

**LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA  
 MONDAY, JULY 21, 2014 – 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:** Mark Pope, Director, Economic Development, Presentation  
 Jerry Kanter, GTP Board  
 Dr. Stephen Mozingo, Lenoir County Public Schools

**CONSENT AGENDA: 10 Min.**

**ACTION**

- |    |   |             |
|----|---|-------------|
| 1. | Approval of Minutes: Regular Board Meeting: June 16, 2014.                      | King/Jarman |
| 2. | Resolution Approving the Releases and Refunds to the Individuals Listed Herein. | Parrish     |
| 3. | Budget Ordinance Amendment: General Fund: Process Funds: \$2,240.: Decrease.    | Martin      |

**END OF CONSENT AGENDA**

**BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS: 40 Min**

- |     |  |         |
|-----|--|---------|
| 4.  | Resolution Declaring Property as Surplus and Authorizing the Sale of Surplus Property by Auction.  | Harper  |
| 5.  | Resolution Approving the Purchase of Five (5) 20 ft. Light-Transit, Lift Equipped Vehicles for \$228,730. (American Recovery and Reinvestment Act funding)   | Harper  |
| 6.  | Resolution Approving Acceptance of Lenoir County Community Foundation Grant: \$1,000.  | Kelly   |
| 7.  | Resolution Approving Acceptance of Kinston Noon Rotary Grant: \$2,476.   | Kelly   |
| 8.  | Budget Ordinance Amendment: General Fund: Process Funds: \$4,432.35. Increase.   | Kelly   |
| 9.  | Resolution Approving Emergency Repair of Fire Alarm System: Williams Sprinkler Company, Inc.: \$2,835.80.  | Wiggins |
| 10. | Resolution Approving Purchase of Parts to Repair Cooling Tower: James M. Pleasants Company: Not to Exceed \$4,000.   | Wiggins |
| 11. | Resolution Approving Repair of Roof: Curtis Construction: \$9,560.   | Moore   |
| 12. | Resolution Approving Request to continue Election Status for the Work First Program during State Fiscal Years 2016-2019.                                     | Moore   |
| 13. | Budget Ordinance Amendment: General Fund: Health: WIC/PCM/CC4C/BT: \$10,157. Decrease.   | Huff    |
| 14. | Resolution Approving/Authorizing Execution of Purchase Order for Computers, Monitors, Cash Drawers and Software: Dell Marketing: Not to Exceed: \$17,000.00. | Rich    |

- |     |  |                  |
|-----|--|------------------|
| 15. | Resolution Approving Purchase Order: PLM Equipment Services, Inc.: \$3,000.00.   | Dail             |
| 16. | Resolution Approving Lease-Purchase of ZOLL Cardiac Monitors: Kansas State Bank: \$370,782.24.   | Dail             |
| 17. | Resolution Authorizing Award of contract for Additional Installation Services: 2012 CDBG Scattered Site Project: Atlanta Housing, LLC: \$6,075.00. | Martin           |
| 18. | Budget Ordinance Amendment: General Fund: Non-Departmental.: \$16,773.: Increase.  | Martin           |
| 19. | Budget Ordinance Amendment: General Fund: Process Funds: \$120,000.: Increase.   | Martin           |
| 20. | Budget Ordinance Amendment: General Fund: Non-Departmental.: \$120,560.: Increase.   | Martin           |
| 21. | Resolution Approving/Authorizing Execution of FY 14-15 Insurance Policies with WA Moore Company, Inc., and Discovery Insurance Co.: \$667,139.     | Martin/Hollowell |
| 22. | Budget Ordinance Amendment: General Fund/Employee Insurance Fund: Transfers/Employee Insurance: \$135,910.: Increase                               | Martin           |
| 23. | Resolution Approving Service Agreement: Brady Services, Inc.: \$5,502.   | Hill             |
| 24. | Resolution Approving Agreement and Contract: U.S. 70 Corridor Commission of N.C., Inc.: \$25,000.  | Jarman           |

**APPOINTMENTS: 5 Min**

- |     |  |        |
|-----|--|--------|
| 25. | Resolution Approving Citizens to Boards, Commissions, Etc. <b>5 Min.</b> | Jarman |
|-----|--|--------|

**OTHER ITEMS**

- |     |  |        |
|-----|--|--------|
| 26. | <b>Items from County Manager/County Attorney/Commissioners Public Comments/Closed Session (if Necessary)</b> | Jarman |
|-----|--|--------|



# Lenoir County Public Schools

## Proposed Capital Projects

### 2014 - 2015

#### Roof Structures

<u>Location</u>	<u>Description</u>	<u>Projected Cost</u>
Rochelle	Band Rm. Roof Replacement  Rationale: The roof on the band room at Rochelle Middle School is has many persistent leaks that simply cannot be repaired with patches, the primary method of repair that has been used to address the constantly evolving leaks in this roof for years.	\$68,400
SLHS	Main Lobby Roof Replacement  Rationale: The lobby area at South Lenoir High School has multiple leaks that have not been addressed sufficiently through patching and the replacement of shingles in various areas of the roof. New shingles throughout are needed throughout, along with replacement plywood decking in some parts of the roof.	\$56,200

Subtotal for Roof Structures = \$124,600

#### Heating – Air Conditioning Systems

SLHS	Chiller Replacement  Rationale: The chiller serving the	\$111,500
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main classroom building and auditorium at South Lenoir High School currently is operating at partial (almost no) capacity. This system is 27 years old and is in great need of replacement.

NLHS Chiller Replacement \$105,766

Rationale: The chiller serving the main classroom building and auditorium at South Lenoir High School currently is operating at partial capacity. This system is 27 years old and is in great need of replacement. This system failed completely during the May 2014 and repaired well enough to engage in partial operation.

Frink Chiller Replacement \$129,529

Rationale: The chiller at Frink Middle School is in critical condition. The system has been repaired multiple over the years and currently will operate at a maximum of 50% capacity. Some of the necessary regular components for repair no longer are even available for purchase because of the age of the unit. This creates unacceptable levels of heat in the FMS classrooms. This unit is nearly 40 years old and is great need of replacement.

Moss Hill Install Window-Mounted Heating and Air Conditioning Units in the Old Building (Units + Required Electrical Upgrade to Handle Additional Load + Thermostats, Steel Mounting Brackets, Installation Hardware, Wood and Other Materials for Installation) \$79,000

Rationale: The classrooms in the two-story front building at Moss Hill are almost always hot during the warm weather months because of an inability of the current HVAC system to cool the rooms.

Subtotal for Heating – Air Conditioning Systems = \$ 425, 795

## **Parking Lot Resurfacing**

Rochelle	Patch / Repave Parts of Back Parking Lot and Access Street	\$44, 600
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Subtotal for Paving = \$ 44, 600

\*Note: Please see enclose quote for \$82, 925 (quote for paving all of the parking lot involved and the entire “street” behind Rochelle Middle School --- LCPS is planning to use additional funds from another source to pay for the difference between the \$40, 000 originally requested and the cost of completing the entire paving project.

## **LCPS Fleet Vehicles**

Activity Buses (2 @ 90, 000 each)	\$180, 000
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Maintenance Vehicles (4 @ 22, 500 each)	\$ 90, 000
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Rationale: Purchasing these vehicles reflects our multi-year plan to improve our fleet of aging buses and other vehicles by purchasing a few each year in order to avoid having a scenario in which all of the vehicles need to be replaced at the same time.

Subtotal for LCPS Vehicles = \$ 270, 000

<b>Total for All Capital Projects---</b>	<b>\$ 864, 995</b>
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Roof Replacement  
Project:  
Rochelle  
(Band Room)



- CL.1: Arrive on time with needed supplies.
- CL.2: Complete assignments.
- CL.3: Follow adult directions.
- CL.4: Listen while others are speaking.
- CL.5: Keep and have your area organized and clean.
- CL.6: Follow classroom rules & procedures.
- CL.7: Keep furniture and facilities clean and unobstructed.
- CL.8: Use materials, equipment, & materials properly.

**YAMAHA**

Open Practice

GOAL # 2

The learner will play alone and with others of music.

Roof  
Replacement  
Project:  
Rockelle  
(Band Rooms)

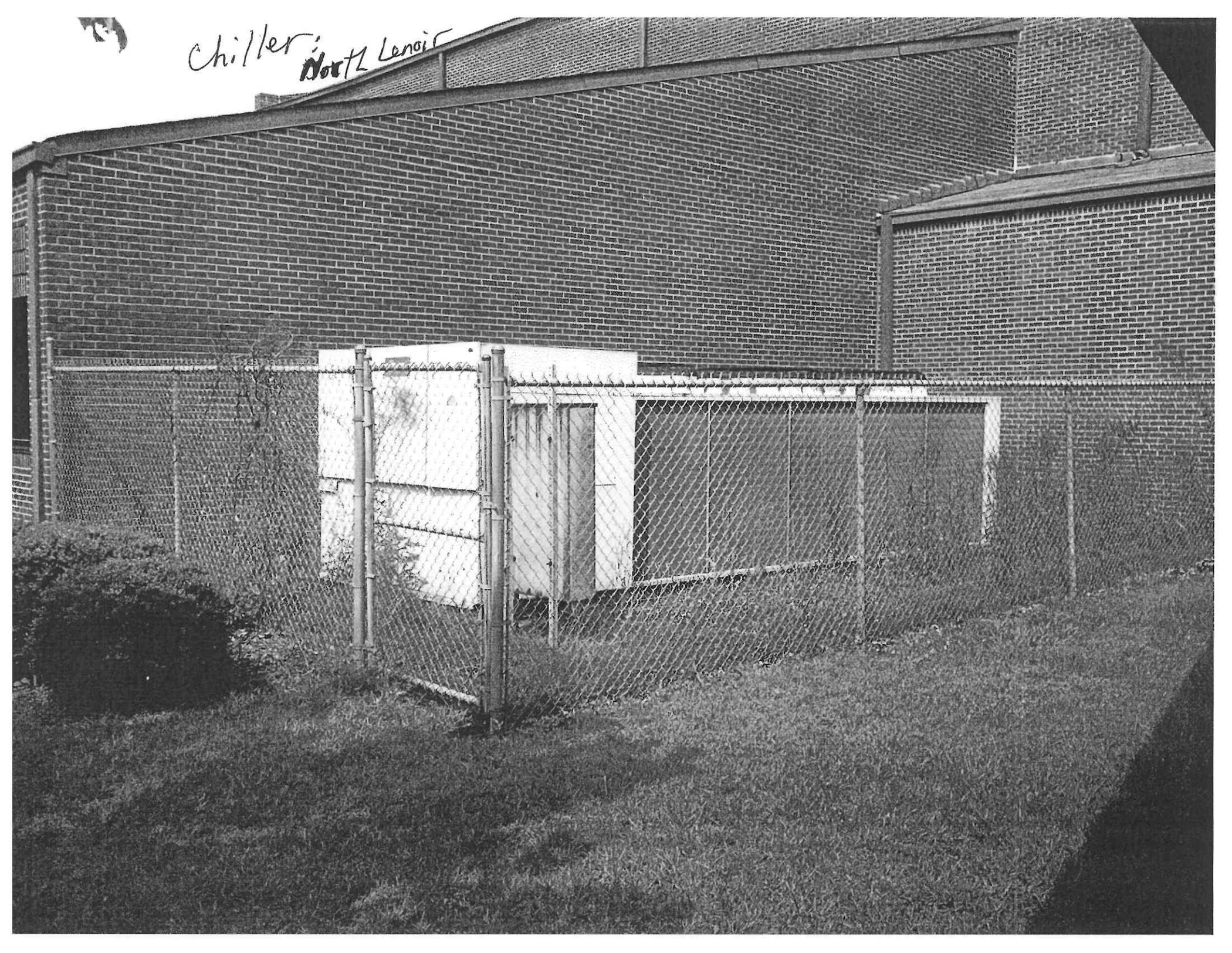
Leak in  
Lobby Area  
at  
South  
Conor



Leaks in Lobby at  
South Lenoir



Chiller  
Nottz Lenoir

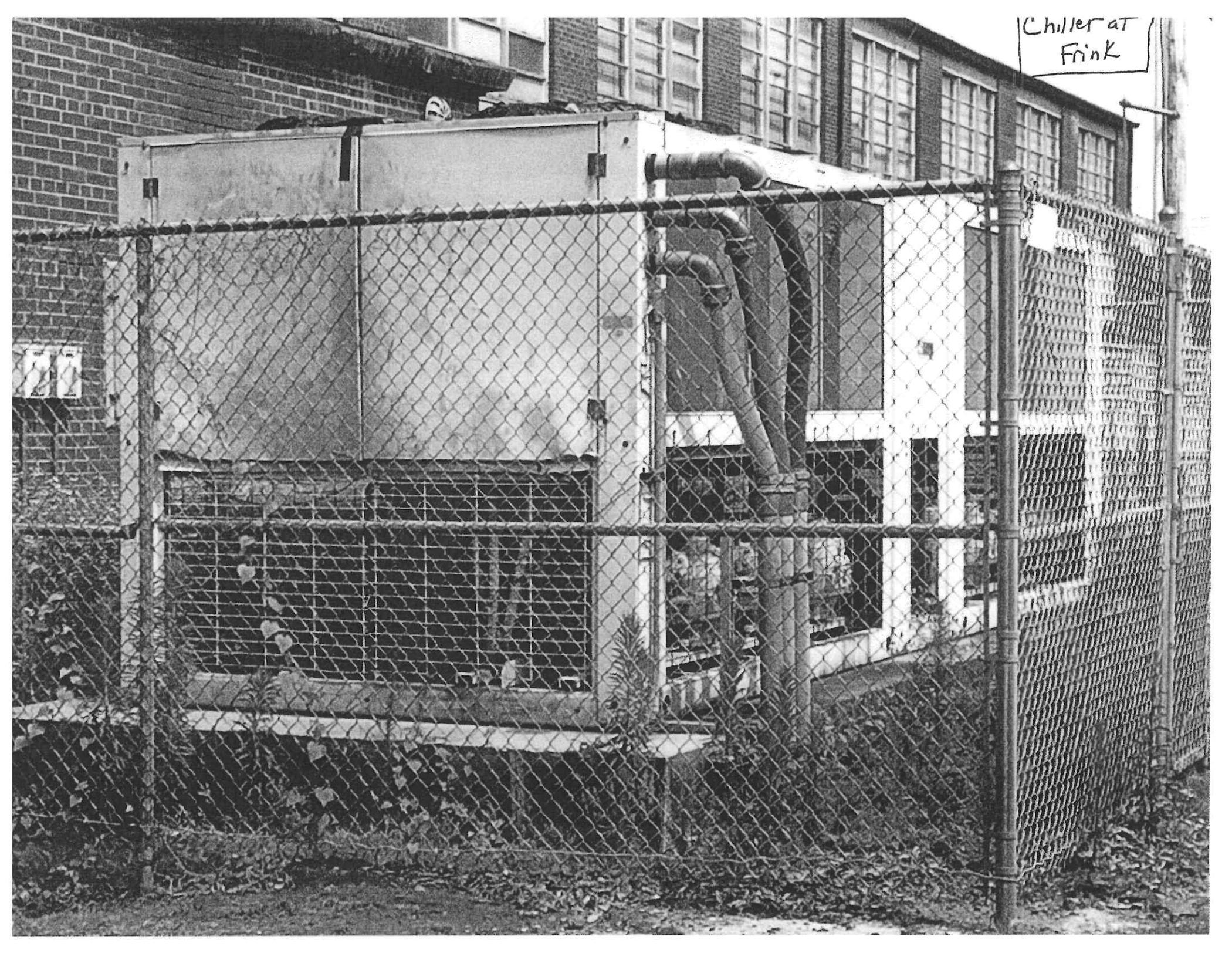




Chiller  
Salt  
Lenny

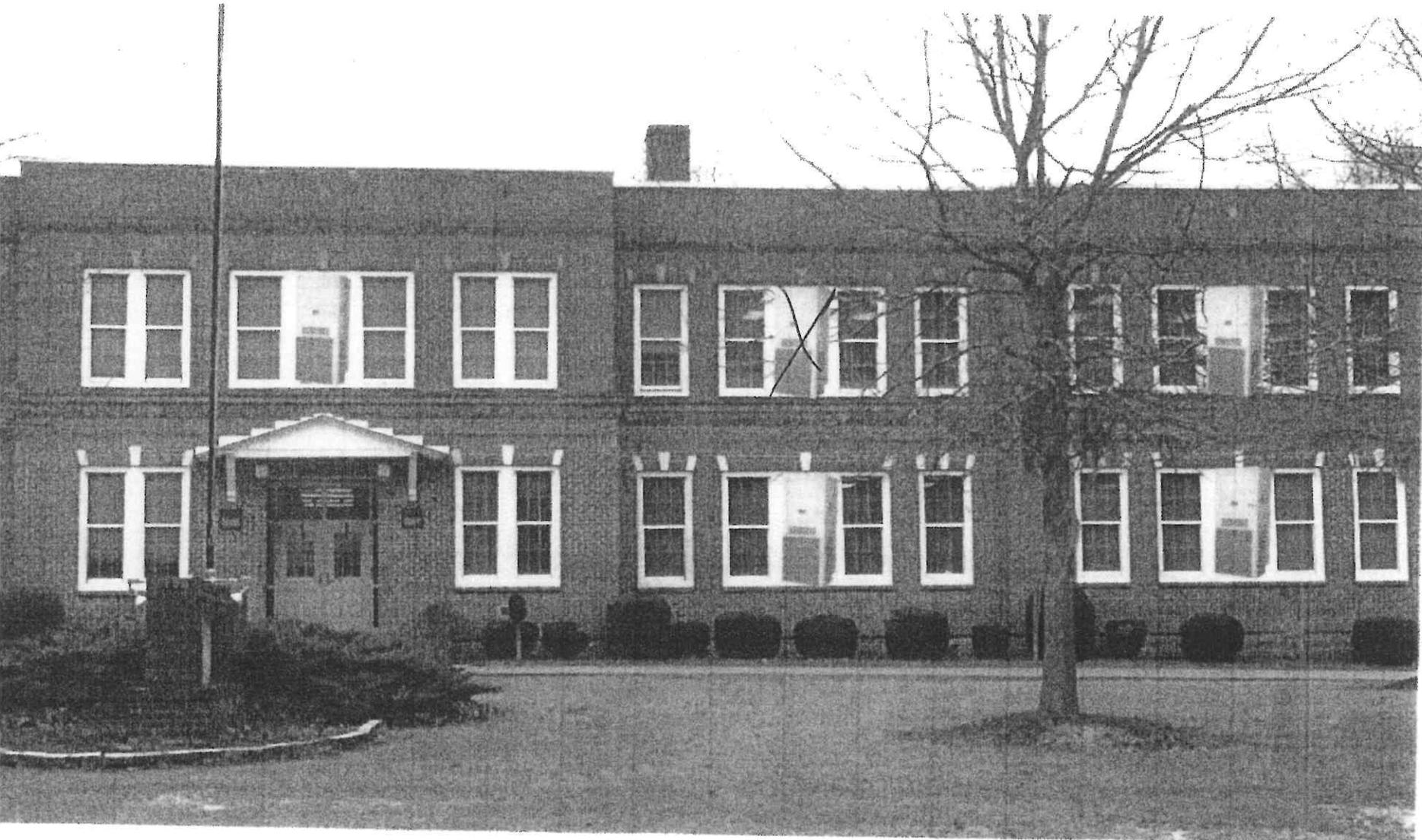


Chiller at Frink



Moss Hill HVAC Projects  
(A Representation of What the New Units Will Look Like)

10/22/2010







# CURTIS AND CURTIS INC.

COMMERCIAL • INDUSTRIAL • RESIDENTIAL  
ROOFING CONTRACTORS

PO Box 5513  
Kinston, NC 28503

ROBERT C. CURTIS  
President

R. CHARLES CURTIS, JR.  
Vice-President/Gen. Mgr.

April 15, 2014

Mr. Cecil Outlaw  
Lenoir County Schools  
500 Abbott St.  
Kinston, NC 28504

REF: Rochelle School - Band Room

## PROPOSAL

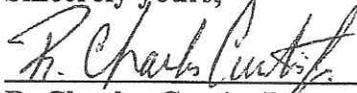
We propose to furnish all labor, materials, tools, equipment, trucking, on site supervision, workmen's compensation and general liability insurance to perform the following work:

- Remove existing roofing, truck to county landfill and pay all fees.
- Mechanically attach two layers of 2" Polyisocynurate Insulation to meet building code.
- Install two layers of modified base sheet. Each layer embedded in a full mopping of hot Type III Asphalt.
- Finish with a white granular surfaced cap sheet also installed in a full mopping of hot Type III Asphalt.
- All metal trim/fascia to be formed using 0.040 aluminum with a Kynar finish.
- Yard to be raked clean of roofing debris upon completion.

❖ For the above listed work: \$68,400.

Thank you for the opportunity of quoting your work.

Sincerely yours,

  
\_\_\_\_\_  
R. Charles Curtis, Jr.

Approved: \_\_\_\_\_

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



Since 1947

ROBERT C. CURTIS  
President

# CURTIS AND CURTIS INC.

COMMERCIAL • INDUSTRIAL • RESIDENTIAL  
ROOFING CONTRACTORS

PO Box 5513  
Kinston, NC 28503

R. CHARLES CURTIS, JR.  
Vice-President/Gen. Mgr.

April 15, 2014

Mr. Cecil Outlaw  
Lenoir County Schools  
500 Abbott St.  
Kinston, NC 28504

REF: South Lenoir High School

## PROPOSAL

We propose to furnish all labor, materials, tools, equipment, trucking, on site supervision, workmen's compensation and general liability insurance to perform the following work:

- Remove existing shingles down to the wood deck and dispose of properly.
- Re-nail lose sheathing.
- Install new #15 drying in felt with button cap nails.
- Install 30 year Three Tab Fiberglass Shingles. Color to be selected by owner.
- New vent pipe flashings.
- Rework all metal flashings.
- Yard to be raked clean of roofing debris upon completion.

❖ For the above listed work: \$56,250

Thank you for the opportunity of quoting your work.

Sincerely yours,

\_\_\_\_\_  
R. Charles Curtis, Jr.

Approved: \_\_\_\_\_

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



1915 North Church Street . Post office Box 13587  
Greensboro NC 27405  
336-378-0670 , 800-849-1915  
Fax: 336-379-8893

Attn: Ritchie Taylor  
For: Lenoir County Schools  
500 Abbott Street  
Kinston, NC 28501

Quotation No: 104-080913JC-TC

Date: 4/28/2014

**Re: South Lenoir High School 155 Ton Chiller Replacement**

Brady is pleased to provide the enclosed proposal for your review and approval. This bid is based on the information you provided to us per our site visit. Any revisions required at a later date will be subject to price review at that time. Our proposal is as follows.

