Customer Name:			
Customer Signature:		Date:	
Purchase Order No.:			

Ask me to learn more about how you can

- Use TCPN to assist in the buying process.
- Receive a rebate for implementing energy saving initiatives.
- Incorporate other needed changes and pay for all the work with guaranteed energy savings.
- Prepay and receive a discount.

This proposal was prepared using standard efficiency equipment to provide you with a lower first cost for this project, If energy saving plays a part in your buying decision, ask us to provide a higher energy efficient piece of equipment for comparison.

Scope of Services- Standard Inclusions & Exclusions

Work Area

Brady should have free and clear access to the work area. All work is to be continuous any project delays requiring Brady to leave and remobilize to the site could add additional cost to the project.

All Brady personnel and subcontractors shall take all means necessary to ensure that all debris are disposed of, and the work area is kept clean to guard against fire and safety hazards as well as to provide a more efficient work area.

Safety

Brady provides multiple safety training opportunities for our Associates to increase knowledge and communicating experience concerning workplace health and safety, in order to build their competence in hazard recognition and control. On an ongoing basis, Brady conducts OSHA 10 hour course for all field associates and 30 hour course for all superintendents as well as conducting concentrated training on all specific safety topics related to our industry.

Brady's site superintendent will advise your designated point of contact of any work which may affect the safety of your personnel, process, products or property. Our safety coordinator will conduct periodic audits of our operations. This includes continuous housekeeping and safety reviews of the work area.

Brady excludes any testing, identification, removal, or disposal of hazard materials such as but not limited to asbestos.

Project Turn Over

Brady will hold a preconstruction meeting with the owner's designated personnel to discuss and review the project scope of work, discuss any long lead items, and conduct a site visit before work begins. It shall be the owner's responsible to inform Brady of any special sequencing or phased construction requirements, special hours for construction based on owner building occupancy, and/or delivery time line as related to project start and completion dates.

The owner is responsible for informing Brady of any facility security regulations and requirements, parking arrangements, requirements for entering and leaving the facility, special rules regarding personnel, vehicles, tools and equipment, and hazard materials on site that we may come in contact with or working in close proximity to.

All work for this project has been priced to be completed during straight time hours, which are Monday through Thursday 7:00 am to 5:30 pm, unless noted differently in the detailed scope of work.

Project Close Out

After completion of project and prior to turning the area and equipment over to the owner, a final inspection shall be conducted by the owner's designate personnel and Brady's onsite superintendent to ensure project has been completed to the owner's standards.

Confidentiality Disclosure

The contents of this document are considered proprietary and confidential. This information is to be maintained in confidence and should not be disclosed to others including but not limited to, competitors, customers and suppliers. Any unauthorized use, disclosure or duplication of this information without written consent of Brady is strictly prohibited.



GENERAL TERMS AND CONDITIONS

1. **Acceptance.** This proposal is subject to acceptance within thirty days (30) days from submittal date and are subject to credit approval. Customer's acceptance of Services by Brady Services on this order will in any event constitute an acceptance by customer of these terms and conditions.

2. **Applicable Conditions.** The terms and conditions on the fact hereof and as set forth below shall constitute the entire contract between BRADY TRANE SERVICES, INC. (and its subsidiaries; Brady Services, Inc. and J Brady Contracting, Inc.) (hereinafter called "Seller") and the party or parties purchasing goods and/or services from Seller ("hereinafter called buyer") and shall exclusively govern the sale of goods covered hereby. These terms and conditions shall supersede any provisions, terms, and conditions contained on any purchase order or other writing the Buyer may heretofore or hereafter issue; and Buyer is hereby notified of Seller's objection to any terms inconsistent herewith and to any additional terms proposed by Buyer in its purchase order or any other writing. Any dispute or controversy arising between Seller and Buyer with respect to the goods and/or services provided by Buyer hereunder shall be resolved pursuant to the terms and conditions set forth herein. If Seller or Buyer have heretofore entered into a formal written contract for a specified term governing the sale of the good hereunder, then, notwithstanding the foregoing, the terms and conditions of such formal written term contract shall govern.

3. **Price.** The price of the goods and/or services sold hereunder shall be as specified on the face hereof, or, if no price is specified, the price shall be at Seller's price in effect at date of shipment. In the event of Government action, order, or request, which, prior to delivery, prevents Seller from adjusting or continuing in effect the price herein quoted. Seller shall have the right to cancel this contract.

4. **Taxes.** Any taxes, excises, or other charges imposed on Seller by law on or incident to the production, sale, transportation, or use of the goods shall be paid by the Buyer, or in lieu thereof the Buyer shall provide Seller upon demand with a tax exemption certificate acceptable to the taxing authorities.

5. **Transportation.** Transportation charges do not constitute a part of the price and all prices are F.O.B. Seller's plant, Greensboro, North Carolina unless otherwise noted on the price hereof. To the extent the Seller is to handle the shipment of goods (even though F.O.B. Seller), method and route of shipment are at Seller's discretion, unless the Buyer supplies explicit instructions.

