

LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA
TUESDAY, SEPTEMBER 06, 2016 – TIME: 9:00 A.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

David Ricke, AmVets Post 1111

Betsy Griffin, Lenoir County Council on Aging

PUBLIC COMMENTS

Scheduled:

Non-Scheduled:

CONSENT AGENDA: 10 Min.

ACTION

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

King/Bryan

END OF CONSENT AGENDA

BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS: 40 Min.

2. Proclamation Manufacturing Day 2016.
3. Proclamation National Recovery Month.
4. Resolution Authorizing the Execution of an Interlocal Agreement between Greene and Lenoir Counties to Allow Greene County to Utilize the Jones/Lenoir E911 Backup Center as a Greene County E911 Backup PSAP.
5. Resolution Authorizing Acceptance of the New Lenoir County Farmers Market Lease Agreement, and Authorize Lenoir County Cooperative Extension to Execute the Agreement.
6. Resolution Approving a Purchase Order for Demolition and Renovation at the Neuseway Nature Center: M&W Construction: \$4,700.
7. Budget Ordinance Amendment: Process Funds: \$1,725: Increase.
8. Budget Ordinance Amendment: EMS: \$4,318. Increase.
9. Resolution Authorizing Department of Social Services to Execute a Purchase Order to Contract with Stallings Plumbing, Heating & AC Company, Inc.: \$7,382.

Pope

Board

Dail

Kelly

Ellis

Chestnutt

Chestnutt

Harper

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| 10. Resolution Authorizing MIS to Execute a Purchase Order to Contract with Centurylink: \$3,094.72. | Faasii |
| 11. Resolution Authorizing MIS to Execute a Purchase Order to Contract with Team IA: \$10,483.92. | Faasii |
| 12. Resolution Authorizing Department of Social Services to Execute a Purchase Order to Contract with Down East Protection Systems: \$6,701.05. | Moore |
| 13. Resolution Authorizing Department of Social Services to Execute a Purchase Order to Contract with Dell, Inc.: \$7,657.37. | Moore |
| 14. Budget Ordinance Amendment: General Fund: Health: (Child Coordination for Children): \$2,325: Increase. | Huff |
| 15. Resolution Authorizing Lenoir County Health Department to Execute a Purchase Order to Contract with Southern Elevator Company, Inc.: \$2,633. | Huff |
| 16. Budget Ordinance Amendment: General Fund: Health: (Pregnancy Care Management): \$10,144: Increase. | Huff |
| 17. Resolution Approving the Purchase of One (1) Raised Roof Van: National Bus Sales & Leasing.: \$58,481. | Greene |
| 18. Resolution Authorizing Payments for Easements for Water Line Installation on Spring Drive: 2011 CDBG Catalyst Project: \$3,510.91. | Harris |
| 19. Resolution Authorizing Change Order #2 for Water Line Installation: Sunland Builders, Inc.: 2011 CDBG Catalyst Project: \$61,573. | Harris |
| 20. Resolution Approving Citizens to Boards, Commissions, Etc. | Board |
| 21. Items from County Manager. | Board |
| 22. Items from County Attorney/Commissioners Public Comments/Closed Session (if necessary). | Board |



LENOIR COUNTY
Council on Aging, Inc.

To improve and promote the wellbeing of senior citizens in Lenoir County.

2015/2016 Annual Report

Who did we serve?

1,240 seniors
69% female*
67% live alone*
51% impoverished*

What did we provide?

5,662 hours of home management
8,211 hot lunches on site
5,876 home delivered meals
2,319 rides
Over 15 activities and programs monthly
40+ hours a week of senior center operation
258 assistance calls

How did we do it?

Funding from United Way, Lenoir County, and the Home and Community Care Block Grant
1,470 hours of volunteer service
Donations from the community
Voluntary contributions from clients

For more information call
(252) 527-1545
www.lenoirccoa.org

*of clients receiving a unit based service, not including senior center activities or information services



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**LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA
 MONDAY, SEPTEMBER 06, 2016 – TIME: 9:00 A.M.
 COMMISSIONERS' MEETING ROOM, LENOIR COUNTY COURTHOUSE
 130 S. QUEEN ST., KINSTON, N.C.**

Summary of Actions Taken at the August 15, 2016 Meeting

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| 1. | Approval of Minutes: Regular Board Meeting: August 1, 2016. | Approved |
| 2. | Resolution Authorizing Acceptance of the New Lenoir County Farmers Market Lease Agreement, and Authorize Lenoir County Cooperative Extension to Execute the Agreement. | Tabled |
| 3. | Resolution Authorizing Lenoir County Health Department to Execute a Purchase Order Contract with Down East Protection Systems for a Galaxy Access Control Kit.: \$3,727.44. | Approved |
| 4. | Resolution Approving Change of Board Appointee for the Hugo Fire and Rescue Department. | Approved |
| 5. | Resolution Authorizing the Approval of Fireworks Shows at the Lenoir County Fair. | Approved |
| 6. | Resolution Approving the Purchase and Installation of the Rosco Dual Vision Camera System on Nine (9) Wheeled Coach Ambulances: Select Custom Apparatus: \$9,000. | Approved |
| 7. | Resolution Approving the Purchase and Installation of the Emergency Lights, Console, Siren, Camper Shell, and Slide Out Tray on Two (2) Ford F250 Administrative Vehicles: Gately Communication Company: \$11,470.33. Leonard: \$6,980.88 | Approved |
| 8. | Resolution Approving Application for FY16-17 Rural Operating Assistance Program (ROAP): \$182,413. | Approved |
| 9. | Budget Ordinance Amendment: GTP: \$15,000 | Approved |
| 10. | Resolution Authorizing Award of Contract for Asbestos Abatement Services: 2011 CDBG Catalyst Project: Eastern Environmental, Inc., and Enviro Assessments East, Inc.: \$2,873. | Approved |
| 11. | Resolution Authorizing Award of Contract for Demolition Services: 2011 CDBG Catalyst Project: Rick Bostic Construction and Demolition, Inc., and Taylor's Hauling and Construction, Inc.: \$23,237. | Approved |
| 12. | Resolution Authorizing Award of Contract for Rehabilitation Services of One Home: 2011 CDBG Catalyst Project: Holland Construction Company: \$40,295. | Approved |
| 13. | Resolution Authorizing Award of Contract for Provision and Installation Services of Modular Homes: 2011 CDBG Catalyst Project: Atlantic Housing LLC of Goldsboro: \$257,700. | Approved |

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| 14. | A. Resolution Approving 2015-2016 Tax Collectors Annual Settlement.
B. Resolution Approving Insolvent Personal Property Tax List. | Approved |
| 15. | Resolution Approving Ms. Audrey R. Tyson and Ms. Anne Gaddis to the Lenoir County Nursing Home & Adult Care Board. | Approved |
| 16. | Bid for County Owned Property: 1024 Macon Street: \$400. | Approved |
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MINUTES

LENOIR COUNTY BOARD OF COMMISSIONERS

August 15, 2016

The Lenoir County Board of Commissioners met in open session at 4:00 p.m. on Monday, August 15, 2016, in the Board of Commissioners' Main Meeting Room in the Lenoir County Courthouse at 130 S. Queen St., Kinston, NC.

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

Members Absent: None

Also present were: Michael W. Jarman, County Manager, Joey R. Bryan, Assistant County Manager, Tracy Chestnutt, 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 Parker Edwards from Gordon Street Church Boy Scouts Troop 21 led the audience in the Pledge of Allegiance.

PUBLIC INFORMATION:

Mr. Parker Edwards from Gordon Street Church Boy Scouts Troop 21 stated he was before the Lenoir County Board of Commissioners today because he is in the process of receiving his Communications Merit Badge. One of the requirements for receiving the Communications Merit Badge is to attend a Commissioners public meeting to give him the opportunity to hear several points of views given on a single issue.

PUBLIC COMMENTS:

None

CONSENT AGENDA:

1. Approval of Minutes: Regular Board Meeting: August 1, 2016.

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

BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS:

Item No. 2 was a Resolution Authorizing Acceptance of the New Lenoir County Farmers Market Lease Agreement, and Authorize Lenoir Cooperative Extension to Execute the Agreement. Tammy Kelly, Cooperative Extension Director, stated prior to this time the Lenoir County Farmers Market facility has mainly received requests from non-profit organizations to utilize the facility. Therefore, a very simplified version of the policies of the facility usage had been utilized. As a result of facility improvements and improvements to the surrounding area, more requests are being received from private parties. Rental of the Lenoir County Farmers Market facilities would generate a small amount of income for the Farmers Market. In order to rent the facility, the current Lease Agreement was drafted to address the liability issue of hosting outside groups as well as the liability of serving alcohol and the permits and permission required in these situations. Ms. Kelly stated that Attorney Griffin has reviewed the lease and has given his approval. Upon a motion by Mr. Davis and a second by Mr. Daughety, Item No. 2 was unanimously tabled for further discussion.

Mr. Hill stated although there was a motion and a second, he felt like this issue required some discussion. If approved the lease in itself will be the first time Lenoir County officially allowed alcoholic beverages on county property like the Farmers Market. We know there are a lot of activities going on in that area and industry is continuing to grow in our community. Mr. Hill stated he is not saying he is not in favor of the lease, but he wants to make sure everyone understands this issue because it will be a drastic change for our county.

Mr. Jarman stated if this lease is approved whoever is holding the function at the Farmers Market will have to get the proper insurance, sign a hold harmless agreement, and several other things that would be required. As Chairman Hill stated open discussion is needed so you will know exactly what you will be approving.

Mr. Hill stated he understands that the way the facility is designed and the nature of the entertainment business, that it's beginning to work its way through the culture of our community, and that a lot of communities are allowing this. As long as it's managed appropriately he is in favor of it. He just wants to make sure everybody understands the change.

Mr. Rouse stated the only thing he sees that might be a problem is the people having to purchase a beer license. Ms. Kelly stated if someone is selling alcohol that is one level of permit, and if you are not selling alcohol it is different. Mr. Daughety asked if there are any recreations facilities that the county rents out that allows alcoholic beverages. Mr. Ellis replied Moss Hill Ruritan Building. Mr. Jarman stated Moss Hill Ruritan Building is not county property. Our policy is there is "no alcohol allowed" on county property. Technically you will not be changing that policy it will remain in place, however; as stipulated in this lease you are only allowing alcohol for this one venue at specific times per approval.

Mr. Hill stated that is another issue with the Board being involved with this lease because it would be more of a control purpose. Mr. Ellis stated at the Nature Center they allow alcohol for specific clubs, wedding receptions, but it must be catered, and that's county property. Mr. Jarman stated we are not doing it the way we should if this Board hasn't approved it. Mr. Hill stated in the past not allowing alcohol at the Arts Council when having functions was one of the issues that made it very difficult to rent out.

Mr. Ellis stated it's allowed at Pearson Park which is county/city property. Mr. Rouse asked if it was possible to place all of the agreements together and keep it simple. Mr. Daughety asked if they could create a standardized countywide policy. Mr. Hill stated another example is with the Woodmen Community Center. Mr. Ellis replied with the Woodmen Community Center is handled and operated through the Parks and Recreation Department not the county. Mr. Jarman stated the Woodmen Community Center is county property. Mr. Hill agreed that it was county property because the county has a stake in it. Mr. Hill stated a good example would be the issues that the county dealt with involving the incident at the Woodmen. These are the type of things that can happen with the alcohol policy if that trend runs through the county. Mr. Hill stated in his opinion the Board should take some time and review this current situation and make sure everyone is on the same page and it would be applicable to all.

Mr. Jarman asked if this agreement would apply to all county facilities/properties or if they would name the facilities that it would pertain to. Ms. Sutton asked why it stated under the general regulations in the lease all Lessees must be pre-approved by "Lenoir County Cooperative Extension, and/or Lenoir County Government". Ms. Kelly replied they kept that in there so that they would have something special. Mr. Hill stated it would also be needed for the gray areas. Mr. Jarman stated if this Board is going to bring in the other facilities to take pressure off Bill/Recreation and Tammy/Cooperative Extension and place the headache on county government to deal with and have the final discussion. Mr. Rouse asked Mr. Jarman if he would bring it before this Board. Mr. Jarman replied if this Board would approve which sites, it would basically be the same type of agreement. Ms. Kelly stated once everything is together they can run it by the Board for final approval.