**Scope of Work:**

**Equipment**

- Brady shall disconnect all power wiring, control wiring, and chilled water piping for removal and disposal of your existing air cooled chiller. Brady shall evacuate and dispose of refrigerant per all EPA, state, and federal guides lines.
- Brady shall include all labor, accessories, tool, equipment, and materials required to completely execute the installation of your new Trane 155 ton air cooled chiller. Chiller specification are as followed.
  - Model RTAC air cooled series.
  - 155 nominal tons.
  - 460 volt / 3 phase / 60 hertz.
  - Standard configuration.
  - C/UL listing.
  - ASHRAE 90.1 all versions compliant.
  - AHRI certified.
  - ASME.
  - Standard 40 - 60F leaving water, with evaporator heaters
  - 2 pass arrangement, 0.75 insulation.
  - Fluid type - water.
  - Standard ambient temperature range.
  - Aluminum slit fins.
  - Condenser fans with TEAO motors.
  - Wye-delta closed transition starter.
  - Single point power connection.
  - Circuit breakers - HACR rated.
  - 10,000 amp SCWR.
  - Factory installed flow switch.
  - Refrigerant isolation valves.
  - Coil protection.
  - Elastomeric isolation.
  - Factory start-up and 1st year labor warranty whole unit.
  - 1st year refrigerant warranty.

**Pipe, Valves and Fittings**

- Brady shall furnish and install all pipe, manual valves, and fittings as required to rework chilled water piping from existing chilled water supply and return piping to new chiller.
- All exterior Chilled water pipe, valves, and fittings shall be insulated with snap - on type fiberglass pipe insulation with factory applied all service jacket moisture barrier and a protective aluminum jacket. Fitting and valves insulation shall be fiberglass inserts of same material and thickness as on adjacent pipe with factory preformed aluminum jacket cover. Aluminum jacket shall be not less than .016" thick and shall be secured with aluminum screws.

**Electrical Work**

- Brady shall furnish and install conduit and conductors that are required for a complete electrical power system from room side of existing disconnect to new chiller. Brady shall reuse existing breaker, conduit, and conductors on line side.
- Brady shall furnish and install conduit and conductors that are required to interlock the existing chilled water pump with new chiller.
- Brady shall furnish and install conduit and conductors required to install heat tracing on the exterior chilled water supply and return piping.

**Clarifications**

- All work is based on straight time hours, which are Monday through Thursday from 7:00 am to 5:30 pm.
- Start-up and check out of equipment to be done by Brady Services field technician.
- Brady shall furnish all crane, rigging, and trucking as needed for this project.  
Brady shall reuse the existing concrete pads.
- During site visit, Brady did not have access to the electrical room and pricing is based on the assumption the existing breaker will carry the load of the new chiller.
- Brady excludes all controls work required to integrate new chiller to an existing building controls system.

<b>Pricing:</b> Lump Sum Pricing For Above Scope of Work ----- \$101,366.00
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**All appropriate taxes and freight are included in the above price**

*Brady may withdraw or add a surcharge to this proposal if not accepted within 10 days from the date above, due to increase in cost of materials and fuel.*

*I trust this is the information that you requested. If I can be of further service please call at your convenience.*

Sincerely,  
**Tim Copeland**

Acceptance Signature: \_\_\_\_\_

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

NC Electrical License # 20455-U  
 NC Mechanical License # 20378 - H1, H2, H3

**Have you thought about these energy saving opportunities? Quick paybacks? Energy company rebates?**

-  Installing an Airguard filter could yield a 13% reduction in energy usage.
-  Installing a Lumalier UVGI to your existing system to help disinfect and prevent mold and microbial growth on your coils and drain pans. Clean coils also reduce your fan energy bill.
-  Replace fan inlet guide vanes or condenser water bypass with variable frequency drives and accrue significant energy savings.

**Ask your Brady Representative about these and other options for your building today.**

<p>1. <b>Acceptance.</b> A proposal made upon these terms is subject to acceptance within fifteen days from date of proposal and 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.</p> <p>2. <b>Payment and Taxes.</b> Payment is due upon receipt of Brady Services invoice. A service charge of 11% on unpaid balances</p>	<p>6. <b>Insurance.</b> 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. Trane does not waive any rights of subrogation.</p>
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may be charged by Brady services. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Brady Services or, alternatively, shall provide Brady Services with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Brady Services in attempting to collect amounts due. Any after-hours services shall be billed according to then prevailing overtime or emergency rates.

**3. Warranties.** (a) Brady Service material supplied is warranted be free from defect for a period of 12 months from date of start-up or replacement and Brady services obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) workmanship is warranted (to have been properly performed) for a period of 12 months from completion and Brady Services obligation under this warranty is limited to correcting any improperly performed services.

**4. 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.

**5. 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.

**7. 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.

**8. 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 Trane. 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 Trane.

**Applicable only in the United States:**

**9. Equal Employment Opportunity/Affirmative Action Clause.** Trane 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.

1-26.130-7 (0403)  
Supersedes 1-26.130-7 (1002)  
1-10.48 (0603)



1915 North Church Street . Post office Box 13587  
Greensboro NC 27405  
336-378-0670 , 800-849-1915  
Fax: 336-379-8893

Attn: Ritchie Taylor  
For: Lenoir County Schools  
500 Abbott Street  
Kinston, NC 28501

Quotation No: 105-080913JC-TC

Date: 4/28/2014

**Re: North Lenoir High School 155 Ton Chiller Replacement**

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  - 155 nominal tons.
  - 460 volt / 3 phase / 60 hertz.
  - Standard configuration.
  - C/UL listing.
  - ASHRAE 90.1 all versions compliant.
  - AHRI certified.
  - ASME.
  - Standard 40 - 60F leaving water, with evaporator heaters
  - 2 pass arrangement, 0.75 insulation.
  - Fluid type - water.
  - Standard ambient temperature range.
  - Aluminum slit fins.
  - Condenser fans with TEAO motors.
  - Wye-delta closed transition starter.
  - Single point power connection.
  - Circuit breakers - HACR rated.
  - 10,000 amp SCWR.
  - Factory installed flow switch.
  - Refrigerant isolation valves.
  - Coil protection.
  - Elastomeric isolation.
  - Factory start-up and 1st year labor warranty whole unit.
  - 1st year refrigerant warranty.

**Pipe, Valves and Fittings**

- Brady shall furnish and install all pipe, manual valves, and fittings as required to rework chilled water piping from existing chilled water supply and return piping to new chiller.
- All exterior Chilled water pipe, valves, and fittings shall be insulated with snap - on type fiberglass pipe insulation with factory applied all service jacket moisture barrier and a protective aluminum jacket. Fitting and valves insulation shall be fiberglass inserts of same material and thickness as on adjacent pipe with factory preformed aluminum jacket cover. Aluminum jacket shall be not less than .016" thick and shall be secured with aluminum screws.

**Electrical Work**

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Pricing:  
 Lump Sum Pricing For Above Scope of Work ----- \$105,766.00

**All appropriate taxes and freight are included in the above price**

*Brady may withdraw or add a surcharge to this proposal if not accepted within 10 days from the date above, due to increase in cost of materials and fuel.*

*I trust this is the information that you requested. If I can be of further service please call at your convenience.*

*Sincerely,  
 Jim Copeland*

Acceptance Signature: \_\_\_\_\_

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

NC Electrical License # 20455-U  
 NC Mechanical License # 20378 - H1, H2, H3

**Have you thought about these energy saving opportunities? Quick paybacks? Energy company rebates?**

-  Installing an Airguard filter could yield a 13% reduction in energy usage.
-  Installing a Lumalier UVGI to your existing system to help disinfect and prevent mold and microbial growth on your coils and drain pans. Clean coils also reduce your fan energy bill.
-  Replace fan inlet guide vanes or condenser water bypass with variable frequency drives and accrue significant energy savings.

**Ask your Brady Representative about these and other options for your building today.**

<p><b>1. Acceptance.</b> A proposal made upon these terms is subject to acceptance within fifteen days from date of proposal and 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.</p> <p><b>2. Payment and Taxes.</b> Payment is due upon receipt of Brady Services invoice. A service charge of 1½% on unpaid balances</p>	<p><b>6. Insurance.</b> 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. Trane does not waive any rights of subrogation.</p>
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**4. 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.

**5. 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.

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**Applicable only in the United States:**

**9. Equal Employment Opportunity/Affirmative Action Clause.** Trane 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.

1-26.130-7 (0403)  
Supersedes 1-26.130-7 (1002)  
1-10.48 (0603)



1915 North Church Street . Post office Box 13587  
Greensboro NC 27405  
336-378-0670 , 800-849-1915  
Fax: 336-379-8893

Attn: Ritchie Taylor  
For: Lenoir County Schools  
500 Abbott Street  
Kinston, NC 28501

Quotation No: 103-080913JC-TC

Date: 4/28/2014

**Re: Frink Middle School 200 Ton Chiller Replacement**

Brady is pleased to provide the enclosed proposal for your review and approval. This bid is based on the information you provided to us per our site visit. Any revisions required at a later date will be subject to price review at that time. Our proposal is as follows.

**Scope of Work:**

**Equipment**

- Brady shall disconnect all power wiring, control wiring, and chilled water piping for removal and disposal of your existing air cooled chiller. Brady shall evacuate and dispose of refrigerant per all EPA, state, and federal guides lines.
- Brady shall include all labor, accessories, tool, equipment, and materials required to completely execute the installation of your new Trane 200 ton air cooled chiller. Chiller specification are as followed.
  - Model RTAC air cooled series.
  - 200 nominal tons.
  - 460 volt / 3 phase / 60 hertz.
  - Standard configuration.
  - C/UL listing.
  - ASHRAE 90.1 all versions compliant.
  - AHRI certified.
  - ASME.
  - Standard 40 - 60F leaving water, with evaporator heaters
  - 2 pass arrangement, 0.75 insulation.
  - Fluid type - water.
  - Standard ambient temperature range.
  - Aluminum slit fins.
  - Condenser fans with TEAO motors.
  - Wye-delta closed transition starter.
  - Single point power connection.
  - Circuit breakers - HACR rated.
  - 65,000 amp SCWR.
  - Factory installed flow switch.
  - Refrigerant isolation valves.
  - Coil protection.
  - Elastomeric isolation.
  - Factory start-up and 1st year labor warranty whole unit.
  - 1st year refrigerant warranty.

**Pipe, Valves and Fittings**

- Brady shall furnish and install all pipe, manual valves, and fittings as required to rework chilled water piping from existing chilled water supply and return piping to new chiller.
- All exterior Chilled water pipe, valves, and fittings shall be insulated with snap - on type fiberglass pipe insulation with factory applied all service jacket moisture barrier and a protective aluminum jacket. Fitting and valves insulation shall be fiberglass inserts of same material and thickness as on adjacent pipe with factory preformed aluminum jacket cover. Aluminum jacket shall be not less than .016" thick and shall be secured with aluminum screws.

**Electrical Work**

- Brady shall furnish and install conduit and conductors that are required for a complete electrical power system from load side of existing disconnect to new chiller. Brady shall reuse existing breaker, conduit, and conductors on line side.
- Brady shall furnish and install conduit and conductors that are required to interlock the existing chilled water pump with new chiller.
- Brady shall furnish and install conduit and conductors required to install heat tracing on the exterior chilled water supply and return piping.

**Clarifications**

- All work is based on straight time hours, which are Monday through Thursday from 7:00 am to 5:30 pm.
- Start-up and check out of equipment to be done by Brady Services field technician.
- Brady shall furnish all crane, rigging, and trucking as needed for this project.
- Brady shall reuse the existing concrete pads.
- Brady excludes all controls work required to integrate new chiller to an existing building controls system.

Pricing:

Lump Sum Pricing For Above Scope of Work ----- \$129,529.00

**All appropriate taxes and freight are included in the above price**

*Brady may withdraw or add a surcharge to this proposal if not accepted within 10 days from the date above, due to increase in cost of materials and fuel.*

*I trust this is the information that you requested. If I can be of further service please call at your convenience.*

Sincerely,  
**Jim Copeland**

Acceptance Signature: \_\_\_\_\_

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

NC Electrical License # 20455-U  
NC Mechanical License # 20378 - H1, H2, H3

**Have you thought about these energy saving opportunities? Quick paybacks? Energy company rebates?**

-  Installing an Airguard filter could yield a 13% reduction in energy usage.
-  Installing a Lumalier UVGI to your existing system to help disinfect and prevent mold and microbial growth on your coils and drain pans. Clean coils also reduce your fan energy bill.
-  Replace fan inlet guide vanes or condenser water bypass with variable frequency drives and accrue significant energy savings.

**Ask your Brady Representative about these and other options for your building today.**

<p>1. <b>Acceptance.</b> A proposal made upon these terms is subject to acceptance within fifteen days from date of proposal and 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.</p> <p>2. <b>Payment and Taxes.</b> Payment is due upon receipt of Brady Services invoice. A service charge of 1½% on unpaid balances may be charged by Brady services. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Brady Services or alternatively shall provide Brady</p>	<p>6. <b>Insurance.</b> 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. Trane does not waive any rights of subrogation.</p> <p>7. <b>Performance.</b> 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</p>
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Services with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Brady Services in attempting to collect amounts due. Any after-hours services shall be billed according to then prevailing overtime or emergency rates.

**3. Warranties.** (a) Brady Service material supplied is warranted be free from defect for a period of 12 months from date of start-up or replacement and Brady services obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) workmanship is warranted (to have been properly performed) for a period of 12 months from completion and Brady Services obligation under this warranty is limited to correcting any improperly performed services.

**4. 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.

**5. 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.

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.

**8. 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 Trane. 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 Trane.

**Applicable only in the United States:**

**9. Equal Employment Opportunity/Affirmative Action Clause.** Trane 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.

1-26.130-7 (0403)  
Supersedes 1-26.130-7 (1002)  
1-10.48 (0603)

**PECO ELECTRIC, INC.**

1711 ELIJAH LOFTIN ROAD ~ KINSTON, N.C. 28504  
Phone 252-527-5285 ~ Fax 252-527-2869

Moss Hill HVAC  
Project

June 25, 2014

Owner/Customer: Lenoir County Schools

## PECO LICENSE # 28165U

REFERENCE: Moss Hill Elementary School Bard Units

DEAR SIRs:

WE APPRECIATE THIS OPPORTUNITY TO SUBMIT TO YOUR FIRM OUR ELECTRICAL PROPOSAL FOR THE ABOVE REFERENCED PROJECT. WE WILL FURNISH THE ELECTRICAL MATERIALS AND PERFORM THE LABOR FOR THE SUM OF: \$29,435.00

BELOW LISTED ITEMS ARE FOR CLARIFICATION OF OUR PROPOSAL.

- 1) PROVIDE AND INSTALL ONE (1) 1200AMP 120/208V, 3 PHASE SERVICE FOR NEW BARD UNITS
- 2) WIRE FOR THIRTEEN (13) BARD UNITS. (6 LOCATED ON FRONT OF BUILDING, 7 LOCATED ON REAR OF BUILDING) UNITS RATED AT: MCA = 51 TO 54 AMPS, MOCP = 60 AMPS

NOTE: NEW SERVICE LOCATED IN SAME EQUIPMENT ROOM AS EXISTING SERVICE

THESE PRICES FIRM FOR THIRTY (30) DAYS

IF YOU HAVE ANY QUESTIONS OR NEED ANY FURTHER INFORMATION PLEASE GIVE ME A CALL @ 252-527-5285

Tom Ballard

Moss Old Part



ALLSEASONS  
COMMERCIAL HVAC DISTRIBUTION  
P.O. Box 14927 • Greensboro, NC 27415

# Proposal

1007 Warehouse Street, Greensboro, NC 27405  
Phone 336-478-1002 800-669-1761 Fax 336-478-1003



To: Lenoir County Schools

Quote Number 5976

Address \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Project Moss Hill

Attention Ritchie Taylor

Location \_\_\_\_\_

Date March 20, 2014

Expires 30 Days

Qty	Description	Unit Price	Total
1	W36H1-B15xxxxxE Bard - 3-ton Heat Pump: ..... * 35.6 Mbh Cooling / 35 Mbh Heating * 208/230/3 * 15 Kw * Low Ambient to 0 * Aluminum Supply and Return Filter Grille	\$2,688.00	
1	W60H1-B15xxxxxE - Bard 5-ton Heat Pump: ..... * 55.2 Mbh Cooling / 54 Mbh Heating * 208/230/3 * 15 Kw * Low Ambient to 0 * Aluminum Supply and Return Filter Grille	\$3,736.00	
1	Add Honeywell / Bard Thermostat.....	\$69.00	
<p>11 - 3 ton units = \$29,568.00 2 - 5 ton units = \$7,472.00 total = 37,040.00 * TAX</p>			

Freight Collect or Ppd & Billed

Sales Tax Not Included In Above Pricing

Freight Allowed Full Quantity to Location Above  XXX

Quotation By: Drayton Stott

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



**Barnhill Contracting Company  
Coastal Division**

P.O. Box 399  
604 E. New Bern Road  
Kinston, N.C. 28502  
Phone (252)527-8021  
Fax (252)527-4739

*Rochelle Paving Project  
(Partial Paving)*

*Note: We are electing to do full paving (next estimate instead of partial paving) (this estimate)*

**PROPOSAL and CONTRACT  
ATTN: MR. CECIL OUTLAW  
LENOIR COUNTY PUBLIC SCHOOLS  
PO BOX 729  
KINSTON, N.C. 28502**

**PLEASE ADDRESS REPLY TO  
BARRY P. KASS  
562 BARRUS CONSTRUCTION RD.  
GREENVILLE, N.C. 27834  
Date May 9, 2014**

Barnhill Contracting Company, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the construction or improvements at ROCHELLE SCHOOL, 301 N. ROCHELLE BLVD., KINSTON, N.C. which property is owned by LENOIR COUNTY PUBLIC SCHOOLS.

**Description of Work and Prices: LUMP SUM \$44,600.00**

**MILL ASPHALT 2"; FINEGRADE SUBGRADE AND PLACE A 2" AVERAGE ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B. PAVEMENT MARKINGS INCLUDED FOR THE LUMP SUM OF \$44,600.00**

This quotation is based on ATTACHED SKETCH by BCC dated 4/10/2014. Prices quoted herein are based upon the site being available for completion of the Company, work by 6/9/2014 and are firm until that date. Customer's agent, \_\_\_\_\_, is specifically designated as the on-site representative of \_\_\_\_\_ and is authorized to direct additional work to this contract, negotiate its cost and sign for the cost of the work. Unless a lump sum price is paid for the foregoing work and is clearly stated, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Company. If the foregoing meets with acceptance, kindly sign and return the white copy of our proposal. Upon its receipt it is understood the foregoing, including the terms and conditions set forth hereunder, will constitute the full and complete agreement between us.

This proposal expires fifteen (15) days from date hereof, but may be accepted at any later date at the sole option of the Company.

**Please note the Specific Exclusions on page 2 of 3 of this Proposal and Contract**

Accepted:

LENOIR COUNTY PUBLIC SCHOOLS  
(Firm Name)

\_\_\_\_\_

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

\_\_\_\_\_  
(Date)

Very truly yours,  
**Barnhill Contracting Company**

By: *Barry P. Kass*  
**BARRY P. KASS  
ESTIMATOR**

\_\_\_\_\_  
May 9, 2014  
(Date)

Notes

1. Barnhill Contracting Company assumes no responsibility for standing or ponding of water on grade with 1.5% or less slope.
2. Barnhill Contracting Company shall only be responsible for defects to the concrete caused by Barnhill Contracting Company if there has been no traffic or other disturbance to the concrete for a period of seven (7) days following the date the concrete was placed. Representatives of each party shall meet seven (7) days after concrete installation to determine the extent of any defect or damage. Barnhill Contracting Company shall not be responsible for any defect or damage occurring after the date of such inspection.

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LENOIR COUNTY PUBLIC SCHOOLS



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BARNHILL CONTRACTING COMPANY

**PROPOSAL & CONTRACT ATTACHMENT**  
**TERMS AND CONDITIONS**

Payment in full for all work performed hereunder during any month shall be made according to the terms stated herein but not later than thirty (30) days from the date of invoice. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Payment shall not be contingent upon payment to you by owner or any other person. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed or one and one-half percent (1 ½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by Barnhill Contracting Company in collecting the amounts owed by you under the Agreement, including any and all court costs and attorney fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by Barnhill Contracting Company in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this contract until your credit has been checked and approved by our Credit Department. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide any pay for Workman's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single-shift operation. It will be your responsibility to coordinate the work of others.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, or lack of readily available local material. Whether affecting this work or other operations in which we are involved, directly or indirectly. You shall not interfere with the progress of our work. Any delay damages we incur, including attorney fees, resulting from your breach of this or any other provision in this contract, shall be paid by you.

If for causes beyond our control, our work is not completed by the date stated on the front of this proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligations with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to hold us harmless from any liability resulting from, damages to utilities or other facilities or objects buried beneath our work area or designated areas of access when the existence or location of utilities, facilities or objects is unknown to the Company.

It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure to subgrade or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken. You agree that the proper jurisdiction and venue for adjudication concerning the contract is Edgecombe, North Carolina and you waive any right to jurisdiction and venue in any other place.

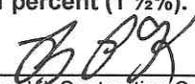
You agree to indemnify and hold us harmless for all expenses, including attorney and expert fees, arising from your breach of any provision of this contract, or any other claims, injuries or damages resulting from your acts or omissions and those of your employees, agents, and other contractors and their subcontractors and any other person directly or indirectly under your control.

When the Company contracts to place Aggregate Base Course or Bituminous Concrete on grade prepared by others, the grade must be firm, stable, and unyielding within 0.1 foot of plan grade with sufficient suitable material on site for final grading. The Company is not responsible for failure of grade prepared by others.

**Specific Exclusions**

The following items are specifically excluded from this contract unless listed as work included in the contract under "Description of Work and Price": engineering and staking; testing; permits and fees; undercut and backfill of unsuitable material; landscaping; excavation or backfill of footings; temporary utilities or facilities; adjustment, removal, or relocation of new or existing utilities; soil treatment, soil poisoning or preventing vegetation from growing through asphalt; obtaining approvals or inspections by third parties; and paint striping unless specifically provided for in this contract. The Company assumes no responsibility for standing or ponding of water on finished asphalt surfaces with a designated slope of less than one and one-half percent (1 ½%).