6. **Terms of Payment.** Payment is due upon receipt of Seller invoice. If Seller has reason to doubt Buyer's financial ability to pay, Seller may decline to make further deliveries, unless Buyer pays cash with order or furnishes security satisfactory to Seller. Seller may cancel this contract if Buyer fails to make any payment due to Seller promptly when due. Buyer agrees to pay interest on any payment due hereunder at a rate of 1½ percent (1½ %) per month from the date payment is due until paid in full. Buyer also agrees to pay all costs, including reasonable attorneys' fees and all court costs, incurred by Seller in the enforcement of any obligation of Buyer hereunder.

7. **Grant of Security Interest.** To secure the payment of any and all sums due hereunder, Buyer hereby grants Seller a continuing security interest in the goods sold hereunder, such security interest to continue until the satisfaction, in full, of Buyer's obligations arising hereunder and any other obligations Buyer may have to Seller. Seller shall have all rights of a secured party under the Uniform Commercial Code or similar statute of the State in which the good are located. Buyer, by acceptance of the good s sold hereunder, hereby appoints the officers of Seller as Buyer's Attorney in Fact to execute Uniform Commercial Code financing statements on behalf of Buyer.

8. **Default by Buyer.** In the event Buyer shall fail to make payments for the goods and/or services sold hereunder as and when due and in accordance with the terms and conditions hereof, in such event, Buyer shall pay Seller, in addition to the sums due hereunder, all of Seller's costs of collection from Buyer, including, but not limited to, attorney's fees.

9. **Risk of Loss.** Risk of loss and responsibility for containers and all goods sold hereunder shall pass to Buyer upon Seller's delivery to carrier whether or not Seller pays all or part of the freight and regardless of any F.O.B. designation in the contract or herein.

10. **Warranty - Liability.** Any warranty with respect to the goods sold hereunder shall be limited to the manufacturer's warranty (if any) for the goods. In no event shall Seller be liable for any breach of the manufacturer's warranty or any consequential or special damages of for transportation or other expenses which may arise in connection with any defective goods. Seller's warranty for service shall be limited to its service warranty policy in effect at the time the service is performed. **THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS.**

11. **Claims.** Any action for Seller's breach of this contract must be commenced within one year after the cause of action has accrued.

12. **Technical Support.** The advice of the technical staff of the Seller is available to Buyer, but the Seller does not warrant or guarantee such advice.

13. **Applicable Law—Amendment.** The construction, performance and completion of this contract shall be governed by the law of the State of North Carolina without regard to any provisions regarding conflicts of law.

No modification or release shall be effective unless in writing, signed by both parties and specifically stating it is such a modification or release.

14. **Excuses for Nonperformance.** Deliveries shall be subject to, and contingent upon, strikes, labor difficulties, riot, civil unrest, war, fire, delay or defaults of common carriers, failure or curtailment in the Seller's reasonable control, and the Seller shall not be liable for any loss or damage arising therefrom. The Seller shall have the additional right, in the event of the happening of any of the above contingencies, at its option, to cancel this contract or any part thereof without any resulting liability. Any delivery or service not in dispute shall be paid for by Buyer regardless of other controversies relating to other delivered or undelivered goods.

15. **Default - Waiver.** If Buyer is in breach with respect to any of the terms of this contract or any prior contract, Seller may defer shipments until such breach is cured, or may treat such failure as final refusal to accept further shipments and may cancel this contract without any liability whatsoever. Seller may terminate all or any unfiled part of this contract without any liability whatsoever in the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against by Buyer, the inability of the Buyer to meet its debts as they become due, in the event of the appointment, with or without the Buyer's consent, of an assignee for the benefit of creditors or of a receiver, or in the event Seller has reasonable grounds to believe Buyer will not meet its obligations hereunder. Either party's waiver of any breach or failure to enforce any of the terms and conditions of this contract at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of the contract.

16. **Indemnity and Liability:** Brady Services shall indemnify, defend and hold Customer harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of Brady Services.

17. **Limitation of Liability.** Buyer's exclusive remedy and Seller's exclusive liability under this contract or otherwise (including negligence) shall be for damages which shall in no event exceed so much of the purchase price as is applicable to the portion of the particular shipment or services with respect to which damages are claimed. In no event shall Seller be liable to Buyer for any other loss or damage, or for any incidental, special or consequential damages of any kind arising in connection with this contract or the products or services sold hereunder.

18. **Asbestos and Hazardous Materials:** Brady Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Brady Services become aware of or suspect the presence of Hazardous Materials, Brady Services may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Brady Services. Brady Services shall be required to resume performance of the services only when the affected area has been rendered harmless.