Ms. Sutton asked again, why does it say and/or Lenoir County Government. Ms. Kelly replied they can make it say both. Ms. Sutton stated she was just wondering what type of situation would be the factor to tell if Cooperative Extension or Lenoir County sign off on the lease. Mr. Ellis stated there's little problem that the City of Kinston would do that, they will work it out. Pearson Park is a city-county thing and they have been approving Pearson Park for the last 30 years and he doesn't know if that should be changed to the county. Mr. Jarman stated if that would happen this Board needs to approve a new policy and sign off on it. Mr. Hill stated the issue is it may overlap but it doesn't overlap our property rights. County property is our property regardless and they need to have a policy and they need to be covered for their safety. Mr. Daughety stated it would be good to have a standardized policy. Mr. Jarman stated they could ask for certain requirements like at the festivals by getting proper insurance. The property that is in the city we could defer to them for their decision but make sure their insurance and things that limit your liability are in place. Mr. Griffin asked where is the policy that states no alcohol is allowed on county property. Mr. Jarman replied he would have to locate it, but that's what has been preached to him since he's been with the county. Upon a motion by Mr. Daughety and a second by Ms. Brown, Item No. 2 was unanimously tabled.

Item No. 3 was a Resolution Authorizing Lenoir County Health Department to Execute a Purchase Order Contract with Down East Protection Systems for a Galaxy Access Control Kit. Joey Bryan, Assistant County Manager, stated the current card swipe system that operates the two security doors and records time in and out will not work with the new computers that will be installed this year. The new program will be on a shared drive to give supervisors access to monitor time records. Upon a motion by Ms. Sutton and a second by Mr. Best, Item No. 3 was unanimously approved.

Item No. 4 was a Resolution Approving Change of Board Appointee for the Hugo Fire and Rescue Department. Dustin Burkett, Fire Marshal, stated on July 13, 2016, the Lenoir County Emergency Services Department received a letter from Hugo Volunteer Fire and Rescue requesting a change of the existing Board appointed representative to their Firemen's Relief Fund Board. The existing Board appointed designee, Calvin Cameron, is no longer able to participate with the department. Hugo Volunteer Fire and Rescue is requesting the Board remove Calvin Cameron and appoint Edward Langley to be effective immediately. Upon a motion by Mr. Daughety and a second by Mr. Best, Item No. 4 was unanimously approved.

Item No. 5 was a Resolution Authorizing the Approval of Fireworks Shows at the Lenoir County Fair. Dustin Burkett, Fire Marshal, stated the Lenoir County Commissioners must approve all fireworks shows held in the county, and they must be granted prior to the issuance of permits. The Lenoir County Fair Association has hired Hale Artificier, Inc. to handle all fireworks within the approved area of the Lenoir County Fairgrounds. The Fire Marshal or his/her designee will ensure all fire codes are met. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 5 was unanimously approved.

Item No. 6 was a Resolution Approving the Purchase and Installation of the Rosco Dual Vision Camera System on Nine (9) Wheeled Coach Ambulances: Select Custom Apparatus: \$9,000. Roger Dail, EMS Director, stated the Rosco Dual Vision Camera System provides up to thirty (30) hours of continuous video and event recording. With dual windshield camera, optimal frames per second video recordings are collected with audio options. Utilizing the Rosco Dual Vision Camera system will assist improving fleet performance as well as regulatory compliance. The camera system will also provide a major benefit to the training department and allow real-time feedback. 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 the Purchase and Installation of Emergency Lights, Console, Siren, Camper Shell, and Slide Out Tray on Two (2) Ford F250 Administrative Vehicles: Gately Communication Company: \$11,470.33. Leonard: \$6,980.88. Roger Dail, EMS Director, stated as a result of the job responsibilities, it is a necessity to equip the two (2) recently purchased Ford F250 Administrative vehicles with emergency lights, console, and siren. This allows them to respond to calls while driving emergency traffic lights and siren. This will also provide the camper shell and slide tray to house and transport the medical equipment and supplies needed to perform advance life support. Upon a motion by Mr. Daughety and a second by Mr. Best, Item No. 7 was unanimously approved.

Item No. 8 was a Resolution Approving an Application for FY 16-17 Rural Operating Assistance Program (ROAP) totaling \$182,413: Elderly Disabled Transportation Assistance Program (EDTAP), \$76,354: Employment Transportation Assistance Program (EMP), \$15,698: and Rural General Public (RGP) Funding. Sally Durst, Safety Training/Grant Writer, stated the ROAP for FY16-17 consolidates several grants into one package.

The ROAP funds are distributed through a formula based allocation. Lenoir County is eligible to receive funding for three (3) grants: EDTAP and EMP programs are 100% state funded and require no local match, RGP requires a minimum match of 10% local funds (RGP ticket sales). An application must be submitted to the North Carolina Department of Transportation/Public Transportation Division (NCDOT/PTD) in order to receive the funds. The county is the only eligible applicant for ROAP funds, and the county (ROAP recipient) is responsible for disbursing the funds. Upon a motion by Mr. Best and a second by Ms. Brown, Item No. 8 was unanimously approved.

Item No. 9 was a Budget Ordinance Amendment: GTP: \$15,000. Tracy Chestnutt, Finance Director, stated the purpose of this amendment is to appropriate funds in Fiscal Year 15-16 to adjust budgeted expenditures and revenues for the Global Trans Park. Upon a motion by Mr. Daughety and a second by Mr. Best, Item No. 9 was unanimously approved.

Item No. 10 was a Resolution Authorizing Award of Contract for Asbestos Abatement Services: 2011 CDBG Catalyst Project: Eastern Environmental, Inc. and Enviro Assessments East, Inc.: \$2,873. C. David Harris, CDBG Project Manager, stated Lenoir County was awarded \$500,000 for the CDBG 2011 Catalyst Project on October 12, 2012. Along with the grant funds, the County has committed \$25,000 and the Town of LaGrange has committed \$5,000 to address housing and infrastructure needs in the Spring Drive area of LaGrange. This project will allow for the abatement of asbestos, the clearance of existing dilapidated dwellings and the replacement of those dwellings in the Spring Drive area. This project will also include water/sewer improvements and street improvements. Bids were taken for the asbestos abatement of two structures on July 1, 2016. The contracts specify that the contractor will be allowed to do only the number of approved structures, and only the activities specified by the county and/or the project administrator. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 10 was unanimously approved.

Item No. 11 was a Resolution Authorizing Award of Contract for Demolition Services: 2011 CDBG Catalyst Project: Rick Bostic Construction and Demolition, Inc. and Taylor's Hauling and Construction, Inc.: \$23,237. C. David Harris, CDBG Project Manager, stated Lenoir County was awarded \$500,000 for the CDBG 2011 Catalyst Project on October 12, 2012. Along with the grant funds, the County has committed \$25,000 and the Town of LaGrange has committed \$5,000 to address housing and infrastructure needs in the Spring Drive area of LaGrange. This project will allow for the abatement of asbestos, the clearance of existing dilapidated dwellings and the replacement of those dwellings in the Spring Drive area. This project will also include water/sewer improvements and street improvements. The contracts specify that the contractor will be allowed to do only the number of approved structures, and only the activities specified by the county and/or the project administrator. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 11 was unanimously approved.

Item No. 12 was a Resolution Authorizing Award of Contract for Rehabilitation Services of One Home: 2011 CDBG Catalyst Project: Holland Construction Company: \$40,295. C. David Harris, CDBG Project Manager, stated Lenoir County was awarded \$500,000 for the CDBG 2011 Catalyst Project on October 12, 2012. Along with the grant funds, the County has committed \$25,000 and the Town of LaGrange has committed \$5,000 to address housing and infrastructure needs in the Spring Drive area of LaGrange. This project will allow for the abatement of asbestos, the clearance of existing dilapidated dwellings and the replacement of those dwellings in the Spring Drive area. This project will also include water/sewer improvements and street improvements. The contracts specify that the contractor will be allowed to do only the number of approved structures, and only the activities specified by the county and/or the project administrator. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 12 was unanimously approved.

Item No. 13 was a Resolution Authorizing Award of Contract for Provisional and Installation Services of Modular Homes: 2011 CDBG Catalyst Project: Atlantic Housing LLC of Goldsboro: \$257,700. C. Davis Harris, CDBG Project Manager, stated Lenoir County was awarded \$500,000 for the CDBG 2011 Catalyst Project October 12, 2012. Along with the grant funds, the County has committed \$25,000 and the Town of LaGrange has committed \$5,000 to address housing and infrastructure needs in the Spring Drive area of LaGrange. This project will allow for the abatement of asbestos, the clearance of existing dilapidated dwellings and the replacement of those dwellings in the Spring Drive area. The project will also include water/sewer improvements and street improvements. Bids were taken for the provision and installation of two structures on August 8, 2016. The contracts specify that the contractor will be allowed to do only the number of approved structures, and only the activities specified by the county and/or project administrator. Atlantic Housing LLC of Goldsboro provided the lowest cost for the provision and installation of these housing units. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 13 was unanimously approved.

Item No. 14A was a Resolution Approving 2015-2016 Tax Collector's Annual Settlement. Darrell Parrish, Tax Administrator, stated the Tax Department has worked diligently to collect all taxes due on real and personal property. This settlement provides documentation of these efforts. Pursuant to NCGS 105-373 the Lenoir County Tax Collector is required to make a full settlement with the governing body for all taxes. Upon a motion by Mr. Daughety and a second by Mr. Best, Item No. 14A was unanimously approved.

Item No. 14B was a Resolution Declaring all Uncollected Taxes on Personal Property as "insolvent." Darrell Parrish, Tax Administrator, stated all uncollected taxes on personal property (for persons who listed no real property) are declared "insolvent" after the close of the fiscal year. However, every remedy allowable by law will continue to be pursued toward the collection of these taxes. Pursuant to NCGS 105-373 the Tax Collector is required to provide a list of all persons whose personal property taxes for the preceding year remained unpaid and the amount owed by each.

Upon receiving the report, the governing body of the taxing unit shall enter upon its minutes the names of persons owing taxes (but who listed no real property) whom it finds to be insolvent, and it shall by resolution designate the list entered into its minutes as the insolvent list to be credited to the Tax Collector in his settlement. Upon a motion by Mr. Daughety and a second by Mr. Best, Item No. 14B was unanimously approved.

Item No. 15 was a Resolution Approving Citizens to Boards, Commissions, Etc. Upon a motion by Ms. Brown and a second by Ms. Sutton, Ms. Audrey R. Tyson, and Ms. Anne Gaddis were appointed to the Lenoir County Nursing Home & Adult Care Board, and Mr. Jamie Wallace, Mr. Stephen Ruberg, and Ms. Courtney H. Boyette were appointed to the Lenoir County Transit Board. Ms. Brown stated since this was the first appearance for the others no action is required at this time.

Item No. 16 was items from County Manager. Mr. Jarman stated the county has a vacant lot on Macon Street and we previously turned down a bid of \$300 and this current bid is for \$400. Although the bid is only \$100 up, we had that property for quite some time and we have not had any bids on it. When you look at cutting grass, maintenance, and taking care of the lot, the cost can add up. He is recommending that this Board accepts the \$400 bid and get it back on the tax books. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 16 was unanimously approved.

Mr. Rouse asked when the county see property like this does it go in at the purchased value or for the previous value. Mr. Jarman replied property in the State of North Carolina is supposed to be at market value, but it's based on when the last re-appraisal was done. This lot was vacant when the Tax Department did the last re-evaluation. There is another re-evaluation coming up and they will analyze all the sales and put a value on them. Generally, a foreclosure or some sale that is not a typical arm's length transaction gets removed from the analogy. Mr. Griffin asked if those numbers change the price of the property. Mr. Jarman replied that is correct, and someone can appeal that property value and they can get an appraisal done and come in and compare it, but you don't change it based on the market conditions. If they hire someone to appraise the property and compare it to the tax value they have to do it as of the year of the re-valuation. Mr. Rouse asked when the re-evaluation comes up does it gets factored in. Mr. Jarman replied not for that sale. Your typical auctions and sales that are not straight forward arm's length transaction are between one buyer and one seller. Mr. Rouse asked what if we are selling surplus property. Mr. Jarman replied he would have to go back and look at rules however typically sales from units of government aren't going to be your traditional open market sale.