Accepted \_\_\_\_\_  
Customer Initials

  
\_\_\_\_\_  
Barnhill Contracting Company



**Barnhill Contracting Company**  
**Coastal Division**  
 P.O. Box 399  
 604 E. New Bern Road  
 Kinston, N.C. 28502  
 Phone (252)527-8021  
 Fax (252)527-4739

*Rochelle Parking  
 Project  
 (Full  
 Job)*

**PROPOSAL and CONTRACT**  
**ATTN: MR. CECIL OUTLAW**  
**LENOIR COUNTY PUBLIC SCHOOLS**  
**PO BOX 729**  
**KINSTON, N.C. 28502**

**PLEASE ADDRESS REPLY TO**  
**BARRY P. KASS**  
**562 BARRUS CONSTRUCTION RD.**  
**GREENVILLE, N.C. 27834**  
**Date April 11, 2014**

Barnhill Contracting Company, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the construction or improvements at ROCHELLE SCHOOL, 301 N. ROCHELLE BLVD., KINSTON, N.C. which property is owned by LENOIR COUNTY PUBLIC SCHOOLS.

**Description of Work and Prices: LUMP SUM \$82,925.00**

**MILL ASPHALT 2"; FINEGRADE SUBGRADE AND PLACE A 2" AVERAGE ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B. PAVEMENT MARKINGS INCLUDED FOR THE LUMP SUM OF \$82,925.00**

This quotation is based on ATTACHED SKETCH by BCC dated 4/11/2014. Prices quoted herein are based upon the site being available for completion of the Company, work by 5/10/2014 and are firm until that date. Customer's agent, \_\_\_\_\_, is specifically designated as the on-site representative of \_\_\_\_\_ and is authorized to direct additional work to this contract, negotiate its cost and sign for the cost of the work. Unless a lump sum price is paid for the foregoing work and is clearly stated, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Company. If the foregoing meets with acceptance, kindly sign and return the white copy of our proposal. Upon its receipt it is understood the foregoing, including the terms and conditions set forth hereunder, will constitute the full and complete agreement between us.

This proposal expires fifteen (15) days from date hereof, but may be accepted at any later date at the sole option of the Company.

**Please note the Specific Exclusions on page 2 of 3 of this Proposal and Contract**

Accepted:

LENOIR COUNTY PUBLIC SCHOOLS  
 (Firm Name)

\_\_\_\_\_

By:

\_\_\_\_\_

(Date)

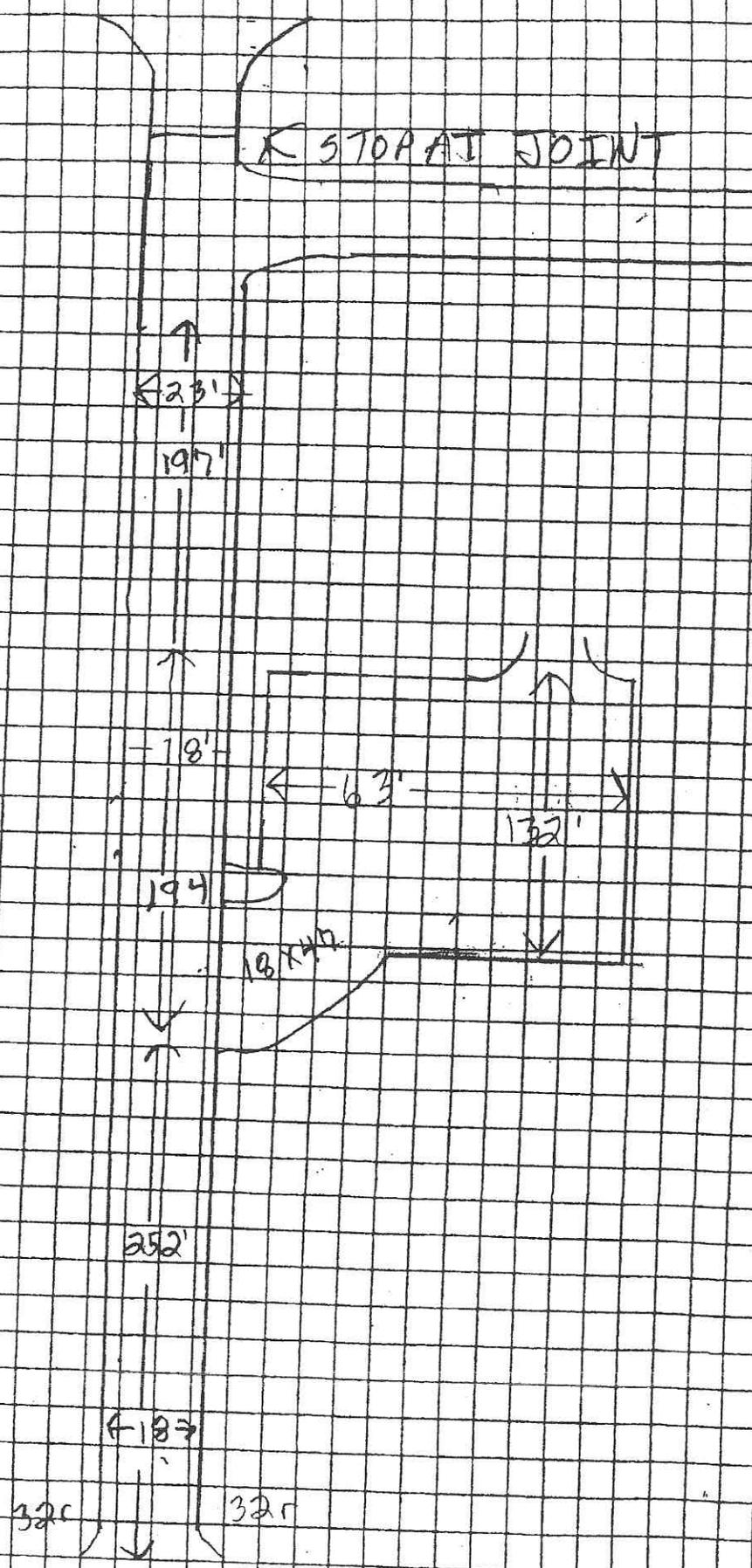
Very truly yours,  
**Barnhill Contracting Company**

By: *Barry P. Kass*  
**BARRY P. KASS**  
**ESTIMATOR**

April 11, 2014

(Date)

SKETCH NOT TO SCALE



Project Lenoir Cty. Public Schools

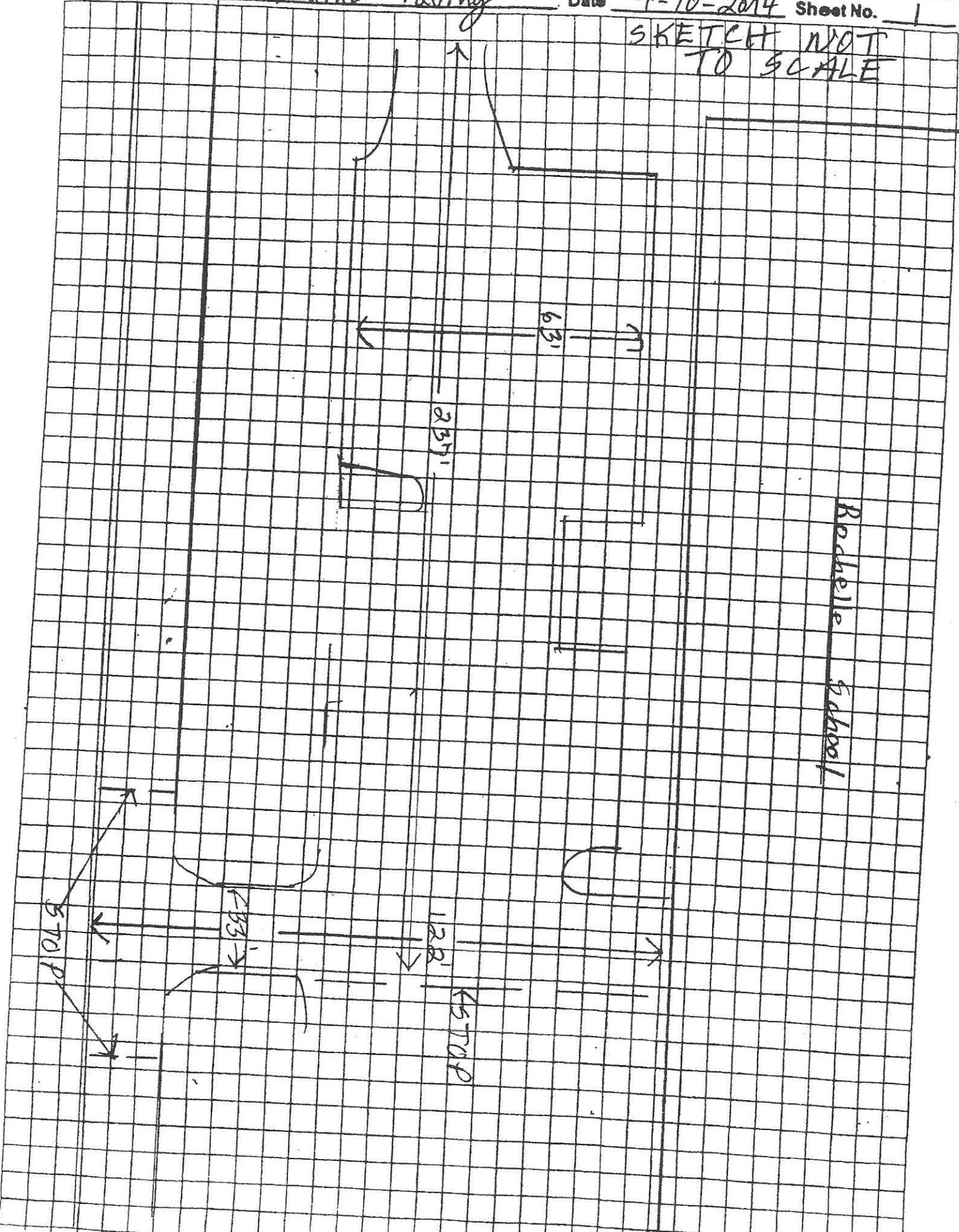
By Barry P. Kass

Type of Work Mill and Paving

Date 4-10-2014 Sheet No. 1

SKETCH NOT TO SCALE

Rochelle School

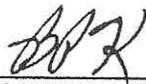


Notes

1. Barnhill Contracting Company assumes no responsibility for standing or ponding of water on grade with 1.5% or less slope.
2. Barnhill Contracting Company shall only be responsible for defects to the concrete caused by Barnhill Contracting Company if there has been no traffic or other disturbance to the concrete for a period of seven (7) days following the date the concrete was placed. Representatives of each party shall meet seven (7) days after concrete installation to determine the extent of any defect or damage. Barnhill Contracting Company shall not be responsible for any defect or damage occurring after the date of such inspection.

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LENOIR COUNTY PUBLIC SCHOOLS

  
BARNHILL CONTRACTING COMPANY

**PROPOSAL & CONTRACT ATTACHMENT**  
**TERMS AND CONDITIONS**

Payment in full for all work performed hereunder during any month shall be made according to the terms stated herein but not later than thirty (30) days from the date of invoice. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Payment shall not be contingent upon payment to you by owner or any other person. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed or one and one-half percent (1 ½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by Barnhill Contracting Company in collecting the amounts owed by you under the Agreement, including any and all court costs and attorney fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by Barnhill Contracting Company in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this contract until your credit has been checked and approved by our Credit Department. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide any pay for Workman's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single-shift operation. It will be your responsibility to coordinate the work of others.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, or lack of readily available local material. Whether affecting this work or other operations in which we are involved, directly or indirectly. You shall not interfere with the progress of our work. Any delay damages we incur, including attorney fees, resulting from your breach of this or any other provision in this contract, shall be paid by you.

If for causes beyond our control, our work is not completed by the date stated on the front of this proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligations with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to hold us harmless from any liability resulting from, damages to utilities or other facilities or objects buried beneath our work area or designated areas of access when the existence or location of utilities, facilities or objects is unknown to the Company.

It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure to subgrade or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken. You agree that the proper jurisdiction and venue for adjudication concerning the contract is Edgecombe, North Carolina and you waive any right to jurisdiction and venue in any other place.

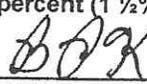
You agree to indemnify and hold us harmless for all expenses, including attorney and expert fees, arising from your breach of any provision of this contract, or any other claims, injuries or damages resulting from your acts or omissions and those of your employees, agents, and other contractors and their subcontractors and any other person directly or indirectly under your control.

When the Company contracts to place Aggregate Base Course or Bituminous Concrete on grade prepared by others, the grade must be firm, stable, and unyielding within 0.1 foot of plan grade with sufficient suitable material on site for final grading. The Company is not responsible for failure of grade prepared by others.

**Specific Exclusions**

The following items are specifically excluded from this contract unless listed as work included in the contract under "Description of Work and Price": engineering and staking; testing; permits and fees; undercut and backfill of unsuitable material; landscaping; excavation or backfill of footings; temporary utilities or facilities; adjustment, removal, or relocation of new or existing utilities; soil treatment, soil poisoning or preventing vegetation from growing through asphalt; obtaining approvals or inspections by third parties; and paint striping unless specifically provided for in this contract. The Company assumes no responsibility for standing or ponding of water on finished asphalt surfaces with a designated slope of less than one and one-half percent (1 ½%).

Accepted \_\_\_\_\_  
Customer Initials

  
\_\_\_\_\_  
Barnhill Contracting Company

**MINUTES**

**LENOIR COUNTY BOARD OF COMMISSIONERS**

**June 16, 2014**

The Lenoir County Board of Commissioners met in open session at 4:00 p.m. on Monday, June 16, 2014, 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 and Commissioners, Roland Best, Mac Daughety, Reuben Davis, Eric Rouse, and Linda Sutton.

Members Absent: None

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

Chairman Hill called the meeting to order at approximately 4:00 p.m. Ms. Brown offered the Invocation and Mr. Best led the audience in the Pledge of Allegiance.

**PUBLIC INFORMATION:** None

**CONSENT AGENDA:**

1. Approval of Minutes: Regular Board Meeting: June 02, 2014.
2. Budget Ordinance Amendment: General Fund \$610: Increase: To appropriate additional property tax revenue received by the county as a result of a business personal property tax audit conducted by County Tax Services, Inc.
3. Resolution Approving the Releases and Refunds to the Individuals Listed Herein.

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

**BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS**

Item No. 4 was a Budget Ordinance Amendment for Adult Health-Family Planning: General Fund: Health Department: \$2,678: Increase. Mr. Huff, Health Director, stated funds will be used for support of clinical services during the period of June 1-29, 2014. Mr. Huff stated local health departments receiving additional performance based funds shall use those funds to purchase birth control supplies. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 4 was unanimously approved.

Item No. 5 was a Resolution requesting the approval of a purchase order to Miracle Recreation Company in the amount of \$5,375.41. Mr. Ellis, Parks & Recreation Director, stated the playground equipment at Bill Faye Park and Neuseway Nature Park is in need of repair. Mr. Ellis stated the equipment was built approximately 12 years ago, and is now out of warranty. Mr. Ellis stated two slides and three decks need to be replaced. Mr. Ellis stated Miracle Playground Equipment Company is the only vendor that can replace the needed parts. Mr. Ellis stated the equipment has served thousands of youth and needs to be repaired as soon as possible. Mr. Ellis stated the County Recreation division will replace the equipment, and this purchase order is for materials only. Upon a motion made by Ms. Brown and second by Mr. Davis, Item No. 5 was unanimously approved.

Item No. 6 was a Resolution authorizing the emergency repair of a D6R Dozer in the amount of \$5,774. Mr. Miller, Landfill Director, stated during a routine check of equipment, he found diesel fluid in the antifreeze. Mr. Miller stated he immediately took the equipment out of service, and contacted Joyner's Repair. Mr. Miller stated to prevent further damage, the dozer was parked until the problem could be evaluated. Mr. Miller stated Joyner's Repairs diagnosed the problem to be cracked injection cups. Mr. Miller stated Joyner's recommended replacing the injectors because they were severely worn. Mr. Miller stated the dozer is an essential piece of equipment at the landfill, so the emergency repair is necessary. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 6 was unanimously approved.

Item No. 7 was a Resolution approving a maintenance contract with Charles Hughes Construction, LLC. in the amount of \$3,296. Ms. Kelly, Cooperative Extension Director, stated Cooperative Extension wishes to enter into a 1 year contract to provide grounds maintenance. Ms. Kelly stated Charles Hughes Construction has provided quality lawn care and landscape maintenance for the past eight years, and the price has not changed. Ms. Kelly stated Cooperative Extension have been very pleased with their service and wishes to continue the contract for another year. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 7 was unanimously approved.

Item No. 8 was a Resolution to approve a computer lease agreement with NC State University in the amount of \$4,293. Ms. Kelly, Cooperative Extension Director, stated Cooperative Extension converted to the Mac Computer lease System in 2007. Ms. Kelly stated the lease program is the best way to keep their agency aligned with the University in the most cost effective manner. Ms. Kelly stated the agency will install 14 new Mac Minis and one Mac Laptop. Ms. Kelly stated the agreement will include installation, training, University technical support, and any potential repair. Ms. Kelly invited everyone to attend the Business After Hours Event at the Farmers Market tomorrow, June 17<sup>th</sup> from 5:30-7:00. Ms. Kelly stated they will have entertainment and will recognize contributors at that time. Upon a motion by Mr. Davis and a second by Mr. Best, Item No. 8 was unanimously approved.

Item No. 9 was a Resolution approving the appointment of Tax Collector and Tax Assessor for a term of 4 years. Mr. Parrish, Tax Administrator, stated each county is charged to appoint a Tax Collector on or before July 1<sup>st</sup>. Mr. Parrish stated the term previously approved by the Board was four years. Mr. Parrish stated he has served as Lenoir County Tax Collector and Tax Assessor for the past 10 ½ years. Mr. Parrish stated this was a requirement by General Statute that a Tax Collector serve a term not less than two and not more than 4 years. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 9 was unanimously approved.

Item No. 10 was a Resolution approving the FY14-15 Pay and Position Classification Plan. Mr. Jones, Human Resources Director, stated the Pay and Position Classification Plan shows current positions, salary grades and minimum/maximum salaries of current positions. Mr. Jones stated the plan complies with the State Human Resources Act, and the County Personnel Policy requirements. Upon a motion by Mr. Davis and a second by Ms. Sutton, Item No. 10 was unanimously approved.

Item No. 11 was a Resolution approving the execution of a contract with NEOGOV in the amount of \$15,000. Mr. Jones, Human Resources Director, stated NEOGOV will provide the county with an online application management system. Mr. Jones, stated the system is designed to automate and streamline the recruitment, applicant evaluation, and the selection process. Mr. Jones stated NEOGOV will improve the efficiency and effectiveness of the hiring processes. Mr. Jones stated they are very excited about the software, as it will improve the Human Resources operation. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 11 was unanimously approved.

Item No. 12 was a Resolution approving the lease of copiers and a wide format scanner from COECO in the amount of \$9,500. Ms. Rich, Register of Deeds, stated NC General Statutes require the Registry to be able to furnish copies to the general public. Ms. Rich stated the copier will allow the public, attorneys, and office staff to make the necessary copies needed for everyday work requirements. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 12 was unanimously approved.

Item No. 13 was a Resolution approving an indexing services contract with COTT Systems in the amount of \$26,500. Ms. Rich, Register of Deeds, stated COTT Systems has provided the Register of Deeds with the highest level of support and services for many years. Ms. Rich stated the indexing of real estate documents, marriages, births, and deaths has allowed the Registry to place many records on a computer for easy accessibility. 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: DSS: for the purchase of 4 new vehicles and 12 tablets: \$112,000: Increase. Ms. Moore, DSS Director, stated the Department of Social Services has some Temporary Assistance for Needy Families (TANF) money available.

Ms. Moore stated the Board approved the purchase of the vehicles and tablets on June 2, 2014, Item #8. This Budget Amendment is to appropriate the funds for the purchase into the appropriate expenditure lines. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 14 was unanimously approved.

Item No. 15 was a Budget Ordinance Amendment: Fire District Funds: \$72,380: Increase. Ms. Martin, Finance Officer, stated this amendment is to adjust budgeted revenue and expenditures to more accurately reflect actual revenues and expenditures for the Fire Districts for the end of FY 13-14. Ms. Martin stated this is the first year for the State collecting vehicle tax and tags together, and there was no history for budgeting. Upon a motion by Mr. Davis and a second by Ms. Sutton, Item No. 15 was unanimously approved.

Item No. 16 was a Budget Ordinance Amendment: Fire Protection: \$126,184: Increase. Ms. Martin, Finance Officer, stated this request is to appropriate funds to cover estimated revenues and expenditures for all fire districts for the remainder of FY 13-14. Ms. Martin stated the amendment is a revenue adjustment for both property and sales tax in those districts. Ms. Martin stated this will bring budget to actual figures close to where we are so that we're not overspent at the end of the year. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 16 was unanimously approved.

Item No. 17 was a Budget Ordinance Amendment: General/Employee Insurance/Vehicle Replacement/Federal Seized Property Controlled Substance/ Tire Disposal/Solid Waste: Finance: \$1,102,369: Increase. Ms. Martin, Finance Officer, stated this amendment is to adjust budgeted revenue and expenditures to more accurately reflect actual revenues and expenditures for eleven months of FY 13-14. Ms. Martin stated this amendment will bring the revenue and expenditure lines more in line with what they actually are at this point in the fiscal year. Ms. Martin stated we are getting closer to the end of the year and we do not want to be over budget on any of the lines. Upon a motion by Ms. Sutton and a second by Mr. Best, Item No. 17 was unanimously approved.

Item No. 18 was a Resolution declaring property as surplus and authorizing the sale of the surplus property by auction. Ms. Martin, Finance Officer, stated the county acquires various properties over a period of time through tax foreclosures. Ms. Martin stated some of the properties have structures on them and some are vacant lots. Ms. Martin stated these two lots have been foreclosed on by the Tax office and we are putting them on the website hoping someone will purchase them. The County can then place the property back on the tax records. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 18 was unanimously approved.

Item No. 19 was a Resolution authorizing the issuance of blanket purchase orders for the Board of Elections for FY 14-15 in the amount of \$54,700. Ms. King, Board of Elections Director, stated the purchase orders will allow the Board of Elections to purchase the supplies and services needed to operate the department. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 19 was unanimously approved.