19. **Insurance:** Brady Services maintains insurance in the following minimum amounts during the Term: Commercial General Liability -- \$1,000,000 per occurrence; Automobile Liability -- \$1,000,000 CSL; Workers Compensation -- Statutory Limits. If Customer has requested to be named as an additional insured under Brady Services insurance policy, Brady Services will do so but only to the extent of Brady Services indemnity assumed under the indemnity provision contained herein. Brady does not waive any rights of subrogation.

20. **Performance.** Services will be performed during normal working hours with any overtime or emergency labor billed separately, unless otherwise agreed to in writing. Duty to perform under this agreement and the price hereof are subject to the approval of Brady Services. Upon disapproval of the credit department or upon the occurrence of any such event as aforesaid, Brady Services may delay performance or, at its option, renegotiate prices, terms and conditions with the Customer. If Brady Services and Customer are unable to agree on such revisions, this agreement shall be canceled without any liability, other than Customer's obligation to pay for services rendered by Brady Services to the date of cancellation.

21. **General.** This agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. If any part of this agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Customer may not assign, transfer, or convey this agreement, or any part hereof, without the written consent of Brady Services. Subject to the foregoing, this agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. No modifications, additions or changes may be made to this agreement except in a writing signed by Brady Services.

22. **Captions.** The titles contained in this contract are for reference

purposes only and shall not affect in any way the meaning or interpretation of this contract.

23. Severability. In any provision of this contract shall be prohibited or invalid, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision and the remaining provisions of this contract.

24. Amendment. This contract is intended as the final expression of the parties' agreement and is the complete and exclusive statement of the terms thereof. No statements or agreements, oral or written, made prior to or at the signing hereof, shall vary or modify the written terms hereof; and neither party shall claim any amendments, modification or release from any provision hereof by reason of (a) a course of action or mutual agreement unless such agreement is in writing signed by the other party and specifically stating it as an amendment to the contract, (b) course of

performance, or (c) usage of trade. No modification or addition to the contract shall be effected by the acknowledgement or acceptance by Seller of any purchase order, acknowledgement, release or other forms submitted by Buyer containing other or different terms or conditions.

Applicable only in the United States:

25. Equal Employment Opportunity/Affirmative Action Clause. Brady Services is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F. R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

QUOTE



PROPRIETARY AND CONFIDENTIAL PROPERTY OF Southeast Boiler Services LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED
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Prepared For: Anthony Howard

Date: 3-1-2016

**Job Name: Lenoir Co Courthouse
Boiler Replacement**

Quote Valid for 30 Days

Southeast Boiler Services LLC is pleased to provide the enclosed proposal for your review and approval.

Demolition and removal of existing Kewanee boiler and controls. Installation of a new Peerless LCE-24S cast iron sectional boiler with new Webster JB2G-30 natural gas burner and operating controls. To also include a new gas train and exhaust stack.

Installation of a new Sterlco feed water tank and pump which will be interlocked to the boiler. This system will be fed hot condensate from the existing condensate pit. All electrical, with addition of new conduit and wiring also included. New housekeeping pad to be installed if needed.

Total Price (includes Sales Tax).....\$166,948.24

*** * * Quoted price is with work being performed during normal work hours Monday thru Friday.**

NOTE: Any abatement of hazardous materials by others.

PO Box 11119 Goldsboro, NC 27532
Office: 919-731-7045 Fax: 919-731-7046

Piedmont Service Group

Building Efficiency and Sustainability

A Service Logic Company

PROPOSAL DATE	PROPOSAL NUMBER	PROJECT NUMBER	PAGE
3/9/2016	Q-02-2016-89882		1 of 2

BY AND BETWEEN:

Piedmont Service Group
 102-B Regency Blvd.
 Greenville, N.C. 27834
 NC Lic # 29539-H1, H2, H3
 Electrical #08363-L
 Refrigeration Lic # 4483

AND

Lenoir County
 130 South Queen Street
 Kinston, NC 28501

hereinafter (CONTRACTOR)

hereinafter (CUSTOMER)

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Lenoir County Courthouse Boiler

CONTRACTOR WILL PROVIDE THE FOLLOWING TO THE CUSTOMER

Piedmont Service Group proposes to furnish all labor; equipment, permits and materials to complete the following project to replace **steam boiler in Courthouse** as outlined in this Scope-of-work.

Scope-of-Work:

- Demo old steam boiler.
- Install of the new boiler system with a boiler control feed system that controls it's on water fill.
- Install new condensate return pumps.
- Factory start up.

Note: Boiler install is based on if local and State code will permit due to the space.

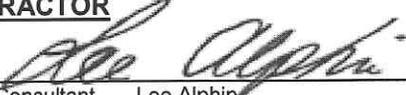
Note: Customer is responsible for all asbestos abatement and other hazardous materials. Also fees for the State Boiler Inspector.

For the sum of----- **\$108,854**

Note: We will reuse if available existing smoke detectors for that area fire alarm system. If this area is not already on fire alarm system it is the customer responsibility to contact their fire alarm vendor and have the unit(s) add to their system to meet state and local code. The cost for adding this area to the customer's Fire Safety System is excluded from this proposal.