Mr. Parrish stated it has been known in some of the larger cities where they have thousands of foreclosures sales the foreclosures do represent the market. However, we have not reached that point here in North Carolina. Mr. Rouse asked what if we sold the building next to the courthouse would that be considered not for sale or would it be surplus property that was coming off the books. Mr. Parrish replied if we sought a realtor and we told them what our asking price was and state anybody that wants it can make us an offer, then we would have to look at all of the sales in this area. Mr. Rouse asked with all the recent foreclosures county-wide will that affect our re-evaluation. Mr. Parrish replied he has not seen a variable where it would affect it, however; we might have more this year than in previous years. Nevertheless, we still we have not reached the point where the foreclosure market is the market value. We have to look at the true sale. Mr. Rouse stated if the foreclosures out numbers the realtor's sales what would be the rate.

Mr. Jarman stated the appraisers and the appraisal prices in the machinery act are very specific. The laws are set so that units of governments can't influence those values. It will be where units of government can't affect that fair market values.

Ms. Brown shared highlights from the 2016 North Carolina Association of County Commissioners (NCACC) Conference. It was a very good conference with great speakers. The conference next year will be in Durham, North Carolina. The new secondary president of the association is Kevin Austin, from Yadkin County. One of the highlights was Chairman Craig Hill and Ms. Brown were presented with certificates and pins from the Local Leadership Academy. Ms. Brown stated one of the main focuses that caught her attention was a program called The Stepping Up Initiative. This program is in conjunction with mental health and geared to help those individuals that are incarcerated and dealing with a mental illness. Currently, Pitt County is one of the counties that are participating in the program. Ms. Brown stated in talking to Commissioner Best they were wondering if they could schedule a conference with Sheriff Ingram to bring this program to his attention and to receive more information. Mr. Hill asked Ms. Brown to forward the information she received to Mr. Jarman and let him review it and move forward with the Sheriff. Mr. Griffin stated that Jeff Harrison, Deputy Director at DSS is very interested in Lenoir County participating in the Stepping Up Initiative Program.

Mr. Rouse stated it was a well-attended conference, and he was able to attend the Board meeting. The Association does a lot of good for the people and during the conference you get to see how the Republicans and the Democrats are working together for a common cause. Also, as an update on the transportation front, it does not appear that the Queen Street Bridge Project will be finished by the end of this month. The Ferrell Road Project is moving along nicely and the paving was done last week and it is on schedule to be ready by the start of school.

Mr. Best echoed Ms. Brown's sentiments and stated he was impressed with the Stepping Up Initiative Program because it is tailored to fit each individual person's need. It is a program worth getting involved in because it can benefit the citizens of Lenoir County. Overall we learned everybody is basically going through the same things. Mr. Best asked Mr. Jarman if the county received 100% of the taxes from automobile repairs. Mr. Jarman replied it was not 100%. The new tax on services we would get a percentage but it would not be 100%. Mr. Best stated that the governor was a speaker at the conference and stated that counties are supposed to receive 100% of those service taxes. Mr. Jarman stated when he said 100% maybe he meant 100% of the service tax that they are applying to the county local tax rate.

Mr. Daughety asked if the Stepping Up Initiative Program will help and be involved with local services in Lenoir County for involuntary commits. If so that would be a great asset because they consume a lot of our deputies time. Programs providing services with the ability to address such issues are greatly needed because inmates with a mental illness are growing here in Lenoir County. Mr. Best replied right now it's a collection of people coming together such as Sheriff Department, Mental Health, District Attorney's Office, and hospitals. They are seeking ways to fix this great issue because it is a national problem. Mr. Hill stated the hospital administration is very interested in getting involved. It has been a part of their discussion because they had to make adjustments.

Mr. Jarman stated there have been a lot of conversations with the Sheriff's Department, county government, and others because of the population in our jail. We are spending a lot of money and we could be spending some of it on the mental health side to keep those inmates out of the jail. There are multiple programs like the Stepping Up Initiative Program trying to look for ways to help out in this area.

Mr. Daughety stated on another note has anyone had seen the notice that was in the Free Press pertaining to a public hearing that will be held on the 21st of September, regarding the Wyse Fork Battle Ground. The notification was an issue with the prior meetings. The notification did not mention a place or time. Mr. Daughety stated it would be nice if the Board could be proactive and find out what's going on so they will not be left out of the loop again. Mr. Jarman replied he had not heard anything regarding the meeting but he would check into it.

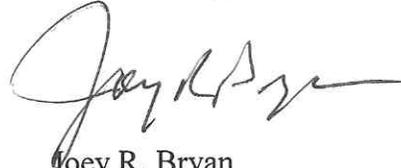
Meeting Adjourned at 4:55 p.m.

Respectfully submitted,



Vickie F. King
Clerk to the Board

Reviewed By,



Joey R. Bryan
Assistant County Manager

*Manufacturing Day
2016
Proclamation*

WHEREAS, Manufacturing Day is a nationwide event and a unique opportunity to see manufacturing in action; and

WHEREAS, the purpose is to highlight manufacturing's vital role in national, regional, and local economies; and

WHEREAS, Manufacturing Day serves to highlight the wide range of technologies, and career opportunities available in the modern manufacturing environment; and

WHEREAS, Lenoir County is home to over 36 manufacturing companies; and

WHEREAS, Lenoir County manufacturing companies employs over 7,500 people; and

WHEREAS, it is appropriate to recognize the value and accomplishment of our manufacturers by designating Manufacturing Day in Lenoir County; and

WHEREAS, the 2016 MFG Day event featuring the North Carolina Global TransPark is one of the twelve events scheduled in North Carolina and one of the 737 events scheduled in the United States; and

WHEREAS, Lenoir County Economic Development Department will partner with the Lenoir County Manufacturers Association, North Carolina Global TransPark, Lenoir Community College, North Carolina Department of Aviation, North Carolina Department of Transportation, STEM East, Jones County, Craven County, Wayne County, Greene County, various utility partners, and various manufacturing companies.

NOW, THEREFORE, WE, THE BOARD OF COMMISSIONERS OF LENOIR COUNTY, NC, do hereby proclaim Friday, October 7, 2016, as Manufacturing Day in Lenoir County and urge our citizens to acknowledge the contributions of these manufacturers to the national, regional and local economies and encourage the community to observe this day with appropriate programs and activities.

So proclaimed this the 6th day of September, 2016.

Craig Hill, Chairman

Date

Vickie King, Clerk to the Board

Date

NATIONAL RECOVERY MONTH PROCLAMATION

WHEREAS, mental and/or substance use disorders affect all communities nationwide, but with commitment and support, people with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery; and

WHEREAS, by seeking help people who experience mental and/or substance use disorders can embark on a new path toward improved health and overall wellness; and

WHEREAS, the focus of National Recovery Month this September is to celebrate their journey with the theme Join the Voices for Recovery, Our Families, Our Stories, and Our Recovery; and

WHEREAS, the impact of mental and/or substance use disorders is apparent in our local community; and

WHEREAS, through National Recovery Month, people become more aware and able to recognize the signs of mental and/or substance use disorders, which can lead more people into needed treatment; and

WHEREAS, managing the effects of these conditions can help people achieve healthy lifestyles, both physically and emotionally; and

WHEREAS, National Recovery Month observance continues to work to improve the lives of those affected by mental and/or substance use disorders; and

WHEREAS, by raising awareness of these diseases and educating communities about the prevention, treatment, and recovery resources that are available; and

WHEREAS, for the above reasons, we are asking the citizens of Lenoir County to join us in and observe this month with compelling programs and events that support this year's observance.

NOW, THEREFORE, the Lenoir County Board of Commissioners do hereby proclaim the month of September, 2016 as ***NATIONAL RECOVERY MONTH***.

Craig Hill, Chairman
Lenoir County Board of Commissioners

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 09/06/16 **ITEM:** 4

RESOLUTION: Authorizing the Execution of an Interlocal Agreement between Greene and Lenoir Counties to Allow Greene County to Utilize the Jones/Lenoir E911 Backup Center as a Greene County E911 Backup PSAP.

SUBJECT AREA: Administrative

ACTION REQUESTED: The Board is requested to approve the Interlocal Agreement between Greene and Lenoir Counties for the purpose of allowing Greene County to utilize the Jones/Lenoir E911 Backup Center in Trenton as the Greene County E911 Backup PSAP.

HISTORY/BACKGROUND: In the event the primary E911 center is disabled, Jones/Lenoir has organized and equipped a backup E911 center located in Jones County which may be utilized immediately to receive and process 911 calls. Greene County approached Lenoir County about the feasibility of using the JLECC E911 Backup Center as their E911 Backup Center. This request was predicated by rule changes established by the NC911 Board which states that every primary PSAP must have a functional backup PSAP.

EVALUATION: Staff met with Greene County officials to establish space requirements and determined that Greene County only needs to install two (2) dispatch positions. It was noted that there is enough space to accommodate these positions. A memorandum of understanding was developed stating that Greene County will provide, at its own expense, any and all such hardware, software, and any equipment or service of any kind that is required in order to make the JLECC compatible with Greene County's dispatch procedures. Greene County will also provide their own personnel should there be a need for an emergency activation of the Backup Center.

MANAGER'S RECOMMENDATION:

Respectfully Recommend Approval.

JLB
Initials

RESOLUTION: NOW THEREFORE, BE IT RESOLVED by the Lenoir County Board of Commissioners that an Interlocal Agreement between Greene and Lenoir Counties to allow Greene County to utilize the Jones/Lenoir E911 Backup as the Greene County E911 Backup Center be approved.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Hill ___ Brown ___ Best ___ Daughety ___

Davis ___ Rouse ___ Sutton ___

Craig Hill, Chairman 09/06/16
Date

ATTEST 09/06/16
DATE

NORTH CAROLINA

LENOIR COUNTY

MEMORANDUM OF UNDERSTANDING
Between
LENOIR COUNTY and GREENE COUNTY

This Memorandum of Understanding ("MOU") made and entered into by and between Greene County, North Carolina ("Greene"), and Lenoir County, North Carolina ("Lenoir").

WHEREAS, Jones and Lenoir County merged their primary PSAPs and established a backup 911 center in Jones County; and

WHEREAS, with the merger the name of the combined center is known as the JONES LENOIR EMERGENCY COMMUNICATION CENTER (JLECC); and

WHEREAS, Greene and Lenoir counties are both corporate and politic existing pursuant to the laws of the State of North Carolina; and

WHEREAS, both Greene and the JLECC operate 911 emergency communications systems; and,

WHEREAS, during times of natural disaster and other unpredictable events, a county's 911 communications system may be temporarily disabled; and

WHEREAS, the JLECC has developed, funded, organized and equipped a Primary PSAP with a Backup 911 Communications Center ("Backup 911 Center"), located in Jones County, which can be utilized immediately to receive and process 911 emergency calls in the event its primary emergency communications center is disabled; and

WHEREAS, Greene County desires also to maintain a Backup 911 Center and recognizes the economy and benefits of utilizing the JLECC as their backup 911 center; and

WHEREAS, the parties desire to set forth in this MOU the terms by which Greene may utilize the JLECC as their Backup 911 Center for the benefit of the people of Greene County.

Now, therefore, in consideration of the terms, conditions and covenants expressed herein, the parties agree as follows:

1. Purpose of Agreement

1.1 The purpose of this MOU is to establish a formal arrangement whereby the JLECC makes available to Greene its it back up PSAP located in Jones County for use by Greene County during such times as Greene may experience failure to its primary 911 emergency call and dispatch center in exchange for and subject to the terms of this MOU.

2. Term

2.1 Subject to the terms and conditions of this MOU, the term of this MOU shall commence upon execution and will continue for a period of three (3) years. This agreement shall be automatically extended for an additional three (3) year term, unless one of the parties delivers a notice of intent to terminate one hundred twenty (120) days prior to the expiration of the initial three (3) year period.