Item No. 20 was a Resolution authorizing the issuance of blanket purchase orders for Lenoir County Transit for FY 14-15 in the amount of \$126,200. Mr. Harper, Transit Director, stated the purchase orders will allow Transit to operate more efficiently by having vendors in place when the need for the service arises. Mr. Harper stated the Transit Department is still utilizing the dual vendor model for repairs to vehicles. Transit contracts with Squires Automotive/Generators and Moody's Garage. Mr. Harper stated the purchase orders will cover items, such as CTS Software, that ties in with the tablets and the new computer system. Mr. Harper stated the software is used for the auto scheduling of trips. Ms. Sutton asked how the new system was going? Mr. Harper stated they had to go through some growing pains, because the new system uses GPS coordinates, and if you did not have the address entered 100% correctly, it threw the scheduling process off. Mr. Harper stated now it's working much better, they are getting better rider data than before, paper cost has gone down, and passengers have gotten use to it. Upon a motion by Mr. Davis and a second by Ms. Sutton, Item No. 20 was unanimously approved.

Item No. 21 was a Resolution authorizing Lenoir County to withdraw from the North Carolina's Eastern Alliance. Mr. Jarman, County Manager, stated that in 2013, the NC General Assembly stipulated in the Budget Bill that the rural economic development partnerships across the state be dissolved by June 30, 2014. Mr. Jarman stated he had a lot of discussion regarding the Eastern Region with others. Mr. Jarman said the State was looking at forming a public/private partnership for economic development. Mr. Jarman stated they were also talking about dividing the State into 8 prosperity zones. Mr. Jarman stated, at this time we do not know the locations for the prosperity zones and the effect of operating under a non-profit arrangement. Mr. Jarman stated the Eastern Region has created and put in place the Eastern Alliance, and the Alliance will be the non-profit for economic development in the region. Mr. Jarman stated, as we move forward, we have to look at economic development from a regional prospective. Mr. Jarman stated we have to look at a lot of things from that prospective, but at the same time he feels strongly about his decision. Mr. Jarman stated most of the other counties seem to be staying in the Eastern Alliance. Mr. Jarman stated his recommendation to the Board is we get out, because there are not any statistics or success stories as of yet. Mr. Jarman stated if we get out, there is a percentage of money that would come back to the county, and that equates to what we would pay for dues for the next five years, \$27,200. Mr. Jarman stated, if we get out, we would get \$136,000, and if we stay in our dues are paid for five years. Mr. Jarman stated the value of \$27,200 is the same rather we're taking it from property taxes or money they already have in their hands, it is still \$27,200.

Mr. Jarman stated he did not think the Board wanted to spend \$27,200 just to be a member; therefore, it is his recommendation to withdraw. Mr. Jarman recommended we get the money back and see what the State is doing with the new Department of Commerce, and see the locations of the new prosperity zones. Mr. Jarman stated we may find ourselves wanting to pay the membership dues, and get back in. Mr. Jarman, stated at this time, he did not have enough information to look at the Board and say he is 100% behind the fact the Board needs to spend our money that way. Mr. Hill stated he has been bringing the Board in on this for quite some time. Mr. Hill stated if the Board decided to get back in, it is his understanding, based on their current by-laws, it would be possibly at 40 cents per capita rather than 30 cents. Mr. Hill stated it might cost additional money if the Board made that decision. Mr. Hill stated the fundamental question he has for the Board is from the early 90's until 2014, what have we spent and what have we received from the Eastern Region. Mr. Hill stated we already know we don't have State funding in the Eastern Alliance and we would have to rely on the private sector to join. Mr. Hill stated with an expanded Board that will move from County Reps to as high as 25 people, a private citizen can buy a seat on that Board, so we need to understand the dynamics. Mr. Hill stated that puts the county in some competing issues. Mr. Hill stated there are a lot of issues out there. Mr. Hill stated that he would recommend the Board go along with the County Manager's recommendation in adopting the Resolution to withdraw at this time from the Eastern Alliance. Mr. Davis asked which counties have committed and which counties are out? Mr. Hill stated the only County that he knows that has pulled out is Duplin and they made a decision to go to the South Region. Mr. Hill stated Pitt has not committed and Onslow has not committed. Mr. Hill stated we are committed to working with all of our partners in the Region and this is very similar to what the County went through with ECC. Mr. Hill stated if we added a marketing person just for our County, could we get more out of that than this. Mr. Jarman stated he thinks some people view it as we get membership for free for five years, but the cost is still the same. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 21 was unanimously approved.

Item No. 22 was a Resolution authorizing FY14-15 service contracts and purchase orders for the Court Facility/Public Buildings Department in the amount of \$183,119. Mr. Wiggins, Maintenance Director, stated the resolution will allow the encumbrance of funds approved in the FY14-15 budget, and the eventual payment for services billed. Mr. Wiggins stated maintenance did not incur any increases with the contractors this year. Upon a motion by Mr. Rouse and a second by Mr. Davis, Item No. 22 was unanimously approved.

Item No. 23 was a Resolution authorizing the issuance of blanket purchase orders for yearly software/hardware maintenance for the MIS Department in the amount of \$221,093. Mr. Bryan, MIS Director, stated Lenoir County has many software maintenance obligations that allow the County's services to continue. Mr. Bryan stated the contracts allow for MIS to receive upgrades, place service calls, and allow use of the software. Mr. Bryan stated without these service contracts, any software/hardware malfunction or failure, would cause that service to no longer be available to anyone in the County.

Mr. Bryan stated this would place us in the position of not having anyone to call to repair the application. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 23 was unanimously approved.

Item No. 24 was a Resolution authorizing FY14-15 service contracts and purchase orders for the Emergency Services/Emergency Management Department in the amount of \$47,700. Mr. Dail, Emergency Services Director, stated maintenance contracts and service contracts allow EMS to receive upgrades and place calls for service at no additional cost to the county. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 24 was unanimously approved.

Item No. 25 was a Resolution authorizing FY 14-15 service contracts and purchase orders for the Emergency Services/Communications Division in the amount of \$93,376. Mr. Dail, Emergency Services Director, stated maintenance contracts and service contracts allow EMS to receive upgrades and place calls for service at no additional cost to the county. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 25 was unanimously approved.

Item No. 26 was a Resolution authorizing FY 14-15 service contracts and purchase orders for the Emergency Services/Communications Division/Emergency Telephone Fund in the amount of \$194,412. Mr. Dail, Emergency Services Director, stated maintenance contracts and service contracts allow EMS to receive upgrades and place calls for service at no additional cost to the county. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 26 was unanimously approved.

Item No. 27 was a Resolution authorizing FY 14-15 service contracts and purchase orders for the Emergency Services/EMS Division in the amount of \$567,967. Mr. Dail Emergency Services Director, stated maintenance contracts and service contracts allow EMS to receive upgrades and place calls for service at no additional cost to the County. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 27 was unanimously approved.

Item No. 28 was a Resolution approving tower remediation work at tower sites with Gately Communications at a cost of \$19,182. Mr. Dail Emergency Services Director, stated for the past two years, Lenoir and Jones County officials have been discussing and implementing a merger of the Jones County E-911 Center with the Lenoir County E-911 Center. Mr. Dail stated radio towers are required to meet certain specifications in order to pass inspection. Mr. Dail stated in order to meet the minimum specifications of Rev G Classification II, remediation work is required at the two tower sites. Upon a motion by Mr. Daughety and a second by Mr. Best, Item No. 27 was unanimously approved.

Item No. 29 was a Resolution approving provider agreements for subsidized day care for the Department of Social Services in the amount of \$2,538,945. Ms. Moore, DSS Director, stated in order to receive payments from DSS, providers must abide by state and federal regulations. Ms. Moore stated this will be a one year agreement, renewable with modifications annually, subject to acceptable performance of the individual providers.

Ms. Moore stated this is one of the programs the Legislature is looking at very closely, trying to decide how to disperse the funds, and whether or not to increase the parent fee by 10%. Ms. Moore stated parents currently pay 9% of their gross income as their part of the cost. Ms. Moore stated this program supports low income working families. Upon a motion by Mr. Daughety and a second by Mr. Best, Item No. 29 was unanimously approved.

Item No. 30 was a Resolution approving the Lenoir County Home and Community Care Block Grant funding plan with the Department of Social Services in the amount of \$545,766. Ms. Moore, DSS Director, stated Home and Community Care Block Grant funds provide essential services such as meals, in-home aide care, operation of local senior centers, adult day care services, and transportation for the elderly population of Lenoir County. Ms. Moore stated HCCBG funds are 90% Federal and State funds and require a 10% County match. Ms. Moore stated the bulk of this money goes to the Council on Aging for some of their services and level 1 in-home services. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 30 was unanimously approved.

Item No. 31 was a Resolution authorizing FY14-15 service contracts and purchase orders for the Department of Social Services in the amount of \$1,438,138. Ms. Moore, DSS Director, stated the purchase orders will allow encumbrance of funds approved in the FY14-15 budget and the eventual payment of services as billed. Ms. Moore stated the only one that had a significant increase was for temporary staffing to help with NC FAST implementation. Upon a motion made by Ms. Brown and a second by Ms. Sutton, Item No. 31 was unanimously approved.

Item No. 32 was a Resolution approving the purchase of equipment, services and supplies for the Lenoir County Detention Center in the amount of \$897,134. Sheriff Hill, stated the Detention Center has been very pleased with the equipment, services and supplies offered by these vendors in the past years. Mr. Hill stated he wished to continue with their service during this fiscal year. Upon a motion by Ms. Sutton and a second by Mr. Best, Item No. 32 was unanimously approved.

Item No. 33 was a Resolution approving the purchase of equipment, services and supplies for the Sheriff's Department in the amount of \$225,701. Sheriff Hill, stated the Sheriff's Department has been very pleased with the equipment, services and supplies offered by these vendors in the past years. Mr. Hill stated he wished to continue with their service during this fiscal year. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 33 was unanimously approved.

Item No. 34 was a Resolution approving FY14-15 blanket purchase orders for the Health Department for clinics and services. Mr. Huff, Health Director, stated the Health Department utilizes various vendor and suppliers for medical supplies, office supplies, and contracted services. Mr. Huff stated the purchase orders will allow the health department to simplify purchasing during the fiscal year. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 34 was unanimously approved.

Item No. 35 was a Resolution approving citizens to boards, commissions, etc. Upon a motion by Ms. Sutton and a second by Mr. Davis, Mr. Edward Mills was appointed to the Lenoir County ABC Board, Ms. Jackie Brown was re-appointed to the Kinston Lenoir County Tourism Board, and Mr. Grady Bethel was re-appointed to Lenoir Community College Board of Trustees for another term.

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
<b>Lenoir County ABC</b>	Mr. Edward Mills  <b>2<sup>nd</sup> Appearance</b>	2017
<b>Kinston Lenoir County Tourism</b>	Ms. Jackie Brown <sub>(Re-Appointment)</sub>  <b>2<sup>nd</sup> Appearance</b>	2016
<b>Lenoir Community College</b>	Mr. Grady Bethel <sub>(Re-Appointment)</sub>  <b>2<sup>nd</sup> Appearance</b>	2018
<b>Lenoir County Planning</b>	Ms. Donna Hardy <sub>(Re-Appointment)</sub>  <b>1<sup>st</sup> Appearance</b>	2015

Since this was the 1<sup>st</sup> appearance for Ms. Donna Hardy, no action needed at this time. Mr. Hill stated when the Board first made the changes to advertise for vacancies on Boards, we started getting some input and had quite a number of people applying for Boards. Mr. Hill stated he hopes that all of this will continue to work, as we move forward. Mr. Hill stated it was important that we get a cross section of the community on the Boards. Mr. Hill stated he would like to encourage the Board to continue to advertise and look for citizens in the community to be involved as much as possible. Mr. Hill stated that was one of the things the Board set out to do, and he would like to see this continue. Mr. Rouse stated Chris Humphrey was just appointed to the Lenoir Community College Foundation Board. Mr. Hill stated the Board will continue to work with the Clerk and the County Manager to get a list of all of the Boards. Mr. Hill stated he realized this is a moving target and generating the list won't happen overnight. Mr. Hill stated they were looking for the terms starting point and stopping point, because some of the Boards by-laws are different and it's a complicated issue. Mr. Hill stated, over the course of a couple months, the Board should have a spreadsheet containing the information to view. Mr. Hill stated this information is a high priority for him

Mr. Jarman, County Manager, stated Ms. King has placed the spreadsheet on his desk and she is waiting for him to review it. He will try and get to it; however, there has been a lot of effort put into it and it will take some time to complete.

Mr. Jarman stated the meeting has gone fast and if someone from the public was watching this meeting, they may look at it and think how do you spend that much money that quick? Mr. Jarman stated he would like the public to understand that these are the purchase orders to put in place for the upcoming fiscal year. Mr. Jarman stated Department Heads have met with County Administration and discussed all of these things prior to this meeting. Mr. Jarman stated County Administration presented the Agenda to the Board and the Board members asked questions in advance. So although this meeting has gone quickly, there was a lot of thought that went into what happened. Mr. Jarman told the Board, if at any time during the year they have line item questions, do not hesitate to contact Administration. Ms. Sutton stated the Board members receive copies prior to the meeting, and if they do their homework and have any questions, they call Mr. Jarman or Mr. Hill. It's not like the Board is approving something they haven't looked at and studied.

Item No. 36 was Items from the County Manager. Mr. Jarman stated the other items from the County Manager are the Inspections Report and the Financial Summary. Mr. Jarman stated nothing is out of line, so unless the Board has any questions, he had nothing to discuss regarding the two reports. Mr. Jarman stated he would like for the Board to address the letter in their packet from the North Carolina Association of County Commissioners. Mr. Jarman stated Ms. Brown had voiced some comments on this issue once before. Mr. Jarman stated Steve Keen, who served as the District Representative has moved on to take a position with the Governor's office, so that has created a vacancy. The NCACC will be calling to discuss who is going to be the District Director for district three. Mr. Jarman stated the Board needs to decide who will be the person to call in and represent us on the call to take a vote to appoint the replacement for Mr. Keen. Mr. Hill asked based on historical view, when somebody hasn't finished a term, isn't the replacement from the same County? Ms. Brown stated they come from the same district because they go in a rotation. Mr. Hill stated he has heard from a William Pate, who expressed interest in filling the vacancy from Wayne County. Mr. Daughety stated he make a motion to let Wayne County fill out the remainder of the term and Mr. Rouse stated according to records Lenoir County will be next. Ms. Brown stated in conversation with Todd McGee and David Thompson last year, neither one could tell her how the rotation went. Mr. Hill stated we received a motion by Mr. Daughety to allow Wayne County continue and finish out this year and a second by Mr. Davis. Mr. Hill stated he does understand that we need to be diligent in making sure we are represented in this group and we will seek dialog to see how we can expedite this to make it happen next year or within the next couple of years.

Mr. Jarman asked if anyone wanted to volunteer for the conference call? Mr. Jarman stated he would recommend a commissioner be on the call so they could hear the dialog. Mr. Hill stated he would be glad to take the conference call.

Mr. Rouse stated he received a phone call regarding the transfer station. Mr. Rouse stated the caller had a couple of concerns about the hours and shutting down promptly at 5:00pm. Mr. Rouse asked was it possible to have staggered hours on Tuesdays and Wednesdays, or every other day, or maybe open later to accommodate some people. Mr. Jarman stated he did receive a call from the same gentlemen and he was very nice in the way he presented his concerns.

Mr. Jarman stated he had not had any discussion with the Landfill staff at this time. Mr. Jarman stated when we were looking at reducing hours to make sure we did not violate the 1,000 hour rule, we considered staggered hours, but we never pursued it. Mr. Jarman stated he thinks this is a valid request and if the Board will allow him to sit down with Landfill staff and Administrative staff, they will discuss. Mr. Jarman stated staggered hours might be possible so the people who like to go early can get there early, but instead of shutting down at five, maybe there could be a late day. Mr. Jarman stated let him discuss the ramification of what it could mean and come back to the Board with a recommendation. Mr. Davis stated this is a big concern with a lot of small business owners. If you are a contractor working during the day and your crew gets off at five, they are stuck holding whatever until the next day. Mr. Jarman asked the Board to let him look into it. Mr. Jarman stated the problem with the landfill is when you start trying to vary the hours to work with business you need to extend the hours. Mr. Jarman stated at this time we have no one getting overtime, nor are we adding staff. Mr. Jarman stated staggering at the recycle sites would be easier than at the landfill. Mr. Hill stated he trusts Mr. Jarman's judgment and will await a response from him. Mr. Hill stated he was glad that citizens take the initiative to call the Board, talk to them, and tell us their concerns. Mr. Best stated he received another call regarding other counties using our landfill. Mr. Jarman stated that was universal.

Mr. Davis stated Attorney Bob Griffin was honored with the Order of the Long Leaf Pine. Mr. Griffin stated he was very surprised and honored.

Mr. Hill stated there will be a public hearing at the library regarding the possible sale of Lenoir Memorial Hospital on Tuesday, June 24 at 10:00 a.m. Mr. Hill stated there are currently three proposals to review. Mr. Hill encouraged each member to attend the hearing if possible. The City of Kinston is having a meeting on June 24 at 5:30 p.m. on Land Use Planning at the Library.

Upon a motion by Mr. Davis and a second by Ms. Sutton, the Board went into closed session to discuss matters relating to the location or expansion of industries or other businesses in the area served by Lenoir County.

A motion was made to return to open session at 5:10 p.m. by Ms. Sutton with a second by Ms. Brown.

Mr. Pope Economic Development Director, stated it was his pleasure to bring a Resolution and a Performance Based Agreement for a corporation that has served Lenoir County for a number of years. Mr. Pope stated Barnhill Contracting Company was founded in 1949 and has been a big part of North Carolina. Mr. Pope stated he was pleased to announce that Barnhill Contracting Company wishes to purchase 12.6 acres of land in the Hwy 70 W. Industrial Park. Mr. Pope stated with this performance agreement Barnhill will invest 4.6 million dollars in capital investments and create 26 jobs in Lenoir County. Upon a motion by Ms. Sutton and a second by Ms. Brown, the Barnhill Construction Company Agreement was unanimously approved.

Mr. Jarman stated the next Commissioners meeting will be July 21, 2014 at 4:00pm.

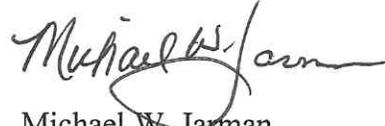
Mr. Hill made a motion to adjourn the meeting at 5:15pm

Respectfully submitted,



Vickie F. King  
Clerk to the Board

Reviewed By



Michael W. Jarman  
County Manager

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE** 7/21/2014 **ITEM NO.** 2

**RESOLUTION:** Approving the Releases and Refunds to the Individuals Listed Herein

**SUBJECT AREA:** Finance

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

**HISTORY / BACKGROUND:** Releases and refunds result from listing and assessing due to incorrect and incomplete information.

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

**RELEASES OVER \$100**

<u>YEAR</u>	<u>NAME</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>REASON</u>
2012	Tom Sweeney	18814	\$289.22	Double Listed
2011	Tom Sweeney	18814	346.55	Double Listed
2010	Tom Sweeney	18814	398.31	Double Listed
2009	Tom Sweeney	18814	465.00	Double Listed
2013	Tom Sweeney	18814	256.61	Double Listed
2008	Tom Sweeney	18814	454.94	Double Listed
2007	Tom Sweeney	18814	536.16	Double Listed
2014	Medi K Inc.	19500	1458.51	Per CTSI Audit
2013	Segrave Aviation Inc.	49012	1263.51	Out of Business
2013	Caremerica	13650	658.29	Out of Business

**REFUNDS**

<u>YEAR</u>	<u>NAME</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>REASON</u>
-------------	-------------	----------------	---------------	---------------



Item No. 3

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: PROCESS FUNDS: (\$2,240.) DECREASE



LENOIR COUNTY, NORTH CAROLINA  
BUDGET AMENDMENT REQUEST

FY 2013 - 2014  
Appropriations

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

Distribution - Finance Office:

PRIOR YEAR

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		PROCESS FUNDS		Various	
Check One Box New Appropriation: <input type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title		Amount	Account # and Title		Amount
<u>DECREASE</u>			<u>DECREASE</u>		
10-3329-3633	GRANT-COOP EXT-COMMUNITY TRANSFORMATI	(2,240.00)	10-4201-6042	COOP EXT-COMMUNITY TRANSFORMATION GR	(2,240.00)
Total		(2,240.00)	Total		(2,240.00)

**Reason and Justification for Request:**

BUDGET AMENDMENT TO DECREASE FUNDS FOR THE COMMUNITY TRANSFORMATION GRANT FOR COOPERATIVE EXTENSION. THIS WAS ORIGINALLY BUDGETED IN SEPTEMBER 2013, BUT WAS ACTUALLY EXPENDED AND REIMBURSED THROUGH THE HEALTH DEPARTMENT'S PORTION OF THIS GRANT.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Jammy Kelly</i>	6-13-14	<i>Martha H. Martin</i>	6/20/2014
Budget Officer Approval	Date		
<i>Michael W. Gorman</i>	6/20/14		
Board Approval (When Applicable)	Date	Date of Minutes	

Finance Office - Copy

Department - Copy

Administration - Copy

INTRODUCED BY: Michael W. Jarman, County Manager DATE: 07/21/14 ITEM NO.: 4

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

**SUBJECT AREA:** Administrative

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

**HISTORY/BACKGROUND:** The Transit Department has three vans which have outlived their useful life. These vehicles are no longer of use to any County Department and there are no plans to put them back into service.

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

	<u>Vehicle</u>	<u>Serial Numbers</u>	<u>Mileage</u>
1.	2009 FORD E350	1FTDS34L59DA496026	182,387
2.	2009 FORD E350	1FTDS34L59DA69838	172,350
3.	2009 FORD E350	1FTDS34L79DA69839	174,776

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

*MWJ*  
Initials

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

**AMENDMENTS:**

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

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

**Yea Votes:** Hill \_\_\_ Brown \_\_\_ Best \_\_\_ Daughety \_\_\_  
Davis \_\_\_ Rouse \_\_\_ Sutton \_\_\_

\_\_\_\_\_  
Craig Hill, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE** 7/21/14 **ITEM NO.** 5

**RESOLUTION:** Approve the Purchase of Five (5) 20 ft. Light-Transit, Lift Equipped Vehicles for \$228,730 (American Recovery and Reinvestment Act funding)

**SUBJECT AREA:** Purchases / Bids

**ACTION REQUESTED:** Authorize the Transit Director or his designee to execute all paperwork on behalf of Lenoir County to purchase, receive, and request reimbursement from NCDOT/PTD for five (5) 20 ft. light-transit, lift equipped vehicles.