This proposal will become a binding Agreement only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties here to on the reverse here of: and no person has authority to make any claim representation, promise, or condition on behalf of Contractor which is not expressed herein. Agreement Prices good for **30 days from proposal date** unless time is extended in writing by Contractor.

CONTRACTOR



Project Consultant Lee Alphin
 Email- lalphin@piedmontsg.com
 Fax # 252-321-8382

CUSTOMER

 (Print Name)

Approved for Contractor

 Signature

 Title

 Date

 Signature: (Company Authorized Representative)

 Title

 Date

PROPOSAL DATE	PROPOSAL NUMBER	PROJECT NUMBER	PAGE
3/9/2016	Q-02-2016-89882		2 of 2

TERMS AND CONDITIONS

- Contractor warrants that the workmanship hereunder shall be free from defects **one year** from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect.
- Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.
- Customer will promptly pay invoices within thirty (30) days of receipt or within special terms (if any) on Exhibit A (if any) to these Terms and Conditions. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
- Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement. **THE AGREEMENT PRICE APPLIES ONLY TO THE SCOPE OF WORK OUTLINED WITHIN THE PROJECT PROPOSAL DOCUMENT. ANY ADDITIONAL WORK REQUIRED BY FEDERAL, STATE OR LOCAL AUTHORITIES NOT SPECIFICALLY DESCRIBED HEREIN IS EXCLUDED. IN THE EVENT THAT PIEDMONT SERVICE GROUP IS REQUIRED BY ANY GOVERNING AUTHORITY TO PERFORM WORK NOT INCLUDED IN THIS PROPOSAL, CUSTOMER AGREES TO PAY ALL ADDITIONAL COSTS ASSOCIATED WITH THE REQUIRED WORK.**
- Customer shall be responsible for all taxes applicable to the services and/or materials hereunder unless noted otherwise within the agreement.
- In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorney's fees incurred by Contractor. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
- Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. This time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
- UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**
- In the event of a delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control, Contractor shall not be liable.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature: _____

Date: _____

Important: Agreement Prices good for 30 days only from proposal date unless time is extended in writing.

BUDGET ORDINANCE AMENDMENT: LANDFILL CAPITAL OUTLAY
 LANDFILL: \$325,000 INCREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2015 - 2016
 Appropriations

Budget Amendment # _____
 Date Approved _____

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
GENERAL FUND	FINANCE/LANDFILL	Capital Outlay
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> 66-3750-1031 LEASE PROCEEDS-BULLDOZER	325,000.00	<u>INCREASE</u> 66-4720-5500 CAPITAL OUTLAY EQUIPMENT 325,000.00
Total	325,000.00	Total 325,000.00

Reason and Justification for Request:
 THE PURPOSE OF THIS BUDGET AMENDMENT IS TO PROPERLY RECORD APPROPRIATIONS FOR THE LEASE PURCHASE OF THE LANDFILL BULLDOZER

Department Head Approval <i>Nancy Christ</i>	Date 3/15/16	Finance Officer Approval <i>Nancy Christ</i>	Date 3/15/16
---	-----------------	---	-----------------

Budget Officer Approval <i>M. J. ...</i>	Date 3/15/16
---	-----------------

Board Approval (When Applicable)	Date	Date of Minutes
----------------------------------	------	-----------------

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 3/21/16 **ITEM NO.:** 12

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>
None		

CURRENT VACANCIES:

Lenoir County Health Board - (1) Optometrist

Lenoir County Planning & Inspections Districts 5, 6 and Alternate #1

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.


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: Hill _____ Brown _____ Best _____ Daughety _____

Davis _____ Rouse _____ Sutton _____

Craig Hill, Chairman

3/21/16
Date

ATTEST

3/21/16
Date

TO: Chairman and Members of the Board

FROM: Mike Jarman, County Manager

DATE: March 21, 2016

SUBJECT: Items from County Manager

1. Financial Performance Summary
2. Inspections & Transit Summary
3. North Carolina Association of County Commissioners (NCACC) Reminders