2.2 Either party may terminate this agreement upon a breach by the other party. If either party desires to terminate this MOU based upon a breach, it shall deliver a notice of its intent to terminate to the other party by registered or certified mail. Termination shall not become effective until thirty (30) days after receipt of this notice of intent.

3. Responsibilities of the JLECC

3.1 The JLECC agrees to make its back up PSAP available to Greene 24 hours per day, 7 days per week, for Greene to man and operate as its own Backup 911 Center, in the event of failure, for whatever reason, of Greene's primary 911 emergency call and dispatch center.

3.2 The JLECC agrees to maintain its Backup 911 Center and to keep it operational, functional, and as technologically up to date as is reasonable.

4. Responsibilities of Greene

4.1 Greene shall give to the JLECC Director as much advance notice as is practicable under the existing circumstances of its need and intent to utilize the JLECC as its backup 911 center.

4.2 Greene will provide, at its expense, any and all such hardware, software, and any equipment or service of any kind that is required in order to make the JLECC compatible with Greene County's dispatch procedure. It will also be Greene County's sole responsibility to insure and maintain such additional hardware, software and equipment.

4.3 Greene will provide dispatch personnel for the duration of the emergency activation.

4.4 Greene will hold the JLECC harmless and indemnify Lenoir from any and all claims which may arise out of, or in relation to, Greene's use of the Backup 911 Center.

4.5 Greene will indemnify the JLECC for any damage to the Backup 911 Center (to include the facility and all components thereof) arising out of, or in relation to, the acts or omissions by Greene in the use of the Backup 911 Center.

4.6 Greene shall ensure that its operations, hardware, software and equipment do not in any way interfere with the JLECC'S emergency communications center.

5. Priority

5.1.1 The parties acknowledge and agree that in the event that the Backup 911 Center is needed by both Lenoir and Greene at the same time, the parties shall act in good faith and use best efforts to share the use of the Backup 911 Center.

6. Amendment

This agreement may not be modified or amended except by subsequent written modification approved and authorized by the governing boards of each party and signed by an authorized representative of each party.

7. Entire Agreement

This MOU contains the entire agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this written MOU, shall be valid and binding.

8. Remedies

This MOU shall be enforceable by each party by all remedies available at law or in equity. Failure or delay to exercise any right, remedy, or privilege hereunder shall not operate as a waiver of such right, remedy, or privilege, nor prevent subsequent enforcement.

9. Duplicate Originals

This agreement shall be executed by the parties in duplicate originals, each of which when executed, shall constitute the same MOU.

IN WITNESS WHEREOF, this Memorandum of Understanding is adopted on this
15th day of August, 2016.



GREENE COUNTY

Brad Fields, Chairman
Greene County Board of Commissioners

ATTEST:

Kyle DeHaven, Clerk
Greene County Board of Commissioners

IN WITNESS WHEREOF, this Memorandum of Understanding is adopted on this
____ day of _____, 2016.

LENOIR COUNTY

Seal

Craig Hill, Chairman
Lenoir County Board of Commissioners

ATTEST:

Vickie King, Clerk
Lenoir County Board of Commissioners

INTRODUCED BY: Michael W. Jarman, County Manager **DATE** 09/06/16 **ITEM NO.** 5

RESOLUTION: Authorizing Acceptance of the New Lenoir County Farmers Market Lease Agreement, and Authorize Lenoir Cooperative Extension to Execute the Agreement.

SUBJECT AREA: Administrative/Lease

ACTION REQUESTED: The Board is requested to authorize Lenoir County Cooperative Extension to utilize the attached Lenoir County Farmers Market Lease Agreement updated 07/18/16.

HISTORY/BACKGROUND: Prior to this time the Lenoir County Farmers Market facility has mainly received requests from non profit organizations to utilize the facility. Therefore, a very simplified version of the policies of the facility usage has been utilized. As a result of facility improvements and improvements to the surrounding area, more requests are being received from private parties. Rental of the Lenoir County Farmers Market facilities would generate a small amount of income for the Farmers Market. In order to rent the facility, the current Lease Agreement was drafted to address the liability issue of hosting outside groups as well as the liability of serving alcohol and the permits and permission required in these situations. The lease agreement addresses these issues.

EVALUATION: If Lenoir County Cooperative Extension is permitted to lease the Lenoir County Farmers Market facilities, utilizing the updated Draft Lease Agreement, it will provide additional marketing for the Farmers Market as well as generate a small amount of income for the Market.

Farmers' Market

Lenoir County



Buy Local

Eat Local

Profit Local

LENOIR COUNTY FARMER'S MARKET LEASE AGREEMENT

This agreement is entered into and executed by Lenoir County acting by and through the Lenoir County Cooperative Extension Service, referred to as Lessor, and _____, whose address is _____,

and whose contact name and telephone number are _____, referred to as Lessee, for the purpose of securing a space for Lessee to host a private event.

The lease period will be from the dates _____ to _____, and beginning at _____ AM or PM and ending at _____ AM or PM.

The Market Fee, payable by Lessee to Lessor, shall be \$ _____, a key deposit will be required at the time of pick-up and returned at return of the key. Key deposit shall be \$ _____. Key deposit shall be forfeited in event of failure to return key in five business days.

GENERAL REGULATIONS

1. The Lenoir County Farmers Market is property of Lenoir County Government, therefore, **NO FIREARMS** are allowed in the buildings, nor the surrounding parking lot, at any time.
2. All Leases must be pre approved by Lenoir County Cooperative Extension, and Lenoir County Government.
3. Lenoir County Cooperative Extension, and/or Lenoir County Government assumes **NO LIABILITY** for any losses or injuries incurred by Lessee, (including any Lenoir County Farmers Market and Annex equipment), its invitees or guests, and Lessee agrees to hold Lessor harmless from all liability for damages. Lessee has examined the property and found it suitable for its event and agrees to take the property "as is" for purposes of holding its event.

The parties have agreed to the following:

Lessee shall:

1. Supply, set up, and take down the equipment used at the Market Facility, unless separate agreements have been made. If a separate agreement is made list below:

2. Be responsible for all trash clean up, (cups, cans, food wrappers, etc.). This includes any additional, liquid or grease spills, leaks, etc.
3. Be responsible for clean up fee for cleaning Restroom facilities, (generally approximately \$45.00).
4. Be responsible for cleaning and returning all Vendor benches to their original location, prior to the next Farmers Market Open day.
5. Be responsible for any damage to surrounding shrubbery and landscape areas, including trash pick up in these areas.
6. Be responsible for any damage to the buildings or equipment.
7. Be responsible for any permits required for use of the facility, including, if needed, alcohol permit, liability permits, and hold harmless agreement. A copy of all permits must be attached to lease agreement.

Lessor shall:

1. Allow use of the Farmers Market dumpsters, restrooms, electrical outlets, and other facilities, NOT inclusive of the private office.

WHEREAS, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

By: _____ Date: _____
Lenoir County Cooperative Extension/ Lenoir County Farmers Market Representative

And,

By: _____ Date: _____
Lessee Organization Representative

Board of Commissioners

Craig Hill, Chairman
Jackie Brown, Vice-Chairman
Roland Best
J. Mac Daughety
Reuben Davis
Eric Rouse
Linda Rouse Sutton



Lenoir County Courthouse
Post Office Box 3289
130 South Queen Street
Kinston, NC 28502

Telephone: (252) 559-6450
Fax: (252) 559-6454

Michael W. Jarman, County Manager
Joey R. Bryan, Assistant County Manager
Vickie F. King, Clerk to the Board

HOLD HARMLESS AGREEMENT FOR SPECIAL EVENTS

Event organizer agrees to protect, defend, indemnify and hold the County of Lenoir, its officials, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due to the negligence of the sponsor, its officers, employees, or agents, not the result of the County's sole negligence. The sponsor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

Signature of Event Organizer

Date

City of Kinston Ordinances

Sec. 15-3. - Sale, possession or consumption of controlled substances, malt beverages or unfortified wine on city property prohibited.

- (a) It shall be unlawful for any person to possess, consume, offer to drink, administer, sell, give away or display malt beverages, unfortified wine, stimulant depressant, hallucinogenic, narcotic drug or controlled substance as defined in chapter 18B and chapter 90 of the General Statutes on any property owned or occupied by the city. For the purpose of this section, the term "property owned or occupied by the city" shall include city-owned or-maintained streets, rights-of-way, sidewalks, alleys, easements, parking facilities and any city-owned property, whether located inside or outside the corporate limits of the city.
- (b) Paragraph (a) of this section shall not apply to any property owned by the city where appropriate ABC permits have been obtained as required by law for the consumption of malt beverages or unfortified wine for the period of time permitted thereunder.

(Code 1961, § 15-4.1; Ord. No. 39-75, § 1, 9-1-75; Ord. No. 37-80, 6-16-80; Ord. No. 55-82, § 1, 10-4-82; Ord. No. 66-90, 12-17-90)

Sec. 15-4. - Disruptive conduct prohibited.

- (a) It shall be unlawful for any person in any public place, public vehicular or pedestrian right-of-way, sidewalk, alley, street, highway, public vehicular area or parking area open to the public within the city to engage in disruptive conduct, which without limitation, shall include the following:
 - (1) Blocking or otherwise interfering with vehicular or pedestrian traffic or blocking, lying across or otherwise preventing or interfering with access to or passage across, upon and over any public area above described or the entrance to any building, property or other area open to the public;
 - (2) Remaining upon any public or private property that has been posted "No Trespassing" after business hours or after posted hours of operation, after having been denied access thereto or having been asked to leave such premises by the owner, tenant or operator thereof or their authorized representative; law enforcement officers shall be deemed authorized representatives of all governmental agencies or political subdivisions owning or operating facilities within the jurisdiction of such officer;
 - (3) Assaulting, attempting to assault, threatening or harassing another person;
 - (4) Drinking from or possessing any open container, the contents of which consist in whole or in part of any intoxicating or alcoholic beverage;
 - (5) Producing, reproducing, emitting or permitting the production, reproduction or emission, by instrument, apparatus, vehicle or individually, any noises, amplified speech, music or other sounds which interfere with the quiet enjoyment and usage of any property located within five hundred (500) feet thereof;

- (6) Doing, aiding, abetting, causing or participating in any activity or conduct prohibited by this section or which constitutes the violation of any law or ordinance of the state or the city.
- (b) It shall be unlawful for any person to remain at any place or area specified in this section when any other person is engaged in disruptive conduct as defined in paragraph (a) of this section after having been ordered to leave by any law enforcement officer, duly authorized security guard, or the owner, tenant or operator of any such public or private property.
- (c) Any person who violates any provision of this section shall be guilty of a misdemeanor and shall be punished by a fine of up to fifty dollars (\$50.00), or imprisonment of up to thirty (30) days, or both, in the discretion of the court.

(Code 1961, § 15-28; Ord. No. 04-86, §§ 1, 2, 1-20-86)

Sec. 16-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Recreation activities means those activities which fall within the general classification of areas of arts and crafts, athletics, sports and games, dances, hobbies, music, drama, nature and outing, reading, writing and speaking, social recreation, special events and activities, and volunteer service.

Recreation areas and facilities means the outdoor and indoor properties on, in or from which people derive their opportunity for the pursuit of happiness whether owned, controlled or operated within or without the corporate limits of the city.

(Code 1961, § 15-35; Ord. No. 9-72, 3-20-72)

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 16-2. - Prohibited actions and conduct.