**HISTORY / BACKGROUND:** The Lenoir County Transportation Department began its operation in October 1994 with six vehicles. The LCT Program is a partnership between the North Carolina Department of Transportation/Public Transportation Division (DOT/PTD) and Lenoir County Government. On October 21, 2013, the Lenoir County Board of Commissioners approved a resolution (Item 11), allowing Lenoir County Transit to apply to NCDOT/PTD for Community Transportation Program Grant funds for FY 2014-2015. On July 2, 2014 LCT was notified that funding for these replacement vehicles will be under the American Recovery and Reinvestment Act funds not the Community Transportation Program and that a separate application must be completed by July 7, 2014. An application was submitted on July 7, 2014 to receive this funding. If approved, the funding allocation would be \$226,000 Federal, \$28,250 NCDOT/PTD and \$28,250 local match.

**EVALUATION:** The N.C. Department of Transportation initiated the Community Transportation Program (CTP) to enhance the provision of rural human service and general public transportation in counties and to meet the community transportation needs. In order to continue service to the residents of Lenoir County, LCT must be diligent in maintaining its equipment and be versatile to acquire grant funding to continue service to the citizens of Lenoir County. The transition of funding from the CTP program to the American Recovery and Reinvestment Act funding demonstrates this required flexibility. Currently, LCT has one (1) 28 ft. bus and four (4) lift equipped vans that are becoming less reliable and costlier to repair. The one (1) 28 ft. bus has been extremely costly with maintenance costing approximately \$11,000 in air conditioning repairs from 2008 to 2012. Replacement of these vehicles with five (5) 20 ft. light transit vehicles through National Bus at a cost of \$282,500 will result in better reliability and lower maintenance costs for the fleet. The vehicles to be replaced are all approaching 200,000 miles, over four years old, and meet the NCDOT requirements for replacement. No county funds will be obligated and only LCT revenues will be used to match the local funding requirements associated with the acquisition of these vehicles.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval

  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Transit Director or his designee is authorized to execute all paperwork on behalf of Lenoir County to purchase, receive, and request reimbursement through the American Recovery and Reinvestment Act funding from NCDOT/PTD for five (5) 20 ft. light-transit vehicles at a cost of \$282,500 from National Bus Sales Inc.

**AMENDMENTS:**

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

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

YEA VOTES: Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_  
Davis \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman

7/21/2014  
Date

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Date

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE** 7/21/14 **ITEM NO.** 6

**RESOLUTION:** Approve Acceptance of Lenoir County Community Foundation Grant: \$1,000.

**SUBJECT AREA:** Financial

**ACTION REQUESTED:** The Board is requested to approve the acceptance of a Lenoir County Community Foundation Grant in the amount of \$1,000.

**HISTORY / BACKGROUND:** The Lenoir County Farmer's Market and Rick Holder Annex provide community access to local foods and produce. Plans are for the Market Annex to be solar powered by establishing a solar garden with panels to create a gathering place as well as an educational resource.

In partnership with Cherry Energy Corporation, the LCFM Annex plans to power the facility totally with solar power. This will both dramatically reduce utility costs and provide a resource to educate the community about the option of solar power. A "front porch" has been constructed on the Annex; it serves to level one side of the facility as well as to provide a teaching platform and entertainment stage. One component of the front porch and solar learning garden is a public art project, a mural depicting Agriculture in Lenoir County. The goal is to make the solar garden an interactive educational exhibit as well as a mini garden/park for Market customers to gather.

In order to mount the solar panels so they blend with the businesses on Herritage Street, benches will be built and the panels will be mounted on top, similar to an arbor. The benches will allow a resting place for tourists and shoppers, as well seating for special events. This grant will provide two of the four benches that will create the mounts for the solar panels.

**EVALUATION:** Plans are for the Market Annex to be solar powered by establishing a solar garden with panels to create a gathering place as well as an educational resource. In order to mount the solar panels so they blend with the businesses on Herritage Street, benches will be built and the panels will be mounted on top, similar to an arbor. Two benches will be built on the front grounds of the Farmers' Market Rick Holder Annex. This grant will provide two of the four benches that will create the mounts for the solar panels.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the acceptance of a Lenoir County Community Foundation Grant in the amount of \$1,000 is approved.

**AMENDMENTS:**

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

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

YEA VOTES: Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_  
Davis \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman 7/21/14  
Date

\_\_\_\_\_  
ATTEST \_\_\_\_\_  
Date

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE** 07-21-14 **ITEM NO.** 7

**RESOLUTION:** Approve Acceptance of Kinston Noon Rotary Grant: \$2,476.

**SUBJECT AREA:** Financial

**ACTION REQUESTED:** The Board is requested to authorize the acceptance of a Kinston Noon Rotary Grant in the amount of \$2,476.

**HISTORY / BACKGROUND:** Since 2007 Cooperative Extension has been the recipient of an Eastpointe Grant, which funds the 4-H All Stars and 4-H Character Education and Prevention Programs. Eastpointe is moving in the direction of requiring all program staff to obtain a Substance Abuse Professional Board Certification in order to continue to receive funding. The Kinston Noon Rotary Grant in the amount of \$2,476 will provide the funding for two 4-H Program Assistants to attend two training sessions, Parenting Matters and Substance Abuse Prevention. Both of these training sessions will move these staff closer to being eligible to obtain the Board Certification.

**EVALUATION:** Since 2007 Cooperative Extension has been the recipient of an Eastpointe Grant, which funds the 4-H All Stars and 4-H Character Education and Prevention Programs. Eastpointe is moving in the direction of requiring all program staff to obtain a Substance Abuse Professional Board Certification in order to continue to receive funding. With Kinston Noon Rotary Grant funding in the amount of \$2,476, two 4-H Program Assistants will attend the Parenting Matters and Substance Abuse Prevention training sessions and will apply for Substance Abuse Professional Board Certification.



Item No. 8

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: PROCESS FUNDS: \$4,432.35 INCREASE



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

FY 2013 - 2014  
Appropriations

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

Distribution - Finance Office:

**PRIOR YEAR**

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
GENERAL	PROCESS FUNDS	Various
Check One Box New Appropriation: <input type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>
Account # and Title	Amount	Account # and Title Amount
<u>INCREASE</u>		<u>INCREASE</u>
10-3329-3633 GRANT-COOP EXT-COMMUNITY TRANSFORMATI	4,432.35	10-4201-6042 COOP EXT-COMMUNITY TRANSFORMATION GR 4,432.35
Total	4,432.35	Total 4,432.35

**Reason and Justification for Request:**

BUDGET AMENDMENT TO APPROPRIATE FUNDS FOR THE COMMUNITY TRANSFORMATION GRANT FOR COOPERATIVE EXTENSION. COOPERATIVE EXTENSION RECEIVED TWO CHECKS, ONE IN THE AMOUNT OF \$3,441.40 ON JUNE 2, 2014 AND ANOTHER CHECK IN THE AMOUNT OF \$990.95 ON JUNE 12, 2014. THESE FUNDS ARE TO BE USED TO SUPPORT ACCESS TO HEALTHY LOCAL FOODS, BY PROVIDING MARKETING AND SUPPLIES TO THE LENOIR COUNTY FARMERS' MARKET AND LCFM ANNEX.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Jammy Kelly</i>	6-13-14	<i>Martina H. Martin</i>	6/20/2014
Budget Officer Approval	Date		
<i>MW Jarman</i>	6/20/14		
Board Approval (When Applicable)	Date	Date of Minutes	

Finance Office - Copy

Department - Copy

Administration - Copy

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 7/21/14 **ITEM NO.:** 9

**RESOLUTION:** Approve the Emergency Repair of Fire Alarm System: Williams Fire Sprinkler Company, Inc.: \$2,835.80.

**SUBJECT AREA:** Purchases / Bids

**ACTION REQUESTED:** The Board is requested to approve the emergency repair of the fire alarm system at the Lenoir County Mental Health building by Williams Fire Sprinkler Company, Inc. in the amount of \$2,835.80.

**HISTORY / BACKGROUND:** The Lenoir County Maintenance Department supports 18 county – owned buildings. Lenoir County leases the Lenoir County Mental Health Building to Eastpointe. Representatives from Eastpointe contacted the Lenoir County Maintenance Director to advise him that the City of Kinston Fire Inspector had inspected the Mental Health facility and the fire alarm system was not operating and needed to be repaired immediately. This proper operation of this system is a serious life-safety concern. Prior to notifying the Maintenance Director, Eastpointe contacted a fire alarm company located in Wilmington, N.C. to repair the system. The system had numerous problems in a replacement electrical panel box, pull stations, and with the smoke detectors throughout the building. . Eastpointe received an estimate of over \$7,000 to evaluate and correct the problems. The Lenoir County Maintenance Director contacted Williams Fire Sprinkler Company, Inc. to investigate and diagnose the problems with the system. Williams advised him that there were numerous problems and it would be very difficult to provide an exact quote to repair the system. They agreed to proceed on a time and materials basis to correct all the problems and would start immediately. Upon completion of the emergency repairs, Williams Fire Sprinkler Company, Inc. submitted an invoice in the amount of \$2,835.80.

**EVALUATION:** The Lenoir County Maintenance Department supports 18 county–owned buildings. During a fire inspection of the Mental Health Building by the City of Kinston Fire Inspector, it was discovered that the fire alarm system in the building was not operating. This proper operation of this system is a serious life-safety concern. The Lenoir County Maintenance Director contacted Williams Fire Sprinkler Company, Inc. to investigate and diagnose the problems with the system. Williams advised him that there were numerous problems and it would be very difficult to provide an exact quote to repair the system. They agreed to proceed on a time and materials basis to correct all the problems and would start immediately. Upon completion of the emergency repairs, Williams Fire Sprinkler Company, Inc. submitted an invoice in the amount of \$2,835.8

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval

  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the emergency repair of the fire alarm system at the Lenoir County Mental Health Building by Williams Fire Sprinkler Company, Inc. in the amount of \$2,835.80 is approved.

**AMENDMENTS:**

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

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

**YEA VOTES:** Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_  
Davis \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman 7/21/14  
Date

\_\_\_\_\_  
Attest Date

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 7/21/14 **ITEM NO.:** 10

**RESOLUTION:** Approve Purchase of Parts to Repair Cooling Tower: James M. Pleasants Company: Not to Exceed \$4,000.

**SUBJECT AREA:** Purchases / Bids

**ACTION REQUESTED:** The Board is requested to approve the purchase of parts from the James M. Pleasants Company in an amount not to exceed \$4,000 to repair the cooling tower at the Lenoir County Tax Administration Building.

**HISTORY / BACKGROUND:** The HVAC System at the Lenoir County Tax Administration Building is a cool water chilling system. The cooling tower has 3 fans that cool the water before it circulates through the system and returns to the cooling tower. Two of the fans are inoperative because the center sections have broken out. Only one fan is operating to cool the water in the tower. All 3 fans, the center shaft, and 4 bearings need to be replaced as soon as possible. If the third fan breaks, the system will completely shut down. Lenoir County Maintenance will replace the parts as soon as they arrive.

**EVALUATION:** The Lenoir County Maintenance Department supports 18 county-owned buildings. The HVAC System at the Lenoir County Tax Administration Building is a cool water chilling system. The cooling tower has 3 fans that cool the water before it circulates through the system and returns to the cooling tower. Two of the fans are inoperative because the center sections have broken out. Only one fan is operating to cool the water in the tower. All 3 fans, the center shaft, and 4 bearings need to be replaced as soon as possible. If the third fan breaks, the system will completely shut down. Lenoir County Maintenance will replace the parts as soon as they arrive.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval

  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the purchase of parts from the James M. Pleasants Company in an amount not to exceed \$4,000 to repair the cooling tower at the Lenoir County Tax Administration Building is approved.

**AMENDMENTS:**

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

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

**YEA VOTES:** Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_  
Davis \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman 7/21/14  
Date

\_\_\_\_\_  
Attest Date

INTRODUCED BY: Michael W. Jarman, County Manager DATE: 07/21/14 ITEM NO. 11

**RESOLUTION:** Approve Repair of Roof: Curtis Construction: \$9,560.

**SUBJECT AREA:** Purchases / Bids

**ACTION REQUESTED:** The Board is requested to approve repair of the roof on the Lenoir County DSS Building by Curtis Construction of Kinston, N.C., in the amount of \$ 9,560.

**HISTORY/BACKGROUND:** The main roof area on the Lenoir County Department of Social Services' Building was replaced in 2001. In 2005, the roof area at the front of the building that was not addressed in 2001 was replaced. In an effort to minimize costs, the terracotta coping on top of the parapet wall was not replaced or repaired in 2001 or in 2005. Recently, the area of the roof replaced in 2001 has developed a number of leaks. The warranty on this repair has expired. Numerous leaks have appeared in the terracotta coping on the parapet wall. Curtis Construction Company, the roofing contractor on the 2001 and 2005 projects, was called to investigate the cause of the leaks in the roof and parapet wall. Curtis Construction Company proposes to address the leaks in the coping on the parapet wall by removing the existing coping and wrapping the wall with Fibertite and hot air weld seams to seal the top of the wall. They will install 24 gauge steel coping to match the existing color and remove all debris. The cost of this repair is \$3,500. To address the leaks in the roof area, Curtis proposes to power wash the entire roof, repair any loose seams and flashings, apply Gaco E5320 Epoxy Primer and a Gaco S2000 Silicone coating, and remove all debris. The cost of this repair is \$6,860. The total cost of both projects is \$10,360. However, by combing the two projects and doing them at the same time, Curtis Construction Company will waive \$800 in set-up fees. This reduces the total cost of the project to \$9,560. By doing both of these repairs at the same time, Curtis Construction Company will warranty their labor for a period of 2 years and provide a 10 year manufactures' warranty on materials for the entire roof area.

**EVALUATION:** Numerous leaks have appeared in the roof of the Lenoir County Department of Social Services' Building. Curtis Construction Company, the roofing contractor on the 2001 and 2005 projects, was called to investigate the cause of the leaks in the roof and parapet wall. Curtis Construction Company proposes to address the leaks in the coping on the parapet wall by removing the existing coping and wrapping the wall with Fibertite and hot air weld seams to seal the top of the wall. They will install 24 gauge steel coping to match the existing color and remove all debris. The cost of this repair is \$3,500. To address the leaks in the roof area, Curtis proposes to power wash the entire roof, repair any loose seams and flashings, apply Gaco E5320 Epoxy Primer and a Gaco S2000 Silicone coating, and remove all debris. The cost of this repair is \$6,860. The total cost of both projects is \$10,360. However, by combing the two projects and doing them at the same time, Curtis Construction Company will waive \$800 in set-up fees. This reduces the total cost of the project to \$9,560. By doing both of these repairs at the same time, Curtis Construction Company will warranty their labor for a period of 2 years and provide a 10 year manufactures' warranty on materials for the entire roof area.

Approval of this resolution will allow for the encumbrance of funds approved in the FY14-15 budget and the payment for services upon satisfactory completion of the project.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

  
\_\_\_\_\_  
INITIALS

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the repair of the roof on the Lenoir County DSS Building by Curtis Construction Company of Kinston, N.C., in the amount of \$9,560 is approved.

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

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

Yea Votes: Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_ Davis \_\_\_\_\_  
Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 07/21/14 **ITEM NO.** 12

**RESOLUTION:** Request to continue Electing Status for the Work First Program during State Fiscal Years 2016-2019.

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:** The Board is requested to approve a request to the Division of Social Services to continue Election Status for the Lenoir County Work First Block Grant Plan for SFY 2016-2019.

**HISTORY/BACKGROUND:** As State Law mandates, all counties must submit a county Work First Block Grant Plan to the Department of Health and Human Services for Work First biennial planning. This is an opportunity for counties to take full advantage of the local flexibility structure in the Work First Program. The planning process consists of several significant criteria including the designation of our county status as either a Standard County or an Electing County.

Each county must notify the Department of Health and Human Services as to whether they want Standard or Electing County status. Lenoir County has chosen Electing County Status since 2001. By choosing Electing Status, the county may reduce the county funding for the Work First Program by 10%, saving \$102,373 per year for Lenoir County. Electing County Status also allows the county to use federal TANF funds to provide Children's Protective Services and other TANF services.

**EVALUATION:** North Carolina General Statute 108.27 and Work First Policy Section 103 provide instructions for the development of the local Work First plan to meet local needs. Choosing Electing Status has proven very successful for Lenoir County, by allowing the county to save \$102,373 per year while still reducing the number of families who receive public assistance from 573 families in July 2001 to 158 families on July 1, 2014. Also, as an Electing County, Lenoir County has used available Work First Cash Assistance Funds for protective services for children, transportation services for employment, and training for Work First Participants. As a Standard County, these services would have only been available with 100% County Funds. The Electing County status saves local tax dollars and makes federal funds available for services described above. To abandon the Electing County Status at this time would potentially cost \$800,000 local tax dollars.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

MW  
INITIALS

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that a request to the division of Social Services to continue election status for the Lenoir County Work First Block Grant Plan for the SYF 2016-2019 is approved.

**AMENDMENTS:**

MOVED \_\_\_\_\_ **SECONDED** \_\_\_\_\_

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

**Yea Votes:** Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_

Davis \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date



North Carolina Department of Health and Human Services  
Division of Social Services

Pat McCrory  
Governor

Aldona Z. Wos, M.D.  
Ambassador (Ret.)  
Secretary DHHS

Wayne E. Black  
Division Director

July 3, 2014

Re: Work First County Planning

**Dear County Director of Social Services**

**Attention:** Work First Program Administrators and Supervisors

The Division is officially beginning the Work First Block Grant planning cycle for Federal Fiscal Years (FFY) 2016 – 2019. This letter provides guidance and deadlines for Work First County Block Grant planning.

**Electing County Status**

Electing Counties are required to submit an Electing County designation form to the Division of Social Services to continue or discontinue their Electing County status each Work First planning cycle. The following counties are presently in Electing County status: Beaufort, Caldwell, Catawba, Lenoir, Lincoln, Macon, and Wilson. All Electing Counties Work First Block Grants are subject to the General Assembly appropriation provisions.

The deadline to return the attached Electing County designation form is by close of business **Monday, August 4, 2014**. The decision must have the support of three-fifths of the Electing County's Board of Commissioners. Designation letters with original signatures must be submitted to the Division of Social Services no later than the established deadline. If the designation letter is provided after the deadline, the Electing County will be re-designated as a Standard County.

**Electing County Work First Block Grant Planning**

Preparations should begin now in the development of the Work First Block Grant plan for 2016-2019 for Electing Counties. Electing Counties should involve multiple community partners in the planning process for the Work First Block Grant. This is an opportunity for Electing Counties to take advantage of the localized flexibility provided in the Work First program. Current and/or former Work First recipients, employers, childcare providers, child welfare staff, community advocacy agencies, and others may prove to be valuable resources in this planning process.

**The North Carolina Families Accessing Services through Technology (NCFAST) automated case management system will not support Electing County policies that differ from Standard County policies as outlined in the Work First manual.** The Electing County Work First Block Grant plans are

Economic and Family Services  
www.ncdhhs.gov • www.ncdhhs.gov/dss  
Tel 919-527-6300 • Fax 919-334-1265

Location: Hargrove Building/Dix Campus • 820 S. Boylan Avenue • Raleigh, NC 27603  
Mailing Address: 2420 Mail Service Center • Raleigh, NC 27699-2420  
An Equal Opportunity / Affirmative Action Employer



due to the Division of Social Services no later than close of business on **Tuesday, September 30, 2014.**

### **Standard County Work First Block Grant Planning**

All Standard Counties will remain in Standard County status for this planning cycle. Standard Counties do not have to return a plan or survey to the Division. In addition, there is not a requirement to have community committee meetings for Work First Block Grant Planning. However, community meetings are encouraged and opportunities to promote mutual understanding of the agencies and/or programs, long-term collaboration, employment, and family centered services.

The current information and/or detailed policy criteria on the below items must be placed on file at the county Department of Social Services by the beginning of each State Fiscal Year (SFY) for Work First program compliance. This will ensure fair and equitable services to all North Carolina citizens and compliance with federal and state regulations. Counties are subject to monitoring findings if current SFY information is not on file.

A Memorandum of Understanding (MOU), Memorandum of Agreement (MOA), contract, or protocol for collaboration, etc. with the below agencies:

- Division of Workforce Solutions (NCWorks Career Centers)
- Local Management Entity
- Domestic Violence Agency
- Vocational Rehabilitation

Local policy for the following services (guidelines specified, payment limits, etc.)

- Benefit Diversion Survey for current SFY
- Emergency Assistance
- Exemption from the work requirement for single parents of children under age one
- Services for low-income families at or below 200% of the Federal Poverty Level
- Services for non-custodial parents (service optional)
- Transportation

Please see the attached Electing County Work First Planning outline, Electing County designation letter and planning timeline for your reference. If you have questions regarding this information, please email [Work.First.Support@dhhs.nc.gov](mailto:Work.First.Support@dhhs.nc.gov).

Sincerely,



David Locklear, Acting Chief  
Economic and Family Services

DL/wf  
Attachments (3)

**EFS-WF-10-2014**

\_\_\_\_\_ County, North Carolina

**Request for Continuation of Electing Status or Re-designation as Standard Status  
for the Work First Program for Planning Cycle FFY's 2016 - 2019**

The Board of Commissioners of \_\_\_\_\_ County voted on \_\_\_\_\_  
(date)  
by at least two-thirds in favor of the below status (check one) for the Work First Program.

Continue in Electing Status       Change to Standard Status

The vote was: \_\_\_\_\_ in favor      \_\_\_\_\_ (against)  
(enter number)      (enter number)

\_\_\_\_\_  
Commission Chair Signature

\_\_\_\_\_  
Date

**The primary contact person for our Work First Block Grant planning process will be:**

Name: \_\_\_\_\_  
Position/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Due Date: August 4, 2014**

Submit to: Email or Fax to:  
Johnice.Tabron@dhhs.nc.gov  
Fax Number (919) 334-1265

Item No. 13



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

FY 2014 - 2015  
 Appropriations

Distribution - Finance Office:

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

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		HEALTH		VARIOUS	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title		Amount	Account # and Title		Amount
<u>DECREASE</u>			<u>DECREASE</u>		
10-3991-9910 FUND BALANCE APPROPRIATED		-10,157.00	10-5167-2900	WIC - OTHER SUPPLIES	(5,021.00)
			10-5170-2900	PCM - OTHER SUPPLIES	(2,439.00)
			10-5171-2900	CC4C - OTHER SUPPLIES	(2,204.00)
			10-5190-2900	BT - OTHER SUPPLIES	(493.00)
Total		\$ (10,157.00)	Total		\$ (10,157.00)

**Reason and Justification for Request:**  
 BUDGET AMENDMENT TO DECREASE THE BUDGETED AMOUNT IN THE WIC, PCM, CC4C AND BT DEPARTMENTS. THESE AMOUNTS CAN NOT EXCEED SET AMOUNTS, AND DUE TO SALARY INCREASES, THE OTHER SUPPLIES LINES ARE BEING DECREASED IN ORDER TO STAY WITHIN THE BUDGET AMOUNTS.