LENOIR COUNTY
FINANCIAL PERFORMANCE SUMMARY - 2015-16

REVENUES

MONTH ENDING JANUARY 31, 2016

66.66%

<u>DESCRIPTION</u>	<u>BUDGET FOR YEAR</u>	<u>REVENUES TO DATE</u>	<u>REMAINING BALANCE</u>	<u>% REC'D</u>
GENERAL FUND:				
Health Department	1,869,530.00	1,400,100.43	469,429.57	74.89%
Public Assistance (DSS)	10,436,961.00	5,100,643.17	5,336,317.83	48.87%
Property Taxes	34,865,438.00	31,547,008.70	3,318,429.30	90.48%
Sales Taxes	6,250,000.00	2,604,781.89	3,645,218.11	41.68%
Other General	13,825,001.38	8,092,876.55	5,912,124.83	58.54%
TOTAL GENERAL	67,246,930.38	48,745,410.74	18,681,519.64	72.49%
OTHER FUNDS:				
Employee Insurance	4,754,360.00	2,941,573.87	1,812,786.13	61.87%
Vehicle Replacement	450,000.00	-	450,000.00	0.00%
Fed Seized Property	70,000.00	33,863.20	36,136.80	48.38%
State Controlled Substance	25,000.00	3,362.43	21,637.57	13.45%
School Capital Fund	3,217,343.00	860,830.59	2,356,512.41	26.76%
Transportation Fund	1,250,173.00	804,928.51	445,244.49	64.39%
Scrap Tire Disposal	170,000.00	39,600.45	130,399.55	23.29%
Emergency Telephone	534,124.00	311,572.17	222,551.83	58.33%
Revaluation Fund	74,144.00	-	74,144.00	0.00%
Automation-Preservation Fnd	19,025.00	13,713.14	5,311.86	72.08%
MSW Landfill-Debt Service	-	8.95	(8.95)	
Capital Improve Fund	4,583,715.00	37,500.00	4,546,215.00	0.82%
Fire Districts	1,457,424.00	1,275,458.01	181,965.99	87.51%
Solid Waste Management	3,112,839.00	1,991,609.75	1,121,229.25	63.98%
Trust and Agency Fund:				
Smart Start Program	61,153.23	22,718.73	38,434.50	37.15%
TOTAL OTHER FUNDS	19,779,300.23	8,336,739.80	11,442,560.43	42.15%
GRAND TOTAL	87,026,230.61	57,082,150.54	30,124,080.07	65.59%

Project Based Revenues:	BUDGET	TO DATE	REMAINING	% REC
CAPITAL PROJECTS FUND	29,399,574.00	28,915,594.89	483,979.11	98.35%
CDBG RELATED PROJECTS	755,000.00	236,676.08	518,323.92	31.35%
Total Project Based	30,154,574.00	29,152,270.97	1,002,303.03	

* **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
CAPITAL PROJECTS FUND	29,399,574.00	29,048,472.82	1,700.00	349,401
CDBG RELATED PROJECTS	755,000.00	216,676.08	0.00	538,324
Total Project Based	30,154,574.00	29,265,148.90	1,700.00	887,725

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

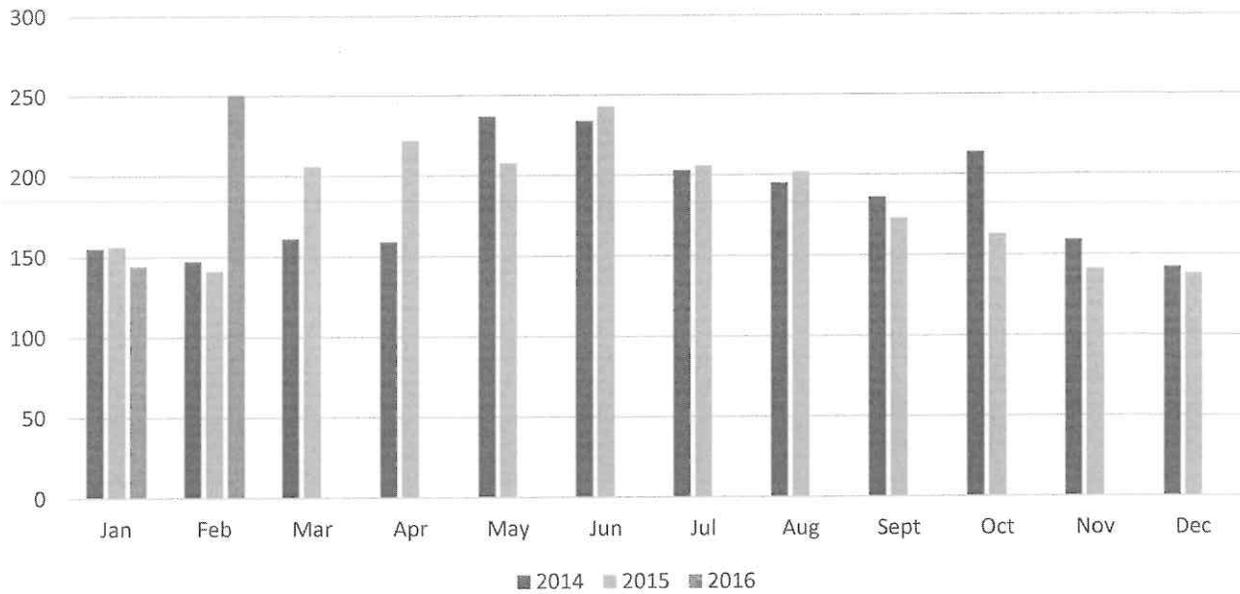
LENOIR COUNTY
FINANCIAL PERFORMANCE SUMMARY - 2015-16
MONTH ENDING JANUARY 31, 2016