- (a) It shall be unlawful for any person to:
 - (1) Hit or drive a golf ball with any golf club in, over or upon any recreation area or facility, except in such area as may be designated and marked for such purpose by the recreation commission;
 - (2) Ride, lead or drive any horse, mule, donkey, pony, goat or like animal in any recreation area or facility, except where specifically designated and marked for such purpose by the recreation commission;
 - (3) Fly a model airplane in or upon any recreation area or facility, except where specifically designated and marked for such purpose by the recreation commission;
 - (4) Ride in or by means of automobile, truck, sled, coaster, toy vehicle, motorcycle, motorbike, motor scooter, motorized go-cart, motorized minibike, golf cart or any other motor vehicle in or upon any recreation area or facility, except on streets, parking areas,

or other public ways, designated and intended for motor vehicular use, or where specifically designated and marked for such purpose by the recreation commission;

- (5) Drink, offer to drink, administer, take, sell, give away, display, or possess any alcoholic or malt beverages, any stimulant, depressant, hallucinogenic or narcotic drug or substance or obscene material in or on any recreation area or facility;
 - (6) Be intoxicated or in such condition that his mental and physical facilities are impaired from the consumption of drugs, narcotics, alcoholic or malt beverages in or upon any recreation area or facility;
 - (7) Possess or carry or fire or discharge any gun, rifle, pistol, or other firearm, or any knife, slingshot, air rifle or archery equipment, on or in any recreation area or facility, except where use of such items is part of a supervised recreation activity;
 - (8) Willfully destroy, injure, carry away, break or deface any ornament, street sign, lamp, monument, railing, fixture, gate, seat, bench, swing, slide, fountain, tool, machinery, structure or equipment; or, to pull any flowers, cut or injure in any way any tree, shrub, plant, vine, or other property belonging to or being under the control of the city recreation commission;
 - (9) Willfully break glass bottles or other containers, dump, scatter or deposit or to allow or permit the dumping, scattering or depositing of any rubbish, loose papers, trash, garbage, bottles, glass or other refuse in or upon any recreation area or facility;
 - (10) Park any motor vehicle, including those specified in paragraph (4) of this section, on any recreation area or facility, except in areas so designated and marked for such use; and, it shall be unlawful for any person to park or allow any motor vehicles including those specified in paragraph (4) of this section, to remain parked in any parking area or space in any recreation area or facility, whether occupied or unoccupied, without the permission of the recreation commission after such recreation area or facility has been closed to the public. Recreation areas or facilities shall be open from 7:00 a.m. through 12:00 midnight; provided, however, all recreation areas and facilities shall be deemed closed during those hours when organized activity ceases, lights have been turned out or attendants have left the premises of the recreation area or facility;
 - (11) Willfully block or cause to be blocked by motor vehicle, including those specified in subparagraph (a)(4) of this section, or otherwise the streets, driveways, walks, alleys, parking areas, boulevards, avenues, lanes, roads, or highways, providing ingress to and egress from any recreation area or facility;
 - (12) To build a fire in or upon any recreation area or facility except where specifically designated and marked by the recreation commission and unless he has first obtained a permit to do so.
- (b) Any person who shall willfully or knowingly violate any provision in paragraph (a) of this section shall, upon conviction, be fined not more than fifty dollars (\$50.00) or imprisoned for not more than thirty (30) days as provided in section 14-4 of the General Statutes.

(Code 1961, § 15-37; Ord. No. 9-72, 3-20-72; Ord. No. 45-83, § 1, 10-17-83)

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 09/06/16 **ITEM NO.** 6

RESOLUTION: Approving a Purchase Order for Demolition and Renovation at the Neuseway Nature Center: M&W Construction: \$4,700.

SUBJECT AREA: Purchase/Bids

ACTION REQUESTED: The Board is requested to approve a purchase order for Demolition and Renovation to the Neuseway Nature Center Counter Area at the Neuseway Park.

HISTORY/BACKGROUND: The Neuseway Nature Center was constructed in 1996 and there has been no renovation work done to the front counter. Repairs are needed so staff members can have better contact with customers. This will also allow the center to be able to sell and display souvenirs along with having room for a computer and printer.

EVALUATION: The Neuseway Nature Center generates a large amount of traffic on a regular basis. Approval of this resolution will allow M&W Construction to redesign and construct the front display area at the Neuseway Nature Center.

BUDGET AMENDMENT-PROCESS FUNDS
INCREASE \$1,725



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 16-17
Appropriations

Budget Amendment # _____
Date Approved _____

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION	
GENERAL FUND	FINANCE/PROCESS FUNDS	VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> REVENUES		Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> EXPENDITURES	
Account # and Title	Amount	Account # and Title Amount	
<u>INCREASE</u>		<u>INCREASE</u>	
4080-343742 EMS WALMART GRANT	1,725	42010-464031 EMS-WALMART GRANT	1,725
Total	1,725	Total	1,725

Reason and Justification for Request:

THE PURPOSE OF THIS AMENDMENT IS TO APPROPRIATE FUNDS FOR RECEIPT OF WALMART GRANT FUNDS FOR EMERGENCY SERVICES
100% GRANT FUNDS

Department Head Approval	Date	Finance Officer Approval	Date
<i>Leacy Chestnutt</i>	8/29/2016	<i>Leacy Chestnutt</i>	8/29/2016
Budget Officer Approval	Date		
<i>[Signature]</i>	8/30/16		
Board Approval (When Applicable)	Date	Date of Minutes	

BUDGET AMENDMENT-EMS
INCREASE \$4,318

Item No. 8



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY FY 16-17
Appropriations

Budget Amendment #
Date Approved

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION	
GENERAL FUND	FINANCE/EMS	VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> REVENUES		Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> EXPENDITURES	
Account # and Title	Amount	Account # and Title	Amount
<u>INCREASE</u>		<u>INCREASE</u>	
40080-384285 INSURANCE	4,318	43320-435300 MAINTENANCE/REPAIRS VEHICLES	4,318
Total	4,318	Total	4,318

Reason and Justification for Request:
THE PURPOSE OF THIS AMENDMENT IS TO APPROPRIATE FUNDS FOR RECEIPT OF INSURANCE PROCEEDS FOR AN AMBULANCE

Department Head Approval	Date	Finance Officer Approval	Date
<i>Leacy Chestnutt</i>	8/29/2016	<i>Leacy Chestnutt</i>	8/29/2016

Budget Officer Approval	Date
<i>John Boyce</i>	8/30/16

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

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 09/06/16 **ITEM NO.** 9

RESOLUTION: Authorizing Department of Social Services to Execute a Purchase Order to Contract with Stallings Plumbing, Heating & AC Company, Inc.: \$7,382.

SUBJECT AREA: Purchases/Bids

ACTION REQUESTED: The Board is requested to authorize the Department of Social Services Director to execute a purchase order for Stallings Plumbing, Heating and AC Co., Inc. in the amount of \$7,382.

HISTORY/BACKGROUND: All purchase orders in the amount of \$2,500 or greater require the approval by the Board of Commissioners. The Agency desires to replace the existing HVAC system (1 Unit). The current system is leaking and the bottom of the unit is rusted out, causing the unit to leak into the building. The bids we received are listed below.

- Stallings Plumbing, Heating and AC Co., Inc. \$7,382
- Ed Phillips INC = \$8,630
- Carolina Comfort = \$9,171.10

EVALUATION: Approval of this resolution will allow encumbrance of funds approved in the FY 16-17 budget and the eventual payment of services as billed by Stallings Plumbing, Heating and AC Company, Inc.

STALLINGS PLUMBING, HEATING, & A/C CO., INC.
1509 DR. MARTIN LUTHER KING JR BLVD.
P.O. BOX 3168
KINSTON, N. C. 28502
PHONE 523-5772 FAX 523-8458
LICENSE # 02474

DATE: JULY 19, 2016

TO: LENOIR COUNTY DEPT OF SOCIAL SERVICES
ahoward@co.lenoir.nc.us

JOB: 130 W. KING STREET
KINSTON, NC

We propose to furnish and install as follows: HVAC

FURNISH AND INSTALL 5 TON 14 SERIES CARRIER PACKAGE GAS PACK AND 8000 DIGITAL PROGRAMMABLE LOCKABLE T-STAT. TIE INTO EXISTING DUCT WORK. INCLUDES PERMITS AND ELECTRICAL. COST OF THIS JOB INCLUDING LABOR AND MATERIAL IS SEVEN THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS (\$7,382.00).

WARRANTY: 1 YEAR COMMERCIAL

*****NOTE: PAYMENT BY CASH OR CHECK DUE UPON COMPLETION OF WORK, IF PAID BY CREDIT CARD ADD 3%.**

STALLINGS PLUMBING, HEATING, & A/C CO., INC. WILL WARRANTY ALL WORK FOR ONE YEAR FROM DATE WORK IS COMPLETED.

The terms and conditions of this proposal are as follows:

1. We will furnish workmen's compensation insurance on our employees and we also will carry public liability insurance. You must carry insurance covering the property described above for fire, storm, or other casualty.
2. In the event any installment due here under shall not be paid within 30 days of its due date, it shall bear interest at the rate of one and one-half percent (1 ½%) per month (which is an annual percentage rate of 18%) until paid. You will be responsible for any cost incurred by us in collecting any such sum including, without limitation, attorney's fees.
3. All equipment furnished pursuant to the above specifications shall be and remain personal property, and we retain and you grant to us a security interest in said equipment until all sums called for have been paid in full. Said security interest entitles us, as secured party to repossess and remove said equipment upon default. We may, at our option, record this document as a financing statement in such locations as are necessary to protect the lien of the herein-granted security interest.
4. Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the above amount. The above amount will also be increased in the event our costs are increased by a condition of the property upon which the work is to be performed that is not reasonable discoverable by us at this time.
5. Our performance under this contract is excused to the extent that our failure to perform (or any delay in performance) is caused by strike, accidents, material shortage, or other conditions beyond our reasonable control.

THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED IN 15 DAYS.

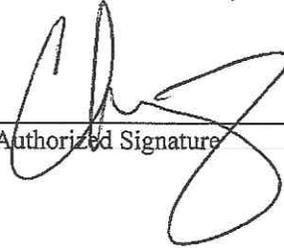
ACCEPTANCE:

The above proposal including price, payment Terms, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

STALLINGS PLUMBING, HEATING & A/C, INC.

BY:

Authorized Signature



DATE:

_____(SEAL)
Signature- LENOIR CO. DSS

If the owner of the real property upon which the work is to be done is different than the part signing above, the undersigned owner of said real property agrees to the foregoing terms and authorizes the work be done on his property.

_____(SEAL)

CONTRACT
ED PHILLIPS INC
LICENSE #8625
PLUMBING, HEATING & AIR CONDITIONING CO.
"A Company You Can Trust"
Daytime Phone: 252-522-2011 24 Hour Service
FAX 252-522-2012

Contract Submitted To: LENIOR COUNTY MANAGERS OFFICE Phone 523-7659 Date 7/18/16
Street: 130 QUEEN ST. (GOVERNMENT OFFICE) OR 559-6450
City, State & Zip: KINSTON, NC 28501

WE HEREBY SUBMIT SPECIFICATION AND ESTIMATES FOR THE FOLLOWING:

—* THE DEPARTMENT OF SOCIAL SERVICES BUILDING AT 130 WEST KING ST. KINSTON, NC 28501*

TO INSTALL: NEW ROOF TOP UNIT # 15 A 5 TON CARRIER GAS PACK
TO RETROFIT: BACK TO GAS LINE, AND EIXSTING CURB
TO RETROFIT BACK TO CONTROL WIRING, AND LOW VOLTAGE.....\$ 8,630.00

ED PHILLIPS INC, WILL NOT BE RESPOSIBLE FOR SIDEWALK OR PARKING LOT THAT MAY NEED TO BE REMOVED IN THE INSTALLATION OF WATER MAIN TO BUILDING!!!!!!

ALL WARRANTIES AND EFFICIENCY CLAIMS ARE THAT OF THE MANUFACTURER AND ARE SUBJECT TO THEIR TERMS AND LIMITATIONS. ED PHILLIPS INC. WILL NOT BE HELD RESPONSIBLE FOR ANY MOLD OR MILDEW, WHICH MAY OR MAY NOT BE CAUSED BY HEATING AND COOLING OR WATER LEAKAGE OF ANY KIND IN THE LIVING SPACE, CRAWL SPACE OR ATTIC.

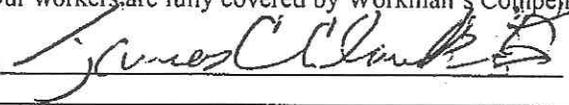
The undersigned agrees to allow Ed Phillips Inc. to retrieve any and all of the contents specified in this contract if not paid for in full. No other agreement either written or implied is valid unless stated in this contract.

24 Hour Emergency Service - Over 40 Years of Satisfied Customer Service

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF TOTAL JOB.....\$ 8,630.00

PAYMENT IS TO BE MADE AS FOLLOWS: DUE ON DAY OF JOB COMPLETION!!!!!!