Department Head Approval	Date	Finance Officer Approval	Date
	6/16/14		6/17/2014
Budget Officer Approval	Date		
	6/18/14		
Board Approval (When Applicable)	Date	Date of Minutes	

**INTRODUCED BY:** Michael W. Jarman, County Manager DATE 07/21/14 ITEM NO. 14

**RESOLUTION:** Approving/Authorizing Execution of Purchase Order for Computers, Monitors, Cash Drawers and Software: Dell Marketing: Not to Exceed: \$17,000.00

**SUBJECT AREA:** Purchases/Bids

**ACTION REQUESTED:** Approval of a purchase order with Dell Marketing for computers, monitors, cash drawers and software for searching, indexing and recording of documents.

**HISTORY / BACKGROUND:** The Register of Deeds Office currently has computers that use the Windows XP platform. MIS contacted this office in mid May to inform us that Windows XP would no longer be supported. All of the computers on Windows XP are used for recording documents, indexing documents, scanning documents as well as searching for documents. Funds for the replacement of this equipment are eligible for payment using Automation Preservation funds. These funds are to be used exclusively by Register of Deeds for the preservation of all data as related to their office.

**EVALUATION:** The MIS department researched the cost of replacing all of the above equipment, and determined Dell Marketing was the most cost effective resource. It is recommended that Automation Preservation funds be used to replace the old Windows XP equipment.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

*MW*  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that a purchase order with Dell Marketing be approved in an amount not to exceed \$17,000.00

Account Number: 27-4180-3800

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

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

YEA VOTES: Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_  
Davis \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman 07/21/14

\_\_\_\_\_  
ATTEST 07/21/14  
Date

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 07/21/14 **ITEM NO:** 15

**RESOLUTION:** Approval of Purchase Order: PLM Equipment Services, Inc.: \$3,000.00

**SUBJECT AREA:** Purchases/Bids

**ACTION REQUESTED:** The Board is requested to authorize the Emergency Services Director to execute a purchase order with PLM Equipment Services, Inc., in the amount of \$3,000.00

**HISTORY/BACKGROUND:** All purchase orders in the amount of \$2,500 or greater require the approval by the Board of Commissioners. Maintenance contracts allow us to receive upgrades and place calls for service at no additional cost to the County. PLM Equipment Services, Inc. provides stretcher maintenance services to the EMS Division.

**EVALUATION:** Approval of this resolution will allow for the encumbrance of funds approved in the FY14-15 budget and eventual payment of services as billed.

**MANAGER'S RECOMMENDATION:**  
Respectfully recommend approval.

*mwe*  
Initials

**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Emergency Services Director is authorized to execute a purchase order with PLM Equipment Services, Inc. in the amount of \$3,000.00..

**AMENDMENTS:**

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

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

**YEA VOTES:** Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_  
Davis \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman 07/21/14  
Date

\_\_\_\_\_  
Attest 07/21/14  
Date

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 07/21/14 **ITEM:** 16

**RESOLUTION:** Approval Lease-Purchase of ZOLL Cardiac Monitors: Kansas State Bank: \$370,782.24.

**SUBJECT AREA:** Purchases / Bids

**ACTION REQUESTED:** The Board is requested to approve a lease agreement with Kansas State Bank for ZOLL cardiac monitors for the EMS Division, at an annual lease amount of \$80,166.89 for five years, totaling \$370,782.24, and authorize the County Manager, or his designee, to execute the lease agreement.

**HISTORY/BACKGROUND:** Lenoir County Emergency Services – EMS Division provides Advanced Life Support at the Paramedic Level to the citizens of Lenoir County, providing advanced monitoring of patients experiencing a cardiac event. The ZOLL “E” series monitors currently utilized by the EMS Division are approximately seven years old. The recommended life cycle of a cardiac monitor is five years. The ZOLL Company offers a lease option, using P&L Capital as a broker between ZOLL, Kansas State Bank – the lessor, and the customer. **This action was previously approved on Resolution #27 at the June 16, 2014 Board Meeting; however, P&L Capital was listed as the payee. This resolution is to correct the payee information.**

**EVALUATION:** The ZOLL “E” series monitors currently utilized by the EMS Division have exceeded their life cycle. ZOLL has designed a newer model monitor, the “X” series, which provides more advanced technology than the “E” series and will assist the EMS Division personnel in providing the optimum level of care to patients who are experiencing a cardiac event. The ZOLL Company offers a lease option, using P&L Capital as a broker between ZOLL, Kansas State Bank – the lessor, and the customer. A breakdown of the lease option is listed below.

Number of payments	5
Annual Payment	\$80,166.89
Payment Mode	Annual / Advance
Interest Rate	4.2%
Total Cost of Equipment	\$410,782.24
Trade In	\$40,000.00
Total Payment	\$370,782.24
First Payment Date	Prior to Funding

**This action was previously approved on Resolution #27 at the June 16, 2014 Board Meeting; however, P&L Capital was listed as the payee. This resolution is to correct the payee information.**

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

*mwj*  
Initials

**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that a lease agreement with Kansas State Bank for ZOLL cardiac monitors for the EMS Division, at an annual lease amount of \$80,166.89 for five years, totaling \$370,782.24, is approved, and be it further resolved the County Manager, or his designee, is authorized to execute the agreement on behalf of the County.

Funding Source: 10-4332-7100

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

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

**YEA VOTES:** Hill \_\_\_ Brown \_\_\_ Best \_\_\_ Daughety \_\_\_  
Davis \_\_\_ Rouse \_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman  
07/21/14  
Date

\_\_\_\_\_  
ATTEST  
07/21/14  
DATE

**INTRODUCED BY:** Michael W. Jarman, County Manager    **DATE:** July 21, 2014    **ITEM:** 17

**RESOLUTION:** Authorizing Award of Contract for Additional Installation Services: 2012 CDBG Scattered Site Project: Atlantic Housing, LLC: \$6,075.00

**SUBJECT AREA:**    COMMUNITY DEVELOPMENT

**ACTION REQUESTED:** To award contract to Atlantic Housing, LLC in the amount of \$6,075. for additional installation services for the 2012 Community Development Block Grant Scattered Site Project and authorize the Lenoir County Manager to execute the contract on behalf of Lenoir County.

**HISTORY/BACKGROUND:**        Lenoir County was awarded \$225,000 for the CDBG 2012 Scattered Site Project on March 26, 2013. Bids were taken for the provision and installation of two structures on November 22, 2013, and the contracts for those services were awarded on December 2, 2013. Atlantic Housing, LLC was awarded the contract for 2554 Promised Land Road, LaGrange. The Lenoir County Health Department inspected the site and requires the installation of a new septic system and the abandonment of the existing well in order to accommodate the new septic system. The change order includes the cost of hauling gravel and spreading it for the driveway and parking area and the installation of a concrete sidewalk and front porch steps. Also included is the cost of installing an additional water shut off valve behind the water meter as required by the water department and the installation of new vinyl shutter for the front of the home. Since Atlantic Housing, LLC was awarded the original contract, RSM Harris Associates negotiated a price of \$6,075. for the additional work.

**EVALUATION:** On December 2, 2013, a contract was awarded to Atlantic Housing, LLC for the provision and installation of a new modular home at 2554 Promised Land Road, LaGrange. Due to the requirements of the Lenoir County Health Department of a new septic system and the additional work required for the installation of the new modular home, it is recommended Atlantic Housing, LLC be awarded the contract for additional installation services in the amount of \$6,075.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

*MWJ*  
Initials

**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that a contract for additional installation services at 2554 Promised Land Road, LaGrange be awarded and executed with Atlantic Housing, LLC in an amount not to exceed \$6,075., and be it further resolved the Lenoir County Manager is authorized to execute the contract on behalf of the County.

Funding Source                      46-4964-5850                      \$6,075.00

**AMENDMENTS:**

MOVED \_\_\_\_\_                      SECONDED \_\_\_\_\_

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

YEA VOTES: HILL \_\_\_\_\_                      BROWN \_\_\_\_\_                      BEST \_\_\_\_\_                      DAUGHETY \_\_\_\_\_

DAVIS \_\_\_\_\_                      ROUSE \_\_\_\_\_                      SUTTON \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
DATE

Item No. 18

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: NON-DEPARTMENTAL: \$16,773.: INCREASE



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

FY 2013 - 2014  
 Appropriations

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

Distribution - Finance Office:

**PRIOR YEAR**

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
GENERAL	NON-DEPARTMENTAL	VARIOUS
Check One Box New Appropriation: <input type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>
Account # and Title	Amount	Account # and Title Amount
<u>INCREASE</u>		<u>INCREASE</u>
10-3214-1100 2014 TAX LEVY	16,773.00	10-4200-1913 PROF SVCS-BUS PER PROP AUDIT 16,773.00
Total	16,773.00	Total 16,773.00

**Reason and Justification for Request:**  
 To appropriate additional property tax revenue received by the County as a result of a business personal property tax audit being conducted by County Tax Services, Inc. The County contracted with County Tax Services, Inc. in May of 2010 to conduct the audit. County Tax Services, Inc. receives a 30% commission on all business personal property discoveries found as a result of the audit. The County pays this commission only after the taxpayer pays the discovery tax bill. The Board approved the contract with County Tax Services, Inc. on May 17, 2010, Item #8.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	7/1/2014	<i>Martha H. Martin</i>	7/1/2014
Budget Officer Approval	Date		
<i>Michael W. Sam</i>	7/2/14		
Board Approval (When Applicable)	Date	Date of Minutes	

item NO. 19

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: PROCESS FUNDS: \$120,000. INCREASE



LENOIR COUNTY, NORTH CAROLINA  
BUDGET AMENDMENT REQUEST

FY 2014 - 2015  
Appropriations

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

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
GENERAL	PROCESS FUNDS	VARIOUS
<b>Check One Box</b> New Appropriation: <input type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>
Account # and Title	Amount	Account # and Title
<u>INCREASE</u> 10-3402-3637 GRANT-8TH JUDICIAL DISTR COMMUN INTERV PF	120,000.00	<u>INCREASE</u> 10-4201-6363 8TH JUDICIAL DISTR COMMUN INTERV GRANT
Total	120,000.00	Total
		120,000.00

**Reason and Justification for Request:**  
 BUDGET AMENDMENT TO SET UP FUNDS FROM THE NC DEPT OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION (DJJDP). THIS GRANT WAS PREVIOUSLY AWARDED IN NOVEMBER AND WOULD ROLL FORWARD INTO THE NEXT FISCAL YEAR, BUT IT IS NOW BEING AWARDED BASED ON THE COUNTY'S FISCAL YEAR. THESE FUNDS ARE TO COVER THE THREE COUNTY REGION OF THE 8TH JUDICIAL DISTRICT (WAYNE, GREENE & LENOIR) CLIENTS.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	7-10-2014	<i>Martha H. Martin</i>	7-10-2014

Budget Officer Approval	Date
<i>M. Farmon</i>	7/14/14

Board Approval ( When Applicable)	Date	Date of Minutes

Item No. 20

BUDGET ORDINANCE AMENDMENT: GENERAL FUND:  
NON-DEPARTMENTAL: \$120,560. INCREASE



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

FY 2013 - 2014  
Appropriations

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

Distribution - Finance Office:

**PRIOR YEAR**

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
GENERAL	NON-DEPARTMENTAL	10-3280-3100 NC EASTERN REGION GTP DMV REFUND 10-4200-4991 MISCELLANEOUS
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>
Account # and Title	Amount	Account # and Title Amount
<u>INCREASE</u>		<u>INCREASE</u>
10-3280-3100 NC EASTERN REGION GTP DMV REFUND	120,560.00	10-4200-4991 MISCELLANEOUS 120,560.00
Total	120,560.00	Total 120,560.00

**Reason and Justification for Request:**  
 BUDGET AMENDMENT TO SET UP THE REFUND FROM THE NC EASTERN REGION (NC'S EASTERN ALLIANCE CORPORATION) ON JUNE 30, 2014 IN THE AMOUNT OF \$120,559.43. THE COMMISSIONERS APPROVED RESOLUTION #21 ON JUNE 16, 2014, REQUESTING THE WITHDRAWAL OF LENOIR COUNTY FROM THE NC EASTERN ALLIANCE EFFECTIVE JULY 1, 2014. THIS IS THE BALANCE OF THE COUNTY'S FUNDS FROM THE \$5 LICENSE PLATE FEE.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martla H. Martin</i>	7/1/2014	<i>Martla H. Martin</i>	7/1/2014

Budget Officer Approval	Date
<i>Michael W. ...</i>	7/1/14

Board Approval (When Applicable)	Date	Date of Minutes

**RESOLUTION:** Approving/Authorizing Execution of FY14-15 Insurance Policies with WA Moore Company, Inc., and Discovery Insurance Co.: \$667,139.

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:** To award insurance contracts for auto, property, crime, general, and professional liability to WA Moore Company, Inc. for \$469,261 and for workers compensation third party administration to Discovery Insurance Co. for \$34,000 and for EMS liability, equipment, auto, and \$10 million excess liability to WA Moore Company, Inc. for \$84,829 and for excess workers compensation to WA Moore Company, Inc. for \$79,049.

**HISTORY / BACKGROUND:** This current fiscal year will be the thirteenth in which the County contracted out all of the above-referenced insurance policies to local agents. In the past, part of the insurance coverage was taken through local agents and part was through the NCACC/NC Risk Management Pool. Administration recommends we continue with the local companies. For FY14-15, the County increased coverage on buildings by 3.0%, maintained auto liability deductible at \$5,000 due to recent poor claims history, experienced premium increase for excess workers compensation stop-loss policy, experienced increase in law enforcement liability, maintained deductible on property coverage at \$10,000 to minimize premium increase, and once again contracted with Discovery Insurance to handle compliance with mandated Medicare Secondary Payer reporting requirements. The JT Sutton Insurance Agency merged with WA Moore Company, Inc., on May 1, 2007; therefore, coverage previously provided by JT Sutton on auto, property, crime, general liability, and professional liability is now provided by WA Moore Company, Inc. Administration is recommending continuation of insurance coverage on County properties with WA Moore Company, Inc. for FY14-15.

**Note:** Administration did not bid this out because of the positive prior years' experience with these firms. These firms are independent agents and **bid our insurance needs with several companies** to obtain the best renewal quote for the County. There are only a limited number of underwriters that write insurance for units of government. Also, for EMS, there really is only one underwriter – VFIS (Volunteer Firemans' Insurance Services) which offers vehicle, general liability, and equipment coverages. The County is **self-insured** on workers compensation, although we contract with Discovery Insurance Company to handle claims and we pay for excess coverage for claims exceeding \$600,000. W.A. Moore evaluated premiums to determine the possibility of being fully insured for worker's compensation; however, based on their analysis, the County is still benefiting from being self insured for this coverage.

**EVALUATION:** A comparison of premiums was made between FY12-13, FY13-14, and FY14-15.

Coverage	Agent/Company	FY12-13	FY13-14	FY14-15	%Δ
1. Auto, Property, Crime, General, and Professional Liability	J. T. Sutton Insurance Co./ WA Moore	\$359,175	\$439,125	\$469,261	6.9%
2. Workers Comp. Admin.	Discovery Insurance Co.	\$34,000	\$34,000	\$34,000	0.0%
3. EMS-vehicles, general liability, equipment	WA Moore-VFIS	\$82,291	\$82,620	\$84,829	2.7%
4. Excess Workers Comp.	WA Moore	\$40,272	\$50,030	\$79,049	58.0%
	<b>Total</b>	<b>\$515,738</b>	<b>\$605,775</b>	<b>\$667,139</b>	<b>10.1%</b>

**MANAGER'S RECOMMENDATION:** Respectfully recommend approval.

*mwj*  
Initials

**Note:** VFIS will continue to cover property and liability for the EMS division. Insurance agents have recommended keeping this coverage separate from other County operations. Funds are appropriated in FY14-15 to pay for this coverage.

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that insurance policies, as recommended and incorporated by reference within this resolution, be awarded to: W.A. Moore Company, Inc. for auto, property, crime, general and professional liability: Discovery Insurance Company for workers compensation third party administration: W.A Moore Company, Inc. for EMS liability, equipment, auto and \$10 million excess liability: WA Moore Company, Inc. for excess workers compensation, and **be it further resolved** that the County Manager or his designee are authorized to execute contracts ensuring these policies are effective on behalf of Lenoir County for FY14-15.

Discovery	Workers Comp Administration	\$34,000
WA Moore	Vehicles, PEP Liability, Buildings Commercial Liability, Commercial umbrella	\$469,261
WA Moore	Excess Worker's Compensation	\$79,049
WA Moore	EMS	<u>\$84,829</u>
	<b>Total</b>	<b>\$667,139</b>

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

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

YEA VOTES: Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_  
Davis \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman 07/21/14

\_\_\_\_\_  
ATTEST 07/21/14  
Date

item No. 22

DGET ORDINANCE AMENDMENT:GENERAL FUND/ EMPLOYEE INSURANCE FUND:TRANSFERS/ EMPLOYEE INSURANCE: \$135,910.: INCREA



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

FY 2013 - 2014  
 Appropriations

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

Distribution - Finance Office:

**PRIOR YEAR**

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL EMPLOYEE INSURANCE		TRANSFERS EMPLOYEE INSURANCE		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>			
Account # and Title	Amount	Account # and Title	Amount		
<u>INCREASE</u>		<u>INCREASE</u>			
10-3437-3100 EMS-MEDICAID REIMBURSEMENT	135,910.00	10-9800-8505 TRANSFER TO INSURANCE FUND	135,910.00		
<u>INCREASE</u>		<u>INCREASE</u>			
11-3987-9802 TRANSFER FROM GENERAL FUND	135,910.00	11-4200-1830 CLAIMS PAID-HEALTH INSURANCE	135,200.00		
		11-4200-1832 ADMINISTRATIVE COSTS	710.00		
Total	135,910.00	Total	135,910.00		

**Reason and Justification for Request:**  
 BUDGET AMENDMENT TO APPROPRIATE EMS MEDICAID REIMBURSEMENT FUNDS RECEIVED IN FY13-14 IN THE AMOUNT OF \$449,392.00 (\$300,000.00 ORIGINALLY BUDGETED AND \$13,482.00 NCACC FEE ) AND TRANSFER THE EXCESS TO THE EMPLOYEE INSURANCE FUND. DUE TO SEVERAL HIGH VOLUME CLAIMS, THE FUND BALANCE OF THE EMPLOYEE INSURANCE FUND IS LOW; THEREFORE, THE AMOUNT NOT ORIGINALLY BUDGETED FOR THE MEDICAID REIMBURSEMENT IS BEING TRANSFERRED TO THAT FUND.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	7-15-2014	<i>Martha H. Martin</i>	7-15-2014

Budget Officer Approval	Date
<i>Michael W. Jarmann</i>	7/15/2014

Board Approval ( When Applicable)	Date	Date of Minutes

**INTRODUCED BY:** Michael W. Jarman, County Manager DATE 07/21/14 ITEM NO. 23

**RESOLUTION:** Approve of Service Agreement: Brady Services, Inc.: \$5,502.

**SUBJECT AREA:** Purchases / Bids

**ACTION REQUESTED:** The Board is requested to authorize the Sheriff to execute a service agreement with Brady Services, Inc. in the amount of \$5,502 to provide equipment and/or services and supplies for the operation and maintenance of the Lenoir County Sheriff's Detention Center.

**HISTORY/BACKGROUND:** The Sheriff's Office Detention Center is in need of a service maintenance contract for the heating and cooling systems to include routine maintenance of the air handling units and chillers for the building. This maintenance contract will provide scheduled maintenance for these systems to allow proper operation. The Sheriff has chosen Brady Services Inc. based upon the recommendation from the County Maintenance and the minimal cost for the contract.

**EVALUATION:** The Sheriff's Office Detention Center is in need of a service maintenance contract for the heating and cooling systems to include routine maintenance of the air handling units and chillers for the building. The Brady HVAC maintenance contract fits the needs of the detention center to assure all HVAC units are working properly and provides priority response if there is a problem. This contract provides regular maintenance of the new units that includes eight air handling units and two chillers. Maintenance will include disposal of refrigeration oil, annual cleaning of condenser coils and annual replacement of belts.

Brady HVAC is the chosen maintenance company to perform services requested by the maintenance division and the Sheriff to perform this agreement. The Sheriff believes this is an appropriate contract to maintain the detention center HVAC units.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

*MW*  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Sheriff is authorized to execute a service agreement with Brady Services, Inc. in the amount of \$5,502 to provide equipment and/or services and supplies for the operation and maintenance of the Lenoir County Sheriff's Detention Center.

<b>VENDOR:</b>	<b>AMOUNT:</b>	<b>FUNDING ACCOUNT#:</b>
Brady Services, Inc	\$5,502.00	10-4320-6900

**AMENDMENTS**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

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

YEA VOTES: Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_  
Davis \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman 7/21/14  
Date

\_\_\_\_\_  
ATTEST 7/21/14  
Date

**INTRODUCED BY:** Michael W. Jarman, County Manager    **DATE:** 7/21/14 **ITEM NO.** 24

**RESOLUTION:** Approval of Agreement and Contract: U.S. 70 Corridor Commission of N.C., Inc.: \$25,000.

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:** The Board is requested to approve an agreement and contract with the U.S. 70 Corridor Commission and authorize the County Manager to execute the agreement and contract on behalf of the County.

**HISTORY/BACKGROUND:** The U.S. 70 Corridor Commission was created to partner with local, regional, and state government agencies to effectively support initiatives enhancing safety, mobility, and economic vitality along the U.S. Highway 70 corridor through land use planning, transportation improvement, and economic development strategies. In addition to the Goldsboro and LaGrange by-pass projects, the Commission is currently working on other pilot projects including a Kinston bypass project, reconfiguration and overpass construction at the Skinner's bypass intersection of U.S. 70 and Hwy 11/55, a James City bypass in Craven County, widening of Williams and Airport Roads in Craven County, and a North Carteret bypass in Carteret County. Current members of the Commission are Carteret, Craven, Johnston, Lenoir, Wayne, and Jones Counties. Membership in the Commission entitles Lenoir County to appoint 5 individuals to serve as Directors on the Board.