EXPENDITURES

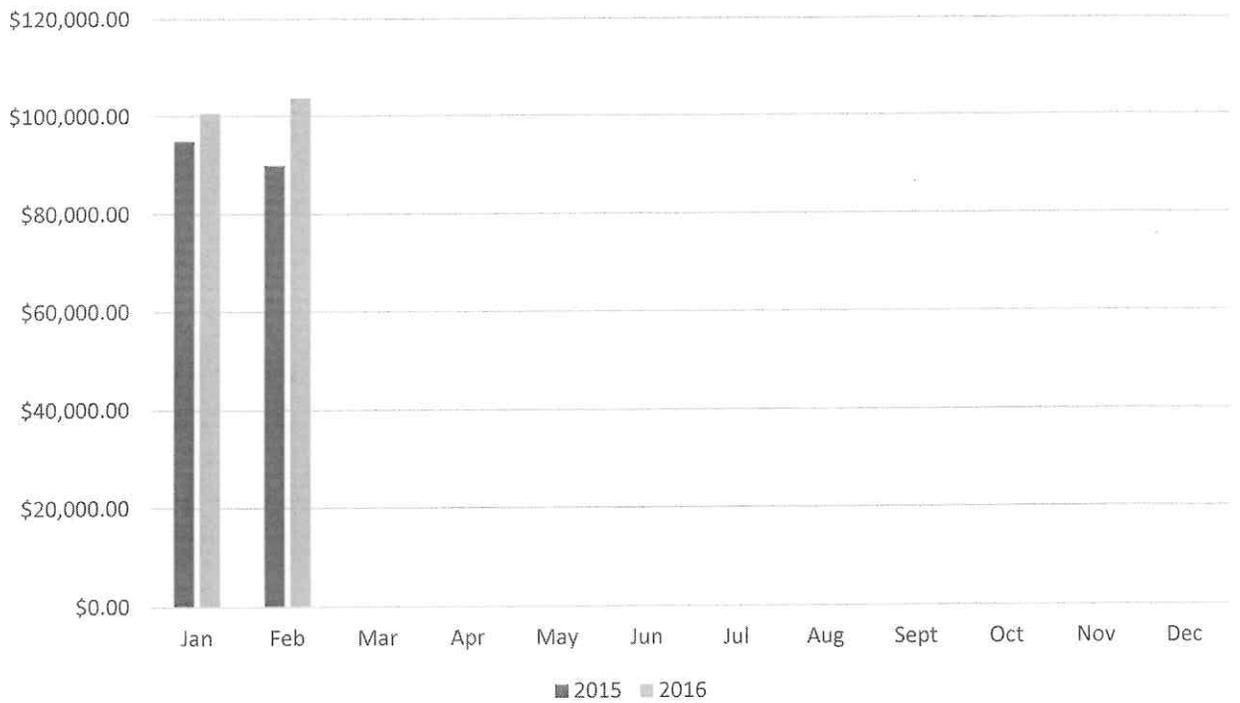
66.66%

DESCRIPTION	BUDGET FOR YEAR	EXPENDITURES TO DATE	ENCUMBRANCE	UNENCUMBERED BALANCE	% EXPEND/ENCUMBR
GENERAL FUND:					
Governing Body	218,700.00	153,665.01	-	65,034.99	70.3%
County Manager	283,476.00	176,379.45	-	107,096.55	62.2%
Finance	297,817.00	187,686.62	-	110,130.38	63.0%
Human Resources	174,913.00	94,465.21	-	80,447.79	54.0%
Tax Office	787,865.00	490,614.19	2,100.79	295,150.02	62.5%
Legal	62,500.00	17,950.02	-	44,549.98	28.7%
Court Facility	568,852.00	281,261.94	27,567.65	260,022.41	54.3%
Elections	465,327.00	176,468.74	44,934.40	243,923.86	47.6%
Register of Deeds	274,855.00	172,049.45	14,286.93	88,518.62	67.8%
Non-Departmental	2,010,850.00	1,332,201.97	143,256.49	535,391.54	73.4%
Process Funds	948,683.46	555,012.28	740.00	392,931.18	58.6%
Outside Agencies	129,500.00	56,714.39	-	72,785.61	43.8%
Management Info Systems	1,091,125.00	764,958.65	79,704.44	246,461.91	77.4%
Public Buildings	588,079.00	340,338.22	57,443.90	190,296.88	67.6%
Sheriff	4,774,141.20	2,909,108.16	105,548.67	1,759,484.37	63.1%
Sheriff - Civil Process	275,246.00	64,342.18	15,695.41	195,208.41	29.1%
Sheriff - Concealed Weapon	21,589.72	11,190.33	-	10,399.39	51.8%
Central Communications	1,415,156.00	937,961.15	28,134.25	449,060.60	68.3%
Jail	4,071,693.00	2,756,263.75	312,143.06	1,003,286.19	75.4%
Emergency Management	373,913.00	222,806.17	20,122.82	130,984.01	65.0%
Emergency Medical Services	4,070,568.00	2,610,496.66	210,983.07	1,249,088.27	69.3%
Inspections	225,707.00	145,509.08	-	80,197.92	64.5%
Medical Examiner	40,000.00	34,130.00	-	5,870.00	85.3%
Economic Development	277,459.00	177,156.25	-	100,302.75	63.8%
Veterans Service Office	33,241.00	15,224.01	500.00	17,516.99	47.3%
Cooperative Extension	379,358.00	213,531.78	7,348.63	158,477.59	58.2%
JCPC - Parenting Matters	29,913.96	21,105.99	-	8,807.97	70.6%
Cooperative Ext-Grants	141,854.55	40,231.75	-	101,622.80	0.0%
Soil Conservation	121,076.00	71,764.70	-	49,311.30	59.3%
Health Department	4,419,103.35	2,597,191.16	142,281.70	1,679,630.49	62.0%
BioTerrorism - Health	53,664.00	18,819.31	-	34,844.69	35.1%
M. Health Department	245,715.00	163,810.00	-	81,905.00	66.7%
Public Assistance (DSS)	14,635,904.14	8,620,940.13	193,844.03	5,821,119.98	60.2%
Education	9,900,000.00	6,600,000.00	-	3,300,000.00	66.7%