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the costs estimated in this contract. All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance.

AUTHORIZED SIGNATURE OF Ed Phillips, INC. 

ACCEPTANCE OF CONTRACT: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature(s): _____



Comfort is Our Middle Name

Name:	Anthony Howard	Consultant:	Travis Tart
Site Address:	130 W. King Street	Date:	7/28/2016
City:	Kinston	Proposal #:	R107282016123024-1
State:	NC	City:	
Phone:	252-560-0360	State:	
Zip:		Phone:	
		Zip:	

		System Investment		
 	Base System:		\$9,553.23	
	Optional Items Total:		\$0.00	
	CCA Discount		<\$382.13>	
			<\$0.00>	
	Sales Tax:		\$0.00	
	System Total:		\$9,171.10	
	Initial Investment:		\$0.00	
	Balance:		\$9,171.10	
	Term:	Rate: %	Est. Payment:	\$0.00
	Investment Type:		Check	
Net Investment After Credit & Rebates			\$9,171.10	

By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.	Representative	Date
Customer	Date	Approved by
		Date



Comfort is Our Middle Name

Name	Anthony Howard	Proposal Number	R107282016123024-1	Date	7/28/2016
------	----------------	-----------------	--------------------	------	-----------

Components in Base System Investment			Tax Credits and Rebates	
Qty.	Model#	Description	Inclusions	
1	20160728-TT	QUOTE INCLUDES 5 TON 3 PHASE PACK UNIT MODEL NO. 4YCC3060A3096B AND CURB ADAPTER		
1	TH8321R1001	HONEYWELL VISIONPRO 8000 THERMOSTAT WITH REDLINK TECHNOLOGY		
1	ANNIVERSARY CLEAN	CLEAN AND SERVICE AFTER ONE YEAR OF INSTALL DATE		
1	GP-RECON	RECONNECT GAS PIPE AT UNIT		
1	ELEC-RECON-OD2	REPLACE DISCONNECTS ON COMPRESSOR AND A/H - REWIRE AND REPLACE BREAKER		
1	ELEC-RECON-OD1	REPLACE WHIP TO NEW COMPRESSOR REWIRE A/H AND CHANGED BREAKER FOR COMPRESSOR		
1	CRANE RENTAL	CRANE RENTAL FEE		
1	COMMERCIAL PERMIT	COMMERCIAL PERMIT		

Installation Instructions	

By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.		Representative	Date
Customer	Date	Approved by	Date



Comfort is Our Middle Name

Name:	Anthony Howard	Consultant:	Travis Tart
Site Address:	130 W. King Street	Date:	7/28/2016
City:	Kinston	Proposal #:	R107282016123024-1
State:	NC	Billing Address:	
Phone:	252-560-0360	City:	
Zip:		State:	
		Phone:	
		Zip:	

Your Home

Consultant



Proposal Notes

Contract and Agreement between Carolina Comfort Air, Inc. and _____.

The Parties agree that upon signing this proposal, it shall become an enforceable contract and agreement between the parties.

Terms & Conditions: This proposal is valid for 30 days from creation. At that point it may be voided by us at our discretion. Payment will be due upon completion of said work and upon other conditions listed herein.

The homeowner must be present during inspection. If the inspection fails due to the homeowner not being present or to any fault of their own, the homeowner is responsible for any re-inspection fees.

A restocking fee of 25% (Total Extended Price with Tax After Discount) will be charged on all orders that are cancelled with a signed agreement. That fee will cover all materials ordered for that date. There will be no cancellation after all materials are ordered.

Carolina Comfort Air, Inc. will clean up work area before leaving worksite.

Upon failure to pay any sums due hereunder within 10 days of job completion, Purchaser agrees to pay Carolina Comfort Air, Inc. interest at the rate of one and one half percent (1.5%) per month (annual rate of 18%) on all outstanding balances. **

We hereby propose to furnish material and labor in complete accordance with the above specifications for the sum of:
Nine Thousand One Hundred Seventy One Dollars and Ten Cents
(Total extended Price with Tax after Discount)

\$9,171.10

By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.

Representative

Date

Customer

Date

Approved by

Date

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 09/06/16 **ITEM NO.** 10

RESOLUTION: Authorizing MIS to Execute a Purchase Order to Contract with Centurylink: \$3,094.72.

SUBJECT AREA: Purchases/Bids

ACTION REQUESTED: The Board is asked to grant permission to the MIS Department to execute a purchase order to Centurylink for software/hardware maintenance for a CISCO Firewall and Switches in the amount of \$3,094.72.

HISTORY/BACKGROUND: Lenoir County has software/hardware maintenance obligations that allow all of the county's services to continue. These maintenance contracts allow us to get upgrades, place calls for service, allow use of the software, etc.

EVALUATION: Without these service contracts, any software/hardware malfunction or failure would cause that service to no longer be available to anyone in the county. If that was to happen it and would place us in the position of not having anyone to call to gain access and repair the application or get replacement equipment.

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 09/06/16 **ITEM NO.** 11

RESOLUTION: Authorizing MIS to Execute a Purchase Order to Contract with Team IA: \$10,483.92.

SUBJECT AREA: Purchases/Bids

ACTION REQUESTED: The Board is asked to grant permission to the MIS Department to execute a purchase order to Team IA for the purchase of MS Windows and SQL Licenses for the Sheriff's Department servers in the amount of \$10,483.92.

HISTORY/BACKGROUND: Lenoir County Sheriff's Department is required by their maintenance contract to occasionally upgrade to the latest version of the SQL Licenses for their servers from budgeted funds.

EVALUATION: This purchase is mandatory since failure to do so would violate our current maintenance contract with TriTech by failing to let them keep our RMS software current on the latest version.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.



Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the MIS Department is permitted to execute a purchase order in the amount of \$10,483.92 to Team IA is approved.

AMENDMENTS:

MOVED _____ **SECONDED** _____

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

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

Daughety ___ **Sutton** ___

Craig Hill, Chairman

Date

Attest

Date

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 09/06/16 **ITEM NO.** 12

RESOLUTION: Authorizing Department of Social Services to Execute a Purchase Order to Contract with Down East Protection Systems: \$6,701.05.

SUBJECT AREA: Purchases/Bids

ACTION REQUESTED: The Board is requested to authorize the Department of Social Services Director to execute a purchase order for Down East Protection Systems (DEPS), in the amount of \$6,701.05.

HISTORY/BACKGROUND: The Agency has been experiencing vandalism to the agency building and county vehicles. We desire to install security cameras in the lobby, at the employee entrance, outdoor off the back of the building, and on the side parking lot.

EVALUATION: Approval of this resolution will allow encumbrance of funds approved in the FY 16-17 budget and the eventual payment of services as billed by Down East Protection Systems (DEPS).

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

JAS
Initials

RESOLUTION: NOW THEREFORE, BE IT RESOLVED by the Lenoir County Board of Commissioners that: the Department of Social Services Director is permitted to execute a purchase order to Down East Protection Systems (DEPS) in the amount of \$6,701.05.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS _____

Yea Votes: Hill _____ Brown _____ Best _____ Daughety _____

Davis _____ Rouse _____ Sutton _____

Craig Hill, Chairman

Date

Attest

Date



Down East Protection Systems
 2006 N Queen St
 Kinston, NC 28501
 www.depsnet.com
 252-939-9500 · 1-800-215-0238

Quote

Safe, Secure, and Satisfying

Number AAAQ4302
Date Jul 15, 2016

NC Alarm License #1012-CSA · (919) 875-3611
 NCASLB 1631 Midtown Pl. Ste 104, Raleigh, NC 27609

Bill To	Work Site	Your Sales Rep
Lenoir County DSS Jamie Chadwick 130 W King Street Kinston, NC 28501 United States	Lenoir County DSS Jamie Chadwick 130 W King Street Kinston, NC 28501 United States	Tom Vermillion (252) 939-9500 tvermillion@depsnet.com
Phone (252) 559-6400 Fax	Phone (252) 559-6400 Fax	

Expected Service Date	Expected Service Time	Comments
		This quote is for 1 camera in the Lobby, 1 camera at the back door, 2 outdoor cameras off the back of the building and 1 camera on the side parking lot.

Product/Service	Description	Qty.	Unit Price	Extended Price
MX-i25-D016-AUD	Mobotix i25 6MP Wall Mt Indoor Camera 360 degree	2		
MX-Q25-D016	Mobotix Q25 6MP Day Camera 360 degree	3		
MX-OPT-WH	Mobotix Wall Mount For A Q25 & D25	3		
MX-Overvoltage-Protec	Network Connector w/Surge Protection, RJ45 Version	3		
9SIV00Y1PJ3802	WD Purple video 4TB NAS Sata drive.	1		
MX-OPT-AP-10DEG	Mobotix 10 Degree Wall Mount for a Q25 Hemispheric	3		
9B-33-124-515	Linksys 16 Port Gigabit Switch with 8 Port POE	1		
8665619	CAT 5E Wire, 24/4	250		
Job Labor Security Cameras	Job Labor - Security Cameras	8		

1 Year Warranty on all Parts and Labor except for physical abuse and acts of nature. AC Power provided by DSS.	SubTotal	\$6,277.33
	Tax	\$423.72
	Shipping	\$0.00
	Total	\$6,701.05

DEPS proposes to furnish materials and labor in accordance with specifications for the above total. Price is good for 30 days from date of proposal. Payments will be made as follows:

Half due upon acceptance of proposal and the remainder due upon completion of the installation.

Acceptance

The above prices, specifications and conditions are satisfactory and are hereby accepted. Signing and returning this proposal constitutes a contract. I understand that I have the right to cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. DEPS is authorized to do work as specified by the undersigned.

_____	_____
Authorized DEPS Representative	Date
_____	_____
Signature	Date



Social Services
HEALTH AND HUMAN SERVICES

Richard O. Brajer

Wayne E. Black

July 19, 2016

DEAR COUNTY CHILD SUPPORT MANAGERS

Reference: Reflections - Secure Connection Access of ACTS

The North Carolina Department of Information Technology (DIT) will be upgrading the version of Reflection that will connect to the state network to Reflection 2014 for the Automated Collection and Tracking System (ACTS). DIT has not provided child support with an actual date of implementation; however, the estimated time provided for this change is 4-6 weeks. Counties that use Reflection, Mocha, Attachmate and any other mainframe software, will need to upgrade to Reflection 2014 or the latest version of the software that you are using to connect to the state network.

Child Support is working with DIT to get instructions for any setting changes, if there are any with Reflection 2014. If you are a county that utilizes Reflections to access ACTS, you can use this new Host on Demand URL if Reflections goes down.

It is **CRITICAL** for counties to keep Child Support Services abreast of any changes to the Internet Service Provider (ISP) or any networking change that results in the change of the counties IP address (es). Failure to do so could result in connection issues with a lengthy reconnection process. Please contact the Child Support Security Team via email at css.security@dhhs.nc.gov with future IP address changes.

Should you have any questions regarding this process, please contact Randy Burwell (Randy.Burwell@dhhs.nc.gov) at 919-855-4449 or Robin Stallings (Robin.Stallings@dhhs.nc.gov) at 919-556-5035.

Sincerely,

A handwritten signature in black ink that reads 'Judy McArn'.

Judy McArn, Chief

CSS-08-2016

cc: Astra Wilson-Kirksey

Nothing Compares

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 9/06/16 **ITEM NO.** 13

RESOLUTION: Authorizing Department of Social Services to Execute a Purchase Order to Contract with Dell, Inc.: \$7,657.37.

SUBJECT AREA: Purchases

ACTION REQUESTED: The Board is requested to authorize the Department of Social Services Director to execute a purchase order for Dell, Inc. in the amount of \$7,657.37.

HISTORY/BACKGROUND: The North Carolina Department of Information Technology (DIT) will be upgrading the version of Reflection that will connect the state network to Reflection 2014 for the Automated Collection and Tracking System (ACTS). Counties that use Reflection, Mocha, Attachmate and any other mainframe software, will need to upgrade to Reflections 2014 or the latest version of the software that Child Support is using to connect to the state network.