**EVALUATION:** The U.S. 70 Corridor Commission was created to partner with local, regional, and state government agencies to effectively support initiatives enhancing safety, mobility, and economic vitality along the U.S. Highway 70 corridor through land use planning, transportation improvement, and economic development strategies. Lenoir County is currently a member of the Commission. Continued membership on the Commission will allow the County to appoint 5 individuals to serve as Directors on the Board and represent Lenoir County by providing input on major road projects impacting the County.



**AGREEMENT & CONTRACT BY & BETWEEN  
U.S. 70 CORRIDOR COMMISSION OF NORTH CAROLINA, INC.  
AND  
LENOIR COUNTY, NORTH CAROLINA**

NORTH CAROLINA  
LENOIR COUNTY

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Lenoir County, North Carolina, hereinafter referred to as the "COUNTY", and U.S. 70 Corridor Commission of North Carolina, Inc., hereinafter referred to as the "AGENCY".

WITNESSETH:

WHEREAS, the AGENCY has requested certain funds from the COUNTY to carry out its programs and activities for the U.S. 70 Corridor Commission of North Carolina, Inc.

WHEREAS, in response to such request, the Board of County Commissioners has appropriated the sum of \$ 25,000.00 for the period July 1, 2014 through June 30, 2015 to support this purpose; said sum being derived from County funds, pass through grant funds or both; and

WHEREAS, the payment of grant funds of \$ 25,000.00 to AGENCY, shall be a membership fee, currently established by Board of Directors at \$ 25,000.00 per annum and shall entitle County to appoint up to 5 individuals to serve as Directors on Board of Directors; the governing and policy Board for U.S. 70 Corridor Commission of North Carolina, Inc. and

WHEREAS, it is desirable and necessary to enter into this AGREEMENT in order to set forth the terms and conditions for receiving said funds from the COUNTY.

NOW THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in the manner and for the purposes as stated on attached APPENDIX A which are incorporated by reference into this AGREEMENT.
2. In consideration for the performance by the AGENCY of the services outlined on said EXHIBIT 1, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the Lenoir County Budget for the grant period. Payment of such amount shall be made in a lump sum payment by the COUNTY, upon receipt of all necessary documentation requested by County to be provided by AGENCY upon request.

3. If the AGENCY fails to perform its obligations under this AGREEMENT, or if the AGENCY shall violate any of the provisions of this AGREEMENT, the COUNTY shall have the right to terminate this Agreement by giving written notice to the AGENCY of such termination.
4. The AGENCY shall not assign any interest in this AGREEMENT and shall not transfer any interest in this AGREEMENT without prior written approval of the COUNTY.
5. In connection with the performance of this AGREEMENT, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.
6. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures. A financial report shall be submitted to Directors at all scheduled meetings of Board of Directors of AGENCY.
7. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this AGREEMENT and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
8. Meetings of the AGENCY's Board of Directors, Advisory Board or Governing Board must be open to the public.
9. As a condition of receiving funds from Lenoir County, the AGENCY agrees to fully indemnify and hold harmless Lenoir County, its officers, agents and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this AGREEMENT.
10. The COUNTY is in no way responsible for the administration and supervision of the AGENCY's officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
11. This AGREEMENT may only be amended by written amendments mutually agreed upon by and between the COUNTY and AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST

LENOIR COUNTY

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
County Manager

ATTEST  
Frank Price

AGENCY – U.S. 70 Corridor Commission of NC, Inc.  
Robin Comer

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman of Board of Directors

**LENOIR COUNTY NON-PROFIT GRANT APPLICATION FOR FY 2014-15  
FOR U.S. 70 CORRIDOR COMMISSION OF NORTH CAROLINA, INC. (AGENCY)**

AGENCY: U.S. 70 Corridor Commission of North Carolina, Inc.

ADDRESS: Post Office Box 1187 (1090 West Market Street)  
Smithfield, North Carolina 27577

PHONE #: (919) 934-1249 FAX #: (919) 934-4055

CONTACT PERSON: Robin Comer/M. Durwood Stephenson

TITLE: Chairman/Executive Director

FISCAL YEAR (month/year): 3/14 - 3/15

COUNTY FUNDS REQUESTED: \$ 25,000.00

NUMBER OF BOARD MEETINGS HELD DURING LAST COMPLETE PROGRAM  
YEAR: See Attached Exhibit 1

**ATTACHMENTS:**

NAMES, ADDRESSES, AND TERMS OF OFFICERS AND BOARD MEMBERS  
INCORPORATION DOCUMENTATION  
BRIEF DESCRIPTION OF HOW AGENCY FUNDS WILL BE USED FOR AGENCY PROGRAM  
DURING FY 2014/2015.  
FINANCIAL REPORT IS ATTACHED AS OF 12/31/13

ATTACHED QUESTIONNAIRE

AGENCY LINE ITEM BUDGET FOR YEAR FUNDS REQUESTED

In the past, budgets have not been established and approved. We plan to prepare a preliminary budget and submit to Directors for approval at scheduled meeting on March 20, 2014. Directors have approved payments to Wayne County for payroll & Executive Director.



NORTH CAROLINA  
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify  
the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

U.S. 70 CORRIDOR COMMISSION OF NORTH CAROLINA, INC.

the original of which was filed in this office on the 16th day of September, 2013.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my  
hand and affixed my official seal at the City of  
Raleigh, this 16th day of September, 2013.

*Elaine F. Marshall*

Secretary of State

ARTICLES OF INCORPORATION

OF

U.S. 70 CORRIDOR COMMISSION OF NORTH CAROLINA, INC.

The undersigned incorporator hereby forms a nonprofit corporation pursuant to the North Carolina Nonprofit Corporation Act and to that end hereby sets forth:

1. The name of the Corporation is U.S. 70 CORRIDOR COMMISSION OF NORTH CAROLINA, INC. (hereinafter "Corporation").
2. The principal office of the Corporation is located at 1090 West Market Street, Smithfield, Johnston County, North Carolina, 27577.
3. The address of the initial registered office of the Corporation is 416 Pollock Street, Post Office Drawer 889, New Bern, Craven County, North Carolina, 28560 and the name of the initial registered agent of the Corporation at such address is Arey W. Grady, III.
4. The Corporation will have members. Matters pertaining to membership in the Corporation shall be set forth in bylaws to be adopted by the Corporation.
5. The Corporation's initial directors shall be identified by the undersigned organizer within thirty (30) days of the filing of these Articles with the North Carolina Secretary of State.
6. To the fullest extent permitted by applicable law, no director of the Corporation shall have any personal liability arising out of any action whether by or in the right of the Corporation or otherwise for monetary damages for breach of any duty as a director. This provision shall not impair any right to indemnity from the Corporation that any director may now or hereafter have. Any repeal or modification of this provision shall be prospective only and shall not adversely affect any limitation hereunder on the personal liability of a director with respect to acts or omissions occurring prior to such repeal or modification.
7. The specific purposes for which the Corporation is formed are to plan and advocate for the maintenance, improvement and commercial development of the U.S. Highway 70 corridor within Johnston, Wayne, Lenoir, Jones, Craven, and Carteret Counties in the State of North

---

Prepared By  
Samrell, Sugg, Carmichael, Hicks & Hart, P.A.  
416 Pollock Street  
New Bern, North Carolina 28560

Carolina and to engage in any and all lawful activities incidental thereto. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to, its members, directors, officers, or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of purposes set forth in these articles of incorporation. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation dispose of all the assets of the Corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for such purposes as the Board of Directors shall determine, or to federal, state, or local governments to be used exclusively for such purposes.

8. The name and address of the incorporator is:

Arey W. Grady, III  
416 Pollock Street  
P.O. Box 889  
New Bern, North Carolina 28560.

9. The Articles may be amended in whole or in part upon the affirmative vote of a majority of the Directors of the Corporation.

10. These Articles shall be effective as of their filing date.

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation, this the 31<sup>st</sup> day of August, 2013.

  
Arey W. Grady, III, Incorporator

(SEAL)

LSS42411



# US 70 Corridor Commission

TO: Board of Commissioners, Lenoir County  
c/o Michael W. Jarman, County Manager

FROM: M. Durwood Stephenson

DATE: June 30, 2014

RE: FUNDING & MEMBERSHIP ASSESSMENTS  
U.S. 70 CORRIDOR COMMISSION OF NORTH CAROLINA, INC.  
FOR YEAR 2014-2015

I am submitting revised invoice with due date of July 10.

I am also sending a second copy of AGREEMENT between Lenoir County and U.S. 70 Corridor Commission of N.C. Inc. Please execute and return with payment and I will have executed by Chairman Comer and return fully executed to you.

Thank you and please contact me if you have questions.

M. Durwood Stephenson  
Director

P.O. Box 1187 ❖ Smithfield, NC 27577 ❖ (919) 934-1249 ❖ [DurwoodUS70@gmail.com](mailto:DurwoodUS70@gmail.com)



**AGREEMENT & CONTRACT BY & BETWEEN  
U.S. 70 CORRIDOR COMMISSION OF NORTH CAROLINA, INC.  
AND  
LENOIR COUNTY, NORTH CAROLINA**

NORTH CAROLINA  
LENOIR COUNTY

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Lenoir County, North Carolina, hereinafter referred to as the "COUNTY", and U.S. 70 Corridor Commission of North Carolina, Inc., hereinafter referred to as the "AGENCY".

WITNESSETH:

WHEREAS, the AGENCY has requested certain funds from the COUNTY to carry out its programs and activities for the U.S. 70 Corridor Commission of North Carolina, Inc.

WHEREAS, in response to such request, the Board of County Commissioners has appropriated the sum of \$ 25,000.00 for the period July 1, 2014 through June 30, 2015 to support this purpose; said sum being derived from County funds, pass through grant funds or both; and

WHEREAS, the payment of grant funds of \$ 25,000.00 to AGENCY, shall be a membership fee, currently established by Board of Directors at \$ 25,000.00 per annum and shall entitle County to appoint up to 5 individuals to serve as Directors on Board of Directors; the governing and policy Board for U.S. 70 Corridor Commission of North Carolina, Inc. and

WHEREAS, it is desirable and necessary to enter into this AGREEMENT in order to set forth the terms and conditions for receiving said funds from the COUNTY.

NOW THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in the manner and for the purposes as stated on attached APPENDIX A which are incorporated by reference into this AGREEMENT.
2. In consideration for the performance by the AGENCY of the services outlined on said EXHIBIT 1, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the Lenoir County Budget for the grant period. Payment of such amount shall be made in a lump sum payment by the COUNTY, upon receipt of all necessary documentation requested by County to be provided by AGENCY upon request.

3. If the AGENCY fails to perform its obligations under this AGREEMENT, or if the AGENCY shall violate any of the provisions of this AGREEMENT, the COUNTY shall have the right to terminate this Agreement by giving written notice to the AGENCY of such termination.
4. The AGENCY shall not assign any interest in this AGREEMENT and shall not transfer any interest in this AGREEMENT without prior written approval of the COUNTY.
5. In connection with the performance of this AGREEMENT, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.
6. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures. A financial report shall be submitted to Directors at all scheduled meetings of Board of Directors of AGENCY.
7. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this AGREEMENT and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
8. Meetings of the AGENCY's Board of Directors, Advisory Board or Governing Board must be open to the public.
9. As a condition of receiving funds from Lenoir County, the AGENCY agrees to fully indemnify and hold harmless Lenoir County, its officers, agents and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this AGREEMENT.
10. The COUNTY is in no way responsible for the administration and supervision of the AGENCY's officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
11. This AGREEMENT may only be amended by written amendments mutually agreed upon by and between the COUNTY and AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST

LENOIR COUNTY

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
County Manager

ATTEST  
Frank Price

AGENCY – U.S. 70 Corridor Commission of NC, Inc.  
Robin Comer

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman of Board of Directors

**LENOIR COUNTY NON-PROFIT GRANT APPLICATION FOR FY 2014-15  
FOR U.S. 70 CORRIDOR COMMISSION OF NORTH CAROLINA, INC. (AGENCY)**

AGENCY: U.S. 70 Corridor Commission of North Carolina, Inc.

ADDRESS: Post Office Box 1187 (1090 West Market Street)  
Smithfield, North Carolina 27577

PHONE #: (919) 934-1249 FAX #: (919) 934-4055

CONTACT PERSON: Robin Comer/M. Durwood Stephenson

TITLE: Chairman/Executive Director

FISCAL YEAR (month/year): 3/14 - 3/15

COUNTY FUNDS REQUESTED: \$ 25,000.00

NUMBER OF BOARD MEETINGS HELD DURING LAST COMPLETE PROGRAM  
YEAR: See Attached Exhibit 1

**ATTACHMENTS:**

NAMES, ADDRESSES, AND TERMS OF OFFICERS AND BOARD MEMBERS  
INCORPORATION DOCUMENTATION  
BRIEF DESCRIPTION OF HOW AGENCY FUNDS WILL BE USED FOR AGENCY PROGRAM  
DURING FY 2014/2015.  
FINANCIAL REPORT IS ATTACHED AS OF 12/31/13

ATTACHED QUESTIONNAIRE

AGENCY LINE ITEM BUDGET FOR YEAR FUNDS REQUESTED

In the past, budgets have not been established and approved. We plan to prepare a preliminary budget and submit to Directors for approval at scheduled meeting on March 20, 2014. Directors have approved payments to Wayne County for payroll & Executive Director.

**U.S. 70 CORRIDOR COMMISSION DIRECTORS - As of 6/20/14**

COUNTY	NAME	EMAIL	PHONE
Carteret	Robin Comer	<a href="mailto:Robin.comer@carteretcountygov.org">Robin.comer@carteretcountygov.org</a>	(O) 252-393-3244 (C) 252-725-0548
Carteret	Jimmy Farrington	<a href="mailto:Jimmy.farrington@carteretcountygov.org">Jimmy.farrington@carteretcountygov.org</a>	(O) 252-393-9005 (C) 252-732-0253
Carteret	Myles Stempin	<a href="mailto:mstempin@att.net">mstempin@att.net</a>	(O) 252-222-6122 (C) 252-808-7151
Carteret	David Whitlow	<a href="mailto:David.Whitlow@bizec.rr.com">David.Whitlow@bizec.rr.com</a>	(O) 252-726-6848 (C) 252-222-3082
Craven	Bobby C. Darden	<a href="mailto:Bdarden@crswma.com">Bdarden@crswma.com</a>	252 633-1564
Craven	Tom Mark	<a href="mailto:tmark@cravencountync.gov">tmark@cravencountync.gov</a>	252 635-6448
Craven	Jack B. Veit, III	<a href="mailto:jveit@cravencountync.gov">jveit@cravencountync.gov</a>	252 636-6600
Craven	Danny Walsh	<a href="mailto:boones@bizec.rr.com">boones@bizec.rr.com</a>	252 447-5630
Craven	Don Baumgardner	<a href="mailto:dbaumgardner@cravencountync.gov">dbaumgardner@cravencountync.gov</a>	(O) 252-636-6618
Johnston	Ted Godwin	<a href="mailto:tedgodwin@bellsouth.net">tedgodwin@bellsouth.net</a>	(O) 919 965-4383
Johnston	Tom Hogg	<a href="mailto:wmadministrator@wilsonsmillsnc.org">wmadministrator@wilsonsmillsnc.org</a>	(O) 919 938-3885
Johnston	Donald B. Rains	<a href="mailto:drains@embarqmail.com">drains@embarqmail.com</a>	(O) 919 936-3141
Johnston	Frank Price	<a href="mailto:frank@wetherilleng.com">frank@wetherilleng.com</a>	(C) 919 524-2362
Johnston	Tony Braswell	<a href="mailto:tonv@triangleeastrealty.com">tonv@triangleeastrealty.com</a>	(O) 919-965-9857 (C) 919-669-6958
Lenoir	Linda Rouse Sutton	<a href="mailto:lindarousesutton@gmail.com">lindarousesutton@gmail.com</a>	(O) 252-559-0291
Lenoir	Mark Pope	<a href="mailto:mpope@lenoiredc.com">mpope@lenoiredc.com</a>	(O) 252 559-3907
Lenoir	Brian Lucas	<a href="mailto:Brian.lucas@ci.kinston.nc.us">Brian.lucas@ci.kinston.nc.us</a>	(O) 252-939-3237
Lenoir	Russell Rhodes	<a href="mailto:rrhodes@nssnc.com">rrhodes@nssnc.com</a>	(O) 252-527-5058 (C) 252-560-7285
Lenoir	John P. Craft	<a href="mailto:jpcraft@lagrangenc.com">jpcraft@lagrangenc.com</a>	(O) 252-566-3186
Wayne	Chris Boyette	<a href="mailto:chrisboyette@hotmail.com">chrisboyette@hotmail.com</a>	919 751-9077
Wayne	Joe Daughtery	<a href="mailto:Joe.Daughtery@waynegov.com">Joe.Daughtery@waynegov.com</a>	919 273-6065
Wayne	Edward Cromartie	<a href="mailto:Edward.Cromartie@waynegov.com">Edward.Cromartie@waynegov.com</a>	919 922-0398 (C) 919 920-1832
Wayne	William H. Pate	<a href="mailto:Bill.Pate@waynegov.com">Bill.Pate@waynegov.com</a>	919 922-4991

**Ex. Officio**

Hugh Overholt	BOT	2 Years
Michael Lee	BOT	4 Years
Gus Tulloss	BOT	2 Years
Ferrell Blount	BOT	4 Years
John Lennon	BOT	3 Years
John Rouse	NCDOT	N/A
Tim Little	NCDOT	N/A

**COMMISSION OFFICERS**

Chairman	Robin Comer
Vice-Chairman	J. Mac Daughtery
Secretary/Treasurer	Frank Price

**FINANCE COMMITTEE**

Frank Price  
 Veit III  
 David Whitlow

## APPENDIX A

AGENCY: U.S. 70 Corridor Commission of North Carolina, Inc.

1. Provide a brief description of the Agency's mission, goals and programs.

The mission of the U.S. 70 Corridor Commission of North Carolina, Inc. is to reverse the economic decline in rural Eastern North Carolina, generally east of I-95. Recognizing the impact of infrastructure on economic development and the role of U.S. 70, a strategic highway corridor commonly designated the main street of commerce in the East, the improvement of U.S. 70 became the centerpiece of the economic development plan for Eastern N.C.

2. Describe program changes (if any) being considered for FY 2014-15

Major changes in mission, purpose and agenda are not planned at this time.

3. Provide information about needs being addressed by your agency.

Provide assistance to leadership of Eastern North Carolina to promote regional roadway improvements, assist in promoting assets of rural East including, but not limited to U.S. 70 Corridor as Freeway, ports, rail, tourism, GTP and major healthcare providers.

4. What other agencies (if any) provide services similar to your agency? How do you coordinate service delivery with those agencies?

MPO's  
RPO's  
NCDOT  
FHA  
Eastern Region

5. Describe sources of funding and the stability of that funding. If local, state, or federal funding sources are expected to change, please explain.

U.S. 70 Corridor Commission of North Carolina, Inc. is funded by member counties at rate of \$ 25,000.00 annually per County Member. Municipalities have been invited to join for fee of \$ 10,000.00 each.

6. How many individuals were served by your agency? Individuals should be counted as if they participate in no more than one agency program.

2011-12 program year	<u>    X X    </u>	
2012-13 program year	<u>    X X    </u>	(estimate for full year)
2013-14 program year	<u>  \$ 125,000.00  </u>	(estimate for full year)
2014-15 program year	<u>  \$ 125,000.00 +  </u>	(projected)

7. Describe anticipated uses of County funds and reason needed (are other sources available?)

Membership entitles entity to appoint 5 directors to Commission in order to provide local leaders and citizens to plan agenda and promote Commission agenda in accordance with local needs and citizen wishes.

8. Amount of budgeted salaries and benefits for next year. 2013 – See Attached Financial Report

**FINANCIAL REPORT**  
**U.S. 70 CORRIDOR COMMISSION OF N.C. INC.**  
**June 19, 2014**

Cash Balance per Bank Statement (05/31/14) .....	\$ 152,359.63
Add: Interest Earned for Month of May .....	+ 6.79
Less: Outstanding Check – Wayne County .....	<u>(657.72)</u>
Cash Balance Reconciled	<u>\$ 151,708.70</u>



NORTH CAROLINA  
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify  
the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

U.S. 70 CORRIDOR COMMISSION OF NORTH CAROLINA, INC.

the original of which was filed in this office on the 16th day of September, 2013.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my  
hand and affixed my official seal at the City of  
Raleigh, this 16th day of September, 2013.

*Elaine F. Marshall*

Secretary of State

ARTICLES OF INCORPORATION

OF

U.S. 70 CORRIDOR COMMISSION OF NORTH CAROLINA, INC.

The undersigned incorporator hereby forms a nonprofit corporation pursuant to the North Carolina Nonprofit Corporation Act and to that end hereby sets forth:

1. The name of the Corporation is U.S. 70 CORRIDOR COMMISSION OF NORTH CAROLINA, INC. (hereinafter "Corporation").
2. The principal office of the Corporation is located at 1090 West Market Street, Smithfield, Johnston County, North Carolina, 27577.
3. The address of the initial registered office of the Corporation is 416 Pollock Street, Post Office Drawer 889, New Bern, Craven County, North Carolina, 28560 and the name of the initial registered agent of the Corporation at such address is Arey W. Grady, III.
4. The Corporation will have members. Matters pertaining to membership in the Corporation shall be set forth in bylaws to be adopted by the Corporation.
5. The Corporation's initial directors shall be identified by the undersigned organizer within thirty (30) days of the filing of these Articles with the North Carolina Secretary of State.
6. To the fullest extent permitted by applicable law, no director of the Corporation shall have any personal liability arising out of any action whether by or in the right of the Corporation or otherwise for monetary damages for breach of any duty as a director. This provision shall not impair any right to indemnity from the Corporation that any director may now or hereafter have. Any repeal or modification of this provision shall be prospective only and shall not adversely affect any limitation hereunder on the personal liability of a director with respect to acts or omissions occurring prior to such repeal or modification.
7. The specific purposes for which the Corporation is formed are to plan and advocate for the maintenance, improvement and commercial development of the U.S. Highway 70 corridor within Johnston, Wayne, Lenoir, Jones, Craven, and Carteret Counties in the State of North

---

Prepared By  
Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.  
416 Pollock Street  
New Bern, North Carolina 28560

Carolina and to engage in any and all lawful activities incidental thereto. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to, its members, directors, officers, or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of purposes set forth in these articles of incorporation. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation dispose of all the assets of the Corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for such purposes as the Board of Directors shall determine, or to federal, state, or local governments to be used exclusively for such purposes.

8. The name and address of the incorporator is:

Arey W. Grady, III  
416 Pollock Street  
P.O. Box 889  
New Bern, North Carolina 28560.