Community College	2,260,000.00	1,506,666.72	-	753,333.28	66.7%
Cultural	740,500.00	493,666.64	-	246,833.36	66.7%
Recreation	914,434.00	614,766.72	-	299,667.28	67.2%
Debt Service	7,704,785.00	7,611,635.72	-	93,149.28	98.8%
Transfer to Other Funds	2,349,366.00	0.00	-	2,349,366.00	0.0%
Contingency	50,000.00	0.00	-	50,000.00	0.0%
TOTAL GENERAL	67,426,930.38	43,258,084.50	1,406,636.24	22,762,209.64	66.24%
OTHER FUNDS:					
Employee Insurance Fund	4,754,360.00	2,255,121.29	0.00	2,499,238.71	47.4%
Vehicle Replacement Fund	450,000.00	366,561.25	85,425.25	-1,986.50	100.4%
Fed Seized Property Fund	70,000.00	19,865.44	2,292.35	47,842.21	31.7%
State Controlled Substance Fund	25,000.00	4,193.35	806.65	20,000.00	20.0%
School Capital Fund	3,217,343.00	2,700,000.00	0.00	517,343.00	83.9%
Transportation Fund	1,250,173.00	551,848.78	190,910.79	507,413.43	59.4%
Scrap Tire Disposal Fund	170,000.00	67,541.82	0.00	102,458.18	39.7%
Emergency Telephone Fund	534,124.00	385,845.23	38,818.61	109,460.16	79.5%
Revaluation Fund	74,144.00	40,883.60	0.00	33,260.40	55.1%
Automation-Preservation Fund	19,025.00	0.00	0.00	19,025.00	0.0%
MSW Landfill-Debt Service	0.00			0.00	
Capital Improvements Fund	4,583,715.00	2,245,916.58	2,164.28	2,335,634.14	49.0%
Fire Districts	1,457,424.00	1,233,111.17	0.00	224,312.83	84.6%
Solid Waste Management	3,112,839.00	1,555,115.76	49,709.79	1,508,013.45	51.6%
Trust & Agency Fund					
Family & Caregiver-Smart Sta	61,153.23	31,870.42	0.00	29,282.81	52.1%
TOTAL OTHER FUNDS	19,779,300.23	11,457,874.69	370,127.72	7,951,297.82	59.8%
GRAND TOTAL	87,206,230.61	54,715,959.19	1,776,763.96	30,713,507.46	64.8%

Lenoir County Inspections Count



Lenoir County Transit Revenue Comparison



Lenoir County Transit

Monthly Statistics

Month of February

Days of Service 25

Passenger Trips	Total
Ambulatory Passengers	5574
Non Ambulatory Passengers	518
Total Passenger Trips	6092

Purpose of Trips	
Medical (including Dialysis)	2389
Education	924
Employment	1467
Other	1312
	6092

Revenue	Total
Invoice Revenue	88,320.86
RGP Ticket Sales	5,390.00
EDTAP Ticket Fares	2,704.00
Fares Collected by Vehicle Operators	7,428.00
Total Monthly Revenue	103,842.86

Explanation of Purpose of Trips:

Medical: riders being taken to medical appointments; to doctor's appointments, dialysis, etc.