Reflection software is to access ACTS. NC ACTS (North Carolina Automated Collection and tracking System) supports all of the functions needed to perform Child Support Services activities. ACTS supports functions at both the county and State levels for case management, financial management, and reporting and supervisory functions. It provides CSS caseworkers with the ability to add new cases and work existing cases, manage financial activities, enter court orders and modifications in the system after the hearing, and perform enforcement activities such as income withholdings, assets attachments, and tax intercepts.

EVALUATION: The Child Support Incentive funds are intended to improve the effectiveness or efficiency of the child support program and state distributes incentive payments to counties. This is based solely on collections without any incentive or penalty structure to encourage improved county performance. The Child Support Incentive funds are 100% State funds and require no County match.

MANAGER'S RECOMMENDATION:

Respectfully Recommend Approval

JCH
Initials

RESOLUTION: NOW, THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the Lenoir County Social Services Director is authorized the use of Child Support Incentive funds for the software upgrade of the Child Support Reflection 2014 version. Funds are 100% State and will be reimbursed by the state.

AMENDMENTS:

MOVED _____ **SECONDED** _____

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

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

Craig Hill, Chairman

Date

Attest

Date



QUOTATION

Quote #: 731919656
Customer #: 16127778
Contract #: 70137
Customer Agreement #: Dell Std Terms
Quote Date: 07/25/2016
Customer Name: LENOIR COUNTY MIS

Date: 7/25/2016

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: BECKY S MAHON **PHONE:** 1800 - 4563355
Email Address: Kyle_Schmidt@DELL.com **Phone Ext:** 80000

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$7,173.18

Product	Quantity	Unit Price	Total
VLA ATTACHMATE REFLECTION DESKTOP LICs UNIT (A8743048)	18	\$329.35	\$5,928.30
VLA ATTACHMATE MNT REFLECTION DESKTOP (A8719927)	18	\$69.16	\$1,244.88

***Total Purchase Price:** **\$7,657.37**
Product Subtotal: \$7,173.18
Tax: \$484.19
Shipping & Handling: \$0.00
State Environmental Fee: \$0.00
Shipping Method: LTL 5 DAY OR LESS
 (* Amount denoted in \$)

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service

Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to LENOIR COUNTY MIS for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value.

Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

BUDGET ORDINANCE AMENDMENT:
 GENERAL FUND:
 HEALTH:
 (Child Coordination for Children)
 Increase to Budget \$2325.00

Item No. 14



LENOIR COUNTY, NORTH CAROLINA
 BUDGET AMENDMENT REQUEST

FY 2016 - 2017
 Appropriations

Budget Amendment # _____
 Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		HEALTH		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>		
REVENUES			EXPENDITURES		
Account # and Title		Amount	Account # and Title		Amount
<u>Increase</u>			<u>Increase</u>		
100-40051-351623	Child Coord. For Children	\$ 2,325.00	100-51710-429000	Other Supplies	2,325.00
Total		\$ 2,325.00	Total		\$ 2,325.00

Reason and Justification for Request:
 Child Coordination for Children revenues to increase for new fiscal year 2016 - 2017.

Department Head Approval	Date	Finance Officer Approval	Date
<i>[Signature]</i>	7/18/16	<i>[Signature]</i>	8/29/16
Budget Officer Approval	Date		
<i>[Signature]</i>	8/30/16		
Board Approval (When Applicable)	Date	Date of Minutes	

Finance Office - Copy

Department - Copy

Administration - Copy

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 09/6/16 **ITEM NO.** 15

RESOLUTION: Authorizing Lenoir County Health Department to Execute a Purchase Order to Contract with Southern Elevator Company, Inc.: \$2,633.

SUBJECT AREA: Financial

ACTION REQUESTED: The Board is asked to grant permission to the Lenoir County Health Department to execute a purchase order to Southern Elevator Company, Inc. to furnish and install one (1) new elevator controller CPU Board with plugs in the amount of \$2,633.

HISTORY/BACKGROUND: The elevator controller CPU board was damaged by the power issue/outage. The elevator is now out of order pending repairs. These repairs are not covered under our full repair contract and are billable. Southern Elevator Company, Inc. will provide the necessary labor and materials to get the elevator back to the proper operating conditions.

EVALUATION: This action is necessary for the continued safety of the citizens and to keep elevator working properly.

BUDGET ORDINANCE AMENDMENT:
 GENERAL FUND:
 HEALTH:
 (Pregnancy Care Management)
 Increase to Budget \$10,144.00

Item No. 16



LENOIR COUNTY, NORTH CAROLINA
 BUDGET AMENDMENT REQUEST

FY 2016 - 2017
 Appropriations

Distribution - Finance Office:

Budget Amendment # _____
 Date Approved _____

FUND	DEPARTMENT	LINE ITEM DESCRIPTION	
GENERAL	HEALTH	VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> REVENUES		Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> EXPENDITURES	
Account # and Title	Amount	Account # and Title Amount	
Increase		Increase	
100-40051-350941 Pregn. Care Management	\$ 10,144.00	100-51700-459990 Equipment	10,144.00
Total	\$ 10,144.00	Total	\$ 10,144.00

Reason and Justification for Request:
 Pregnancy Care Management revenues to increase for new fiscal year 2016 - 2017.

Department Head Approval	Date	Finance Officer Approval	Date
<i>[Signature]</i>	7/29/16	<i>[Signature]</i>	8/29/16
Budget Officer Approval	Date		
<i>[Signature]</i>	8/30/16		
Board/Approval (When Applicable)	Date	Date of Minutes	

Finance Office - Copy

Department - Copy

Administration - Copy

INTRODUCED BY: Michael W. Jarman, County Manager **DATE** 9/6/16 **ITEM NO.** 17

RESOLUTION: Approving the Purchase of One (1) Raised Roof Van: National Bus Sales & Leasing: \$58,481.

SUBJECT AREA: Purchases

ACTION REQUESTED: The Board is requested to approve the purchase of one (1) lift equipped raised roof van from National Bus Sales & Leasing in the amount of \$58,481.

HISTORY/BACKGROUND: On October 19, 2015, the Lenoir County Board of Commissioners approved a Resolution Item 3C allowing Lenoir Count Transit to apply to North Carolina Department of Transportation (NCDOT) for Community Transportation Grant funds for FY 2016-2017. A portion of the grant was intended to replace a vehicle that had met its useful life. NCDOT/PTD determined that the replacement of one lift equipped van was warranted. Vehicles purchased under CTP are funded 80% Federal, 10% State and 10% local match.

EVALUATION: North Carolina Department of Transportation (NCDOT) has made available the forms necessary to order replacement lift equipped raised roof vans. The vehicle scheduled to be replaced has been driven about 208,000 miles. Federal and State funds will be used in the amount of \$52,633 along with a local match of \$5,848. This match will be paid from locally generated transit revenues. The total cost of the entire project will be \$58,481.

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 09/06/16 **ITEM:** 18

RESOLUTION: Authorizing Payments for Easements for Water Line Installation on Spring Drive:
2011 CDBG Catalyst Project: \$3,510.91

SUBJECT AREA: Community Development

ACTION REQUESTED: To approve the payments for easements for the installation of a new water line for the 2011 Community Development Block Grant Catalyst Project in the amount of \$3,510.91.

HISTORY/BACKGROUND: Lenoir County was awarded \$500,000 for the CDBG 2011 Catalyst project on October 12, 2012. Along with the grant funds, the County has committed \$25,000 and the Town of LaGrange has committed \$5,000 to address housing and infrastructure needs in the Spring Drive area of LaGrange. This project will provide for the installation of approximately 700 linear feet of 6" water line along Spring Drive from Easy Street to Ed Herring Rd. Easements are needed in order to install the water line.

EVALUATION: The tax values of the parcels were used to determine the payment amounts for the easements. The payment to the property owners for their easement is based on the assessed tax valuation of the property (per square foot) times the size (square footage) of the easement area needed. Attached is a table that identifies the easement area each property owner is to provide and the corresponding payment to be made to each owner for their easement.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

JLB
Initials

RESOLUTION: NOW THEREFORE, BE IT RESOLVED by the Lenoir County Board of Commissioners that payments for easements for the Spring Drive water line in the 2011 CDBG Catalyst Project be approved in the amount of \$3,510.91.

Funding Source	49630-458200	\$3,510.91
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AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: HILL _____ BROWN _____ BEST _____ DAUGHETY _____

DAVIS _____ ROUSE _____ SUTTON _____

Chairman

Date

ATTEST

DATE



McDAVID ASSOCIATES, INC.

Engineers • Planners • Land Surveyors

CORPORATE OFFICE
(252) 753-2139 • Fax (252) 753-7220
E-mail: mai@mcdavid-inc.com
3714 N. Main Street • P.O. Drawer 49
Farmville, NC 27828

GOLDSBORO OFFICE
(919) 736-7630 • Fax (919) 735-7351
E-mail: maigold@mcdavid-inc.com
109 E. Walnut Street • P.O. Box 1776
Goldsboro, NC 27533

MEMORANDUM FOR RECORD

DATE: August 29, 2016

SUBJECT: Award and Change Orders
Contract No. 1 - Sanitary Sewer, Water, Street and Storm Drainage
Improvements
Lenoir County 11 CD Catalyst
Lenoir County

DISTRIBUTION: Mr. Michael W. Jarman, County Manager
Mr. David Harris, Project Administrator

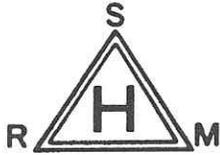
FROM: Andrew T. Parker, PE, McDavid Associates, Inc. *ATP*
Farmville Office

DISCUSSION: Bids for the subject project were received on December 2, 2014 at 10:00 AM. Sunland Builders, Inc. submitted the low bid in the amount of \$241,058.00.

At the January 20, 2015 Lenoir County Board of Commissioners meeting Contract No. 1 was awarded to Sunland Builders, Inc. subject Change Order No. 1, which deleted street and storm drainage improvements, resulting in a reduction of the contract value in the amount of \$116,985.00. Subject contract was awarded to Sunland Builders, Inc. for the negotiated amount of \$124,073.00.

Change Order No. 2 deletes sewer improvements and adjusts water improvement unit prices and contract quantities, resulting in a reduction of the contract value in the amount of approximately \$62,500.00. Contract value after Change Order No. 2 will not exceed \$61,573.00.

Contractor will mobilize a crew to begin the work as soon as the Notice to Proceed is issued.



R S M HARRIS ASSOCIATES, INC.

PLANNERS-CONSULTANTS-DEVELOPERS

POST OFFICE BOX 10037
GOLDSBORO, NORTH CAROLINA 27532
TELEPHONE 919-751-0909

FAX 919-751-0909

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

August 29, 2016

To: Michael W. Jarman, County Manager

From: C. David Harris, CDBG Project Manager

Re: Lenoir County 2011 CDBG Catalyst Project
Approval of Payments for Water Line Easements on Spring Drive

Now that the Rural Economic Development Division has approved the extension of the Project Period for the 2011 CDBG Catalyst Project, we can begin the water line installation on Spring Drive. The new 6" water line to replace the Town of La Grange's undersized water line will be installed along the west side of Spring Drive from the Town's standard water line in Easy Street to the end of the block (approximately 500 feet). Initially the water line was to dead end, because funds were not available to extend the water line to Ed Herring Rd. With the removal of the sewer line costs, we will now be able to extend the water line another 200 feet along Spring Drive to connect with the Town's water line on Ed Herring Rd. This will provide a looped water line connected at both ends to standard water lines and will improve pressure and quality of the water.

The Spring Drive right of way is only 30' wide. In order to provide the opportunity for Spring Drive to be paved in the future, we intend to install the water line outside of the existing right of way and within a 10 foot easement on the west side of Spring Drive. In order to install the new water meters for the houses on the opposite (east) side of Spring Drive at the edge of any future right of way, we also intend to obtain a 10 foot easement on the east side. This will provide a 50' wide right of way easement width for the water line installation, the water meters and any paving construction that may occur in the future. The water line improvements would not have to be dug up and replaced if the property owners are able to construct a paved street in the future. In addition, a 10 foot easement will be obtained from two property owners that will allow the Spring Drive water line to be extended to connect to the existing water line on Ed Herring Rd. The Spring Drive easements would allow for all types of utility lines as well as any paving that may occur in the future.