9. The Articles may be amended in whole or in part upon the affirmative vote of a majority of the Directors of the Corporation.

10. These Articles shall be effective as of their filing date.

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation, this the 27<sup>th</sup> day of August, 2013.

  
\_\_\_\_\_  
Arey W. Grady, III, Incorporator

(SEAL)

LSS42411



# US 70 Corridor Commission

TO: Vickie King – [Vking@co.lenoir.nc.us](mailto:Vking@co.lenoir.nc.us)  
Clerk  
Lenoir County Board of Commissioners

FROM: M. Durwood Stephenson

DATE: July 2, 2014

RE: U.S. 70 CORRIDOR COMMISSION

Reference our conversation of earlier today, I am forwarding the following documents:

- INVOICE
- AGREEMENT & CONTRACT
- GRANT APPLICATION
- NAMES, ADDRESSES & TERMS OF OFFICERS & DIRECTORS AS OF JULY 2, 2014
- APPENDIX A: 1-8
- FINANCIAL REPORT As of June 19, 2014

Organizational Documents & Bylaws are posted on our website. Articles of Incorporation are attached.

Please contact me if you have questions.

Happy 4<sup>TH</sup>!

**M. Durwood Stephenson**  
**Director**

P.O. Box 1187 ❖ Smithfield, NC 27577 ❖ (919) 934-1249 ❖ [DurwoodUS70@gmail.com](mailto:DurwoodUS70@gmail.com)

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 07/21/14 **ITEM NO.:** 25

**RESOLUTION:** Approving Citizens to Boards, Commissions, Etc.

**SUBJECT AREA:** Boards and Commissions

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

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

**EVALUATION:**

The following Boards currently have existing vacancies/expiring terms.

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
<b>Lenoir County Planning</b>	Donna Hardy Re-Appointment 2 <sup>nd</sup> Appearance	2015
<b>Kinston-Lenoir County Tourism</b>	Ken Albertson Re-Appointment 1 <sup>st</sup> Appearance	2017

**CURRENT VACANCIES:**

**Lenoir County Health Board – (1) Optometrist**

**MANAGER'S RECOMMENDATION:**

mwj  
Initials

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

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
Lenoir County Planning	Donna Hardy Re-Appointment 2 <sup>nd</sup> Appearance	2015

**AMENDMENTS:**

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

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

YEA VOTES: Hill \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughety \_\_\_\_\_

Davis \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Craig Hill, Chairman

07/21/14  
Date

\_\_\_\_\_  
ATTEST 07/21/14  
Date

RECEIVED

APPLICATION FOR APPOINTMENT

to

JUN - 9 2014

LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

LENOIR COUNTY  
MANAGER'S OFFICE

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

Advisory Board/Committee/Commission interested in:

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

Name: Donna Harrison Hardy

Address: 8078 Hwy 55W

City/State/Zip: Seven Springs, NC 28578

Telephone: (Home) \_\_\_\_\_ (Work) 252-560-7848

Occupation: Farmer/Reactor

Business Address: same

Age: (Optional): \_\_\_\_\_

Number hours available per month for this position: \_\_\_\_\_

Training: Business Owner

Business and Civic Experience/Skills: current board member

Other County Boards/Committees/Commissions presently serving on: Planning Board

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

Circle your voting precinct

- |   |  |
|---|--|
| K-1 (Carver Courts Recreation Center)       | Moseley Hall (LaGrange Volunteer Fire Station) |
| K-2 (Gordon Street Christian Church)        | Neuse (Cooperative Extension Office)           |
| K-3 (Fairfield Recreation Center)           | Pink Hill 1 (Bethel Baptist Church)            |
| K-4 (Northwest Elementary School)           | Pink Hill 2 (Pink Hill Rescue Station)         |
| K-5 (Spillman Baptist Church)               | Sand Hill (Sand Hill VF Department)            |
| K-6 (Teachers Memorial School)              | Southwest (Southwood VF Department)            |
| K-7 (Emma Webb Recreation Center)           | K-8 (Holloway Recreation Center)               |
| K-9 (First Pentecostal Holiness Church)     | Trent 1 (Deep Run VF Department)               |
| Contentnea (Hugo Volunteer Fire Station)    | <u>Trent 2</u> (Moss Hill Ruritan Building)    |
| Falling Creek (Banks Elementary School Gym) | Vance (Grace Fellowship Church)                |
| Institute (Institute Methodist Church)      | Woodington (Woodington Middle School)          |

CERTIFICATION

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

Donna H Hardy  
Signature of Applicant

6-6-14  
Date

1st Appearance

***Kinston-Lenoir County Convention & Visitors Bureau***

301 N. Queen Street, Kinston, NC 28501

*Embracing the past...Defining the present...Shaping the future*

July 1, 2014

Mike W. Jarman  
County Manager  
County of Lenoir  
PO Box 3289  
130 South Queen Street  
Kinston, NC 28502

**RECEIVED**

**JUL - 1 2014**

**LENOIR COUNTY  
MANAGER'S OFFICE**

Dear Mr. Jarman,

Lenoir County Board of Commissioners appointed Ken Elbertson, general manager at the Holiday Inn Express to sit on the Kinston-Lenoir County Tourism Development Authority Board of Directors for a three year term which expires June 2014. This particular appointment must be filled with a hotelier according to a NC State legislative mandate.

The Tourism Development Authority Board Recommendation Committee respectfully suggests that the Board of Commissioners re-appoint Ken Elbertson, for a third three year term.

Mr. Elbertson has been very valuable to the Authority Board. For the past four years he has been functioning as the board treasurer and doing an exceptional job. Mr. Elbertson is a veteran of the board in terms of his vast knowledge of tourism development issues and local tourism growth needs.

With this re-appointment his new term will expire June 2017.

Please contact me if you need any additional information.

Sincerely

Laura Lee Sylvester  
Executive Director  
Kinston-Lenoir County Tourism Development Authority

**TO:** Chairman and Members of the Board  
**FROM:** Mike Jarman, County Manager  
**DATE:** July 21, 2014  
**SUBJECT:** Items of Interest

1. Bid on Tax Foreclosed Property – 1201 Sycamore Road
2. NCACC Voting Delegate Form 2014
3. Lenoir County Inspections Report, Permit/Inspection Report
4. Monthly Performance Status Report
5. Non-Emergency Services Update

7/15/2014

Action Required

Picture Number	NC Pin Number	Record Number	Street #	Street Name	Town	Anything on Property	How Acquired	Taxes Owed	Foreclosure Costs	Tax Value	Bids		Recommendation
											Previous	Current	
56.	4525-1683-6229	5628	1201	Sycamore Rd	Kinston	Yes	Tax Foreclosure				\$ 1,000.00	\$ 1,100.00	Accept



Mike Jarman &lt;mjarman@co.lenoir.nc.us&gt;

## NCACC Voting Delegate Form 2014

1 message

Sheila Sammons &lt;sheila.sammons@ncacc.org&gt;

Wed, Jun 25, 2014 at 11:47 AM

Good morning! Attached for your review is the "Designation of Voting Delegate to NCACC Annual Conference" form.

Please complete and return this form to Sheila Sammons by: **Friday, August 1, 2014:**

### NCACC

215 N. Dawson St.

Raleigh, NC 27603

Fax: (919) 719-1172

sheila.sammons@ncacc.org

(p) (919) 715-4365

*Join us in Buncombe County from Aug. 14-17 for our 2014 Annual Conference.*



Sheila W. Sammons

Executive Assistant to the Executive Director and  
General Counsel

Clerk to the Board of Directors

N.C. Association of County Commissioners

Phone (919) 715-4365 | Fax (919) 719-1172

sheila.sammons@ncacc.org

[www.ncacc.org](http://www.ncacc.org)





## Designation of Voting Delegate to NCACC Annual Conference

I, \_\_\_\_\_, hereby certify that I am the duly designated voting delegate for \_\_\_\_\_ County at the 107<sup>th</sup> Annual Conference of the North Carolina Association of County Commissioners to be held in Buncombe County, N.C., on August 14-17, 2014.

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

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

### Article VI, Section 2 of our Constitution provides:

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

Please return this form to Sheila Sammons by: **Friday, August 1, 2014:**

NCACC  
215 N. Dawson St.  
Raleigh, NC 27603  
Fax: (919) 719-1172  
[sheila.sammons@ncacc.org](mailto:sheila.sammons@ncacc.org)  
(p) (919) 715-4365



**LENOIR COUNTY  
PLANNING & INSPECTIONS DEPARTMENT**  
PO BOX 3289  
101 NORTH QUEEN STREET  
KINSTON, NC 28502  
PHONE: 252-559-2260  
FAX: 252-559-2261



---

**LENOIR COUNTY INSPECTIONS  
PERMIT/INSPECTION REPORT**

**JUNE 2014**

**PERMITS ISSUED: 127**

**PERMITS VALUE: \$ 2,128,738**

**PERMIT FEES: \$ 15,259**

**SINGLE FAMILY DWELLINGS: 5**

**MOBILE HOMES: 6**

**COMMERCIAL: 2**

**ADDITIONS: 9**

**ELECTRICAL: 40**

**PLUMBING: 15**

**MECHANICAL: 35**

**OTHER: 15**

**TOTAL INSPECTIONS: 229**

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

Printed: 07-01-2014

	[Designated period: 06/01/14 to 06/30/14]				[Prior period: 06/01/13 to 06/30/13]				
	Code	Prms	Valuation	Fees Paid	Units	Prms	Valuation	Fees Paid	Units
NEW RES. HOUSEKEEPING - LENOIR COUNTY									
* Single Family Houses Detached ....	101B	3	618,000.00	1,538.00	3	1	210,400.00	510.00	1
* Single Family Houses Attached ....	102B		.00	.00	0	0	.00	.00	0
* 2 Family Building .....	103B		.00	.00	0	0	.00	.00	0
* 3 and 4 Family Buildings .....	104B		.00	.00	0	0	.00	.00	0
* 5 or More Family Buildings .....	105B		.00	.00	0	0	.00	.00	0
*TOTAL INFORMATION 101-105	109B		.00	.00	0	0	.00	.00	0
NEW RESIDENTIAL NON-HOUSEKEEPING BL:									
* Hotels, Motels & Tourist Cabins ..	213B		.00	.00	0	0	.00	.00	0
* Other Non-Housekeeping Shelter ...	214B		.00	.00	0	0	.00	.00	0
NEW NON-RESIDENTIAL BUILDINGS:									
* Amusement, Social, & Recreational	318B		.00	.00	0	0	.00	.00	0
* Churches & Other Religious .....	319B		.00	.00	0	0	.00	.00	0
* Industrial .....	320B		.00	.00	0	0	.00	.00	0
* Prkng Garages (Blds & Open Decked)	321B		.00	.00	0	0	.00	.00	0
* Service Stations & Repair Garages	322B		.00	.00	0	0	.00	.00	0
* Hospitals & Institutional .....	323B		.00	.00	0	0	.00	.00	0
* Offices, Banks, & Professional ...	324B		.00	.00	0	0	.00	.00	0
* Public Works & Utilities .....	325B		.00	.00	0	0	.00	.00	0
* Schools & Other Educational .....	326B		.00	.00	0	0	.00	.00	0
* Stores & Customer Services .....	327B		.00	.00	0	0	.00	.00	0
* Other Non-Residential Bldgs .....	328B	1	15,000.00	100.00	1	0	.00	.00	0
* Structures Other than Buildings ...	329B		.00	.00	0	0	.00	.00	0
ADDITIONS, ALTERATIONS, & CONVERSION									
* Residential .....	434B	7	222,000.00	675.00	7	7	165,500.00	594.00	7
* Non-Residential & Non-Housekeeping	437B	1	425,000.00	3,056.00	1	0	.00	.00	0
* Adds of Res. CP/Garages (Atch/Detc)	438B	2	52,267.00	191.00	2	0	.00	.00	0
DEMOLITIONS AND RAZING OF BUILDINGS:									
* Single Family Houses (Atch/Detach)	645B		.00	.00	0	0	.00	.00	0
* 2 Family Buildings .....	646B		.00	.00	0	0	.00	.00	0
* 3 & 4 Family Buildings .....	647B		.00	.00	0	0	.00	.00	0
* 5 or More Family Buildings .....	648B		.00	.00	0	0	.00	.00	0
* All Other Buildings and Structures	649B		.00	.00	0	0	.00	.00	0
-----									
TOTALS FOR PERMITS THIS PAGE		14	1,332,267.00	5,560.00	14	8	375,900.00	1,104.00	8

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

Printed: 07-01-2014

		[Designated period: 06/01/14 to 06/30/14]			[Prior period: 06/01/13 to 06/30/13]				
	Code	Prms	Valuation	Fees Paid	Units	Prms	Valuation	Fees Paid	Units
MOBILE/MODULAR OFFICE/CLASSROOM									
*MOBILE OFFICE	740B		.00	.00	0	0	.00	.00	0
*MODULAR CLASSROOM	750B		.00	.00	0	0	.00	.00	0
*MODULAR OFFICE	730B		.00	.00	0	0	.00	.00	0
ELECT./PLUMB/HEAT/A/C/INS/TEMP POLE:									
*ELECTRICAL	800B	40	140,550.00	3,241.00	40	56	170,035.00	4,377.00	55
*PLUMBING	810B	15	153,199.00	1,554.00	14	12	15,600.00	675.00	12
*HEATING/ AIR CONDITIONING	820B	35	203,264.00	2,859.00	35	37	120,850.00	1,887.00	37
*INSULATION	830B	4	13,000.00	224.00	4	3	8,000.00	150.00	3
*TEMPORARY POLE	840B	3	2,750.00	150.00	3	2	450.00	100.00	2
RESIDENTIAL ACCESSORY STRUCTURES									
*STORAGE/PORCHES/PATIOS/DECKS	900B		.00	.00	0	0	.00	.00	0
MISCELLANEOUS:									
*CHANGE OF OCCUPANCY	910B		.00	.00	0	0	.00	.00	0
*INSPECT DWELLING	920B		.00	.00	0	0	.00	.00	0
*TENTS	930B		.00	.00	0	0	.00	.00	0
*SATELLITE DISH	940B		.00	.00	0	0	.00	.00	0
*AWNING	950B		.00	.00	0	0	.00	.00	0
*EXTRA INSPECTIONS	960B	7	1,450.00	260.00	7	3	300.00	235.00	3
*FIRE PROTECTION SPRINKLER SYSTEM	966B		.00	.00	0	0	.00	.00	0
*MOVING DWELLING ONLY	970B		.00	.00	0	0	.00	.00	0
*SIGN	980B	1	12,000.00	250.00	1	1	18,500.00	250.00	1
*FIREWORKS	985B		.00	.00	0	0	.00	.00	0
*SWIMMING POOL	990B		.00	.00	0	0	.00	.00	0
*TANKS	995B		.00	.00	0	0	.00	.00	0
MOBILE HOMES									
*SINGLE WIDE MOBILE HOME	700B	5	75,000.00	500.00	5	4	92,673.00	400.00	4
*DOUBLE WIDE MOBILE HOME	710B	1	8,000.00	125.00	1	2	173,000.00	250.00	2
*MODULR HOME	720B	2	187,258.00	536.00	2	1	101,000.00	268.00	1
TOTALS FOR PERMITS ABOVE (incl. pg 1)		127	2,128,738.00	15,259.00	126	129	1,076,308.00	9,696.00	128
Totals of other permits in the period			.00	.00	0	0	.00	.00	0
TOTAL FOR ALL PERMITS IN THE PERIOD		127	2,128,738.00	15,259.00	126	129	1,076,308.00	9,696.00	128

This Report was printed on Tuesday, July 01, 2014

Lenoir County

Item Totals for Inspector ID

GO 89  
 GO TB 1  
 GO VW 4  
 GOWH C 2  
 VW 133

-----  
 229 Entries for Inspector ID

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

<----- Inspections -----> <----- Re-Inspections -----> Based On # Activities

#ACTIVITIES	INSPECTIONS	PASSED	CORRECTIONS	RE-INSPECTIONS	PASSED	CORRECTIONS	RE-INSPECTIONS REQUIRED
229	196	166	30	33	30	3	33
	%INSPECTIONS	%PASSED	%CORRECTIONS	%RE-INSPECTIONS	%PASSED	%CORRECTIONS	%RE-INSPECTIONS REQUIRED
	86	85	15	14	91	9	14

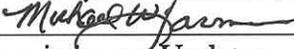
# Monthly Performance Status Report

Period Covered May 2014

(Due on 15<sup>th</sup> of each month to DCA)

Grantee Name: County of Lenoir Grant Number: 12-C-2422 Month: June Year: 2014  
 Grant Project: 2012 CDBG Scattered Site Housing Assistance Project  
 Grant Period: April 15, 2013 - October 15, 2015 Release of Grant Funds: August 22, 2013

<u>Activity</u>	<u>Performance Schedule</u> (On/Off)	<u>Current Performance Status</u> (If Off Schedule)	<u>Remedy to get back on Schedule</u> (If Off Schedule)
<i>Rehabilitation: Reconstruction (Replacement Housing)</i>	On		
<i>Administration</i>	On		

Prepared By: C. David Harris  
 Endorsed By: Michael W. Jarman  
 Signature:   
 Board of Commissioners Update: \_\_\_\_\_  
 Person Providing Update: Michael W. Jarman

Title: CDBG Project Manager  
 Title: County Manager (City/County Manager or Clerk)  
 Date: July 21, 2014  
 Title: County Manager

**Performance Schedule**  
 (Based on *Performance Based Contract*)  
 On/Off Schedule

- ❖ Off Performance Schedule: Provide current performance status and remedy to get back on schedule and submit report
- ❖ On Performance Schedule: Stop and submit report, no current performance status or remedy to get back on schedule is required

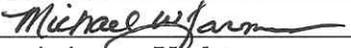
# Monthly Performance Status Report

## Period Covered May 2014

*(Due on 15<sup>th</sup> of each month)*

Grantee Name: County of Lenoir Grant Number: 11-C-2375 Month: June Year: 2014  
 Grant Project: 2011 CDBG NC Catalyst Project - Spring Drive Housing and Community Development  
 Grant Period: October 12, 2012 - April 12, 2015 Release of Grant Funds: April 2, 2013

<u>Activity</u>	<u>Performance Schedule (On/Off)</u>	<u>Current Performance Status (If Off Schedule)</u>	<u>Remedy to get back on Schedule (If Off Schedule)</u>
<i>Rehabilitation</i>	On		
<i>Rehab/Reconstruction: Replacement Housing</i>	On		
<i>Temporary Relocation</i>	On		
<i>Clearance</i>	On		
<i>Sidewalk Improvements</i>	Off	Public improvements activities	
<i>Flood/Drainage Improvements</i>	Off	delayed due to right of way agreements	Required right of way to be
<i>Street Improvements</i>	Off	needed to widen street to	obtained by July 2014 and activities
<i>Sewer Improvements</i>	Off	minimum 50' width required	ready to be bid in August 2014.
<i>Water Improvements</i>	Off	by NC DOT.	
<i>Administration</i>	On		

Prepared By: C. David Harris  
 Endorsed By: Michael W. Jarman  
 Signature:   
 Board of Commissioners Update:  
 Person Providing Update: Michael W. Jarman

Title: CDBG Project Manager  
 Title: County Manager (*City/County Manager or Clerk*)  
 Date: July 21, 2014  
 Title: County Manager

### Performance Schedule

(Based on *Performance Based Contract*)  
 On/Off Schedule

- ❖ *On* Performance Schedule: Stop and submit report, no current performance status or remedy to get back on schedule is required
- ❖ *Off* Performance Schedule: Provide current performance status and remedy to get back on schedule and submit report

# Monthly Performance Status Report

Period Covered June 2014

(Due on 15<sup>th</sup> of each month)

Grantee Name: County of Lenoir Grant Number: 11-C-2375 Month: July Year: 2014  
 Grant Project: 2011 CDBG NC Catalyst Project - Spring Drive Housing and Community Development  
 Grant Period: October 12, 2012 - April 12, 2015 Release of Grant Funds: April 2, 2013

<u>Activity</u>	<u>Performance Schedule</u> (On/Off)	<u>Current Performance Status</u> (If Off Schedule)	<u>Remedy to get back on Schedule</u> (If Off Schedule)
Rehabilitation	On		
Rehab/Reconstruction: Replacement Housing	On		
Temporary Relocation	On		
Clearance	On		
Sidewalk Improvements	Off	Public improvements activities	
Flood/Drainage Improvements	Off	delayed due to right of way agreements	Required right of way to be
Street Improvements	Off	needed to widen street to	obtained by July 2014 and activities
Sewer Improvements	Off	minimum 50' width required	ready to be bid in August 2014.
Water Improvements	Off	by NC DOT.	
Administration	On		

Prepared By: C. David Harris  
 Endorsed By: Thomas L. Hollowell  
 Signature:   
 Board of Commissioners Update:  
 Person Providing Update: Thomas L. Hollowell

Title: CDBG Project Manager  
 Title: Assistant County Manager (City/County Manager or Clerk)  
 Date: July 21, 2014  
 Title: Assistant County Manager

**Performance Schedule**  
 (Based on *Performance Based Contract*)  
 On/Off Schedule

- ❖ *On* Performance Schedule: Stop and submit report, no current performance status or remedy to get back on schedule is required
- ❖ *Off* Performance Schedule: Provide current performance status and remedy to get back on schedule and submit report

# Monthly Performance Status Report

Period Covered June 2014

(Due on 15<sup>th</sup> of each month to DCA)

Grantee Name: County of Lenoir Grant Number: 12-C-2422 Month: July Year: 2014

Grant Project: 2012 CDBG Scattered Site Housing Assistance Project

Grant Period: April 15, 2013 - October 15, 2015 Release of Grant Funds: August 22, 2013

<u>Activity</u>	<u>Performance Schedule</u> (On/Off)	<u>Current Performance Status</u> (If Off Schedule)	<u>Remedy to get back on Schedule</u> (If Off Schedule)
<i>Rehabilitation: Reconstruction (Replacement Housing)</i>	On		
<i>Administration</i>	On		

Prepared By: C. David Harris

Endorsed By: Thomas L. Hollowell

Signature: *Thomas L. Hollowell*

Board of Commissioners Update:

Person Providing Update: Thomas L. Hollowell

Title: CDBG Project Manager

Title: Assistant County Manager (City/County Manager or Clerk)

Date: July 21, 2014

Title: Assistant County Manager

**Performance Schedule**  
(Based on *Performance Based Contract*)  
On/Off Schedule

- ❖ Off Performance Schedule: Provide current performance status and remedy to get back on schedule and submit report
- ❖ On Performance Schedule: Stop and submit report, no current performance status or remedy to get back on schedule is required