Education: riders being taken to LCC for classes

Employment: riders being taken back and forth to work

Other: riders being taken to day care, for financial services, human services, legal appointments, nutrition, pharmacy, recreation, shopping and social outings

Explanation of Revenue Terms:

Invoice Revenue: Rides billed by Transit to DSS, Work First, Council on Aging, ECU, and Vocational Rehab

RGP Ticket Sales: Rural General Public

EDTAP Ticket fares: Elderly Disabled Transportation Assistance Program

Fares Collected by Vehicle Operators: Cash collected by drivers for riders who have not purchased tickets in advance



Lenoir County
Local Government

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

Registration open for County Assembly Day 2016, Reminder to register for District Meetings

1 message

North Carolina Association of County Commissioners

Mon, Mar 7, 2016 at 12:40
PM

<communications@ncacc.org>

Reply-To: North Carolina Association of County Commissioners <communications@ncacc.org>

To: Michael <mjarman@co.lenoir.nc.us>



Register Now for County Assembly Day & District Meetings – Details Below

The 2016 Legislative Session is almost here, and now is the time to register for the biggest advocacy day of the year for North Carolina counties!



[Click to view the County Assembly Day 2016 Promotional Video](#)

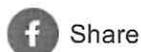
The NCACC will host County Assembly Day 2016 on Wednesday, May 18, at the Quorum Center in Raleigh, Wake County.

County commissioners may register free of charge till 8:00 A.M. on May 10. A \$125 registration fee will apply to any registrations received after this time.

Register Today! | 2016 Legislative Short Session Goals

The activities begin in the morning with a legislative update from NCACC staff and remarks from leaders of the General Assembly. After lunch, attendees visit the North Carolina General Assembly to meet with members of their delegation and advocate on behalf of counties. The event concludes during the evening with the annual reception to honor members of the General Assembly.

The more who attend, the bigger impact North Carolina counties can have. We look forward to seeing you in Raleigh on May 18th!



Share



Tweet



Forward



Share

[Click here to register for County Assembly Day 2016](#)

Don't forget to register for District Meetings

Each spring, the NCACC hosts a series of District Meetings throughout the state. The meetings offer county commissioners and management staff an opportunity to learn about the latest legislative developments in Raleigh, share information from their conversations with legislators, network with officials from other counties, and learn about the latest NCACC programs and services that benefit counties.

There is no cost to attend the meetings, which begin at 5:30 p.m. and include dinner. Each meeting will conclude by 8 p.m. Commissioners who attend a district meeting earn 3 credits in the "Association Sponsored Programs" category toward Practitioner, Master or Mentor status through the Local Elected Leaders Academy (LELA) Recognition Program.

Click on the county name to register for that meeting.

Registration deadline is the Tuesday before each meeting.

2016 District Meetings Schedule

Date	County	Location
March 31	<u>Granville</u>	<u>Granville County Expo & Convention Center</u> 4185 US Highway 15 South, Oxford
April 6	<u>Washington</u>	<u>Vernon James Center</u> 207 Research Station Road, Plymouth
April 7	<u>Cabarrus</u>	<u>Cabarrus Arena And Event Center</u> 4751 NC Highway 49 North, Concord
April 13	<u>Haywood</u>	<u>The Waynesville Inn</u> 176 Country Club Drive, Waynesville
April 14	<u>Surry</u>	<u>Cross Creek Country Club</u> 1129 Greenhill Road, Mount Airy
April 20	<u>Duplin</u>	<u>The Mad Boar</u> 110 River Village Place, Wallace



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You are receiving this communication because you are listed with the NCACC as a County Manager.

Our mailing address is:
North Carolina Association of County Commissioners
215 N. Dawson Street
Raleigh, NC 27603

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

1. Transportation Update – Commissioner Rouse

Lenoir County

March 2016

TIP Projects

B-4565: Bridges #42 and #43 over Neuse River on US 70 Business (Queen St.). Awarded to Thalle Construction Co., Inc. Project approximately 40% complete.

- Anticipate pouring deck of Stage 1 of overflow bridge by late March/early April.
- Anticipate girders to be set on Neuse River bridge last 2 weeks of March.

EB-3314D Kinston Riverwalk, multi-use path from downtown through Pearson Park to the Power Plant. Awarded to Lanier Construction. Project is approximately 95% complete. Anticipate completion by end of March.

Resurfacing

NC 148 Resurface from 2215 ft West of SR 1575 (Poole Rd) to NC 58. Awarded to Barnhill Contracting Co. Available July 1, 2016 with a completion date of November 1, 2016.

US 258 Resurface from 300 ft South of SR 1342 (Will Baker Rd) to US 70. Lets March 23, 2016, available May 2, 2016 with a completion date of September 30, 2016.

Secondary Roads Awarded to S.T. Wooten Corp. Available July 1, 2016 with a completion date of October 15, 2016.

SR 1152 Smith-Grady Rd, resurface from NC 11 to NC 55

SR 1546 Banks School Rd, resurface from US 70 to 100 ft East of Eastwood Dr

Asphalt Preservation project Apply joint sealer on 15 roads. Awarded to Slurry Pavers, Inc. Project is approximately 90% complete. Anticipate completion by end of March.

Please contact Jeff Cabaniss at jcabaniss@ncdot.gov or 252-439-2836 if you have any questions or comments.