The payment to the property owners for their easement is based on the assessed tax valuation of the property (per square foot) times the size (square footage) of the easement area needed. Attached is a table that identifies the easement area each property owner is to provide and the corresponding payment to be made to each owner for their easement. The property owners have agreed to the payment amounts. We ask that the County approve the payments so the easements can be executed and recorded prior to water line installation. The total cost of the easements from eleven property owners is \$3,510.91. Funds are available in the Project Budget for the cost of the easements. After the water line is installed it will become part of the Town of La Grange's water system as a replacement for the existing substandard water line.

Please contact me if you have any questions.

LENOIR COUNTY 2011 CDBG CATALYST - Spring Drive Easement Costs						
No	Owner	Street/ Mailing Address	Record No.	Value per Square Foot	Square Footage of Easement	Value of Easement
1	Lillie Best Sutton	3731 Hickory Nut Dr	16987	\$0.178	1,277.638	\$227.42
2	Judith A. McGuire	4132 Spring Dr	15299	\$0.224	700.286	\$156.86
3	James Jones Heirs c/o Edward Lee Jones	Spring Dr	16054	\$0.168	719.428	\$120.86
4	Ronnie L. Smith	4112 Spring Dr	16050	\$0.224	720.142	\$161.31
5	Joseph L. Smith	4112 Spring Dr	16829	\$0.224	703.651	\$157.62
6	Sylvia C. Smith	4112 Spring Dr Storage Building	16841 16841	\$0.246 n/a	1,350.957 Tax Value	\$332.34 \$326.00
7	Jesse R. Waters	Corner of Spring Dr & Easy St	17259	\$0.160	1,497.452	\$239.59
8	Jimmie Core	4113 Spring Dr	15298	\$0.244	706.013	\$172.27
9	Geraldine W. Atkins	4121 Spring Dr	17292 (Lot 11)	\$0.183	742.085	\$135.80
10	Geraldine W. Atkins	4121 Spring Dr	17292 (Lot 12)	\$0.183	779.517	\$142.65
11	Geraldine W. Atkins	4121 Spring Dr	17285	\$0.184	803.323	\$147.81
12	Shanika Rhem	4149 Spring Dr Corner Lot	16488	\$0.199	2,431.910	\$483.95
13	Clarence Best	Corner of Ed Herring Rd & Henry Brothers Lane	15064	\$0.708	997.350	\$706.42
	TOTAL					\$3,510.91

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 09/06/16 **ITEM:** 19

RESOLUTION: Authorizing Change Order #2 for Water Line Installation - Sunland Builders, Inc.:2011 CDBG Catalyst Project: \$61,573.

SUBJECT AREA: Community Development

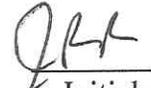
ACTION REQUESTED: To approve Change Order #2 for Sunland Builders, Inc. for the deletion of the sewer line and installation of the new water line for the 2011 Community Development Block Grant Catalyst Project - Revised Contract Amount - \$61,573.

HISTORY/BACKGROUND: Lenoir County was awarded \$500,000 for the CDBG 2011 Catalyst project on October 12, 2012. Along with the grant funds, the County has committed \$25,000 and the Town of LaGrange has committed \$5,000 to address housing and infrastructure needs in the Spring Drive area of LaGrange. On January 20, 2015, the Board of Commissioners awarded the contract for the Spring Drive water, sewer and street improvements to Sunland Builders, Inc from Newport, NC for their low bid of \$241,058. To stay within the budget, the Board also approved Change Order #1 that eliminated the street construction work and reduced the contract amount to \$124,073. The Town of La Grange is under a sewer moratorium and is unable to allow the extension of new sewer lines within its sewer system. The Sunland Builders contract needs to be changed to reflect the removal of the sewer line improvements from the scope of work.

EVALUATION: The Project Engineer, McDavid Associates, has met with Sunland Builders and negotiated a change order to eliminate the sewer line improvements and provide for the installation of the 6" water line on Spring Drive. Initially the water line was to extend on Spring Drive from Easy Street for approximately 500 linear feet and end. With the elimination of the sewer line costs, the water line will be extended another 200 linear feet to connect to the Town's water line at Ed Herring Rd and provide for a looped water system to serve Spring Drive. The contract amount will be reduced from \$124,073 to \$61,573.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.


Initials

RESOLUTION: NOW THEREFORE, BE IT RESOLVED by the Lenoir County Board of Commissioners that Change Order #2 to reduce the Sunland Builders, Inc. contract from \$124,073 to \$61,573 by deleting the sewer line improvements and including the water line improvements on Spring Drive to connect from Easy Street to Ed Herring Road be approved and be it further resolved that the Lenoir County Manager is authorized to execute the change order on behalf of the County.

Funding Source 49630-458200 \$61,573

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: HILL _____ BROWN _____ BEST _____ DAUGHETY _____

DAVIS _____ ROUSE _____ SUTTON _____

Chairman

Date

ATTEST

DATE

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 09/6/16 **ITEM NO.:** 20

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>
Lenoir County Juvenile Crime Prevention Council	Suzanne Nix Courtney Boyette 2nd Appearance	2018 2018
Lenoir County Nursing Home & Adult Care	Susan T. Hill 1st Appearance	2019

CURRENT VACANCIES:

Lenoir County Health Board - (1) Optometrist

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

RECEIVED

APPLICATION FOR APPOINTMENT

to

AUG - 1 2016 LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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

Advisory Board/Committee/Commission interested in:

Lenoir County Juvenile Crime Prevention Council

(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: Suzanne Nix
Address: 900 Laroque Ave
City/State/Zip: Kinston NC 28501
Telephone: (Home) 252 527 9083 (Work) 252 520-8861 cell 252 560-0455
Occupation: MHA Counselor/Coordinator
Business Address: 2901 C.N. Heritage Street Kinston NC 28501
Age: (Optional): 52
Number hours available per month for this position: 45 needed
Training: Substance Abuse, ICAS, CCS
Business and Civic Experience/Skills: JCPC, Jr. Women's Club

Other County Boards/Committees/Commissions presently serving on: Flynn Home Board

Expiration date of Term: June 30, 2018

Circle your voting precinct

- K-1 (Carver Courts Recreation Center)
K-2 (Gordon Street Christian Church)
K-3 (Fairfield Recreation Center)
K-4 (Northwest Elementary School)
K-5 (Spillman Baptist Church)
K-6 (Teachers Memorial School)
K-7 (Emma Webb Recreation Center)
K-8 (Holloway Recreation Center)
K-9 (First Pentecostal Holiness Church)
Falling Creek (Banks Elementary School Gym)
Institute (Institute Methodist Church)
Neuse (Cooperative Extension Office)
Pink Hill 1 (Bethel Baptist Church)
Pink Hill 2 (Pink Hill Rescue Station)
Sand Hill (Sand Hill VF Department)
Southwest (Southwest VF Department)
Trent 1 (Deep Run VF Department)
Trent 2 (Moss Hill Ruitan Building)
Vance (Army Reserve Center, Airport)

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.

Signature of Applicant: Suzanne Nix

Date: 7/15/2016

RECEIVED

APPLICATION FOR APPOINTMENT

to

AUG - 1 2016 LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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Advisory Board/Committee/Commission interested in:

Lenoir County Juvenile Crime Prevention Council

(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: Courtney H. Bayette mailing:
Address: 2901 Heritage Street Suite C Kinston, NC
City/State/Zip:
Telephone: (Home) 252-520-8853 Office (252) 363-1998 Cell
Occupation: Community Relations Specialist
Business Address: same as above physical: 2902B Heritage St.
Age: (Optional): 31 School Building Comm# 20
Number hours available per month for this position: Flexible
Training: US in Rehab Sub House Counseling - 11 yrs experience
Business and Civic Experience/Skills: Criminal Justice, Human Services, Mental Health, Substance Abuse
Other County Boards/Committees/Commissions presently serving on: Lenoir Co. Transit Board, Alliance, Lenoir Crisis Collaborative, SAFE Kids
Expiration date of Term: June 30, 2018

Circle your voting precinct

- K-1 (Carver Courts Recreation Center)
K-2 (Gordon Street Christian Church)
K-3 (Fairfield Recreation Center)
K-4 (Northwest Elementary School)
K-5 (Spillman Baptist Church)
K-6 (Teachers Memorial School)
K-7 (Emma Webb Recreation Center)
K-8 (Holloway Recreation Center)
K-9 (First Pentecostal Holiness Church)
Falling Creek (Banks Elementary School Gym)

- Institute (Institute Methodist Church)
Neuse (Cooperative Extension Office)
Pink Hill 1 (Bethel Baptist Church)
Pink Hill 2 (Pink Hill Rescue Station)
Sand Hill (Sand Hill VF Department)
Southwest (Southwest VF Department)
Trent 1 (Deep Run VF Department)
Trent 2 (Moss Hill Ruitan Building)
Vance (Army Reserve Center, Airport)

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.

Courtney H Bayette
Signature of Applicant

7/26/16
Date



RECEIVED

APPLICATION FOR APPOINTMENT

to

LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

AUG 10 2016

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:

Ageing Advisory

(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: SUSAN J. HILL
Address: 2340 MITCHNER PARK DRIVE
City/State/Zip: KINSTON, NC 28501
Telephone: (Home) 252 527-6478 (Work) 252 522-1794
Occupation: Registered Nurse
Business Address: 0 LMH, 100 Airport Rd, Kinston
Age: (Optional): 68
Number hours available per month for this position: 1
Training:
Business and Civic Experience/Skills:
Other County Boards/Committees/Commissions presently serving on:
Expiration date of Term: ?

Circle your voting precinct

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

Signature of Applicant: Susan Hill

Date: 8/9/16

Item No. 21

TO: Chairman and Members of the Board

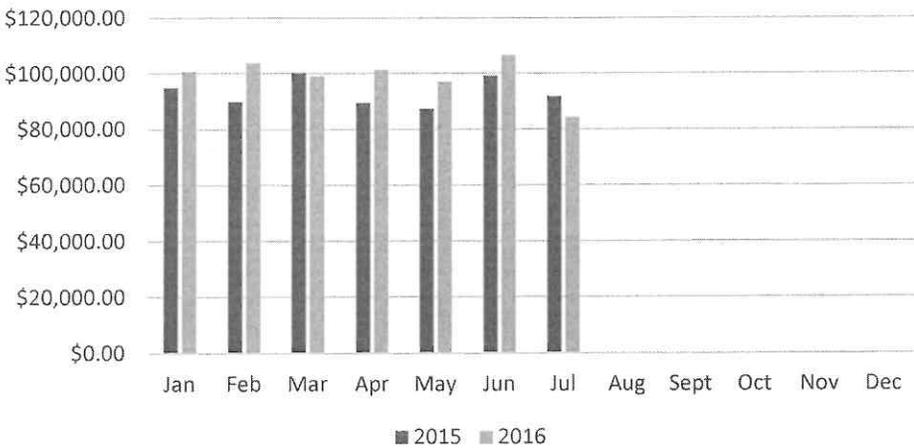
FROM: Mike Jarman, County Manager

DATE: September 06, 2016

SUBJECT: Items from County Manager

1. Lenoir County Transit Reports

Lenoir County Transit Revenue Comparison



Lenoir County Transit

Monthly Statistics

Month of June 2016

Days of Service 26

Passenger Trips	Total
Ambulatory Passengers	4178
Non Ambulatory Passengers	411
Total Passenger Trips	4589

Purpose of Trips	Total
Medical (including Dialysis)	2096
Education	525
Employment	1118
Other	850
	4589

Revenue	Total
Invoice Revenue	\$75,134.32
RGP Ticket Sales	4,171.00
EDTAP Ticket Fares	280.00
Fares Collected by Vehicle Operators	4,584.00
Total Monthly Revenue	84,169.32

Explanation of Purpose of Trips:

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

Education: riders being taken to LCC for classes

Employment: riders being taken back and forth to work

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

Explanation of Revenue Terms:

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

RGP Ticket Sales: Rural General Public

EDTAP Ticket fares: Elderly Disabled Transportation Assistance Program

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