

**LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA  
 MONDAY, SEPTEMBER 16, 2013 – TIME: 4:00 P.M.  
 COMMISSIONERS’ MEETING ROOM, LENOIR COUNTY COURTHOUSE  
 130 S. QUEEN ST., KINSTON, N.C.**

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

**PUBLIC INFORMATION: 10 Min.**

Ms. Tammy Kelly, Cooperative Extension Director:  
 Introduction of Mr. Joel Dixon, 4-H Representative

Mr. Brantley Uzzell, General Manager, Lenoir County ABC: ABC Update

- |    |   |               |
|----|---|---------------|
| 1. | <b>Items from Chairman/Commissioners: 10 Min.</b>     | Board         |
| 2. | <b>Items from County Manager: 5 Min.</b>              | Jarman        |
|    | <b>CONSENT AGENDA: 10 Min.</b>                        | <b>ACTION</b> |
| 3. | Approval of Minutes: Board Meeting: September 3, 2013 | Martin/Jarman |

**END OF CONSENT AGENDA**

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

- |     |  |       |
|-----|--|-------|
| 4.  | Proclamation: Alcohol and Drug Addiction Recovery Month  | Board |
| 5.  | Resolution Authorizing the Approval of Fireworks Shows at the Lenoir County Fair on the Dates of September 17 <sup>th</sup> and September 21, 2013 at the Lenoir County Fair Grounds     | Dail  |
| 6.  | Resolution Authorizing the Purchase of a 2013 28-HP International Tractor/Mower and Front End Loader from Mills International for Parks and Recreation Facilities in the County: \$9,885 | Ellis |
| 7.  | Resolution Approving Records Retention Schedule Amendment for the Register of Deeds  | Rich  |
| 8.  | Budget Ordinance Amendment: General Fund: Health (Adult Health-Maternal Health (HMHC): \$1,443: Decrease   | Huff  |
| 9.  | Budget Ordinance Amendment: General Fund: Health (Family Planning): \$4,862: Decrease  | Huff  |
| 10. | Budget Ordinance Amendment: General Fund: Health (Maternal Health): \$69,964: Decrease   | Huff  |
| 11. | Budget Ordinance Amendment: General Fund: Process Funds: \$2,240: Increase   | Kelly |
| 12. | Resolution Authorizing the Acceptance of a Grant in the Amount of \$42,000 from the North Carolina Tobacco Trust Fund Commission   | Kelly |

**PUBLIC HEARING/RESOLUTION**

- |     |   |        |
|-----|---|--------|
| 13. | Public Hearing Regarding the Exchange of Real Property between Lenoir County and Walter Poole, Jr. and Sylvia K. Poole  | Pope   |
| 14. | Resolution Authorizing Lenoir County to Enter into a Contract and Agreement with Walter and Sylvia Poole to Trade 4.53 Acres of County Property in the Hwy. 70 Industrial Park for Property Owned by the Poole's at 1278 Hwy. 258 North                                   | Pope   |
| 15. | Public Hearing Regarding Voluntary Title VI Public Involvement  | Harper |
| 16. | Resolution Approving the Rural Operating Assistance Program (ROAP): Elderly Disabled Transportation Assistance Program (EDTAP) \$69,377; Employment Transportation Assistance Program (EMP) \$23,999; Rural General Public (RGP) Funding \$89,431 for FY 13-14: \$182,807 | Harper |
| 17. | Resolution Approving the Acceptance of New Advertising Rates for Lenoir County Transit  | Harper |

**APPOINTMENTS: 5 Min.**

- |     |  |        |
|-----|--|--------|
| 18. | Resolution Approving Citizens to Boards, Commissions, Etc. <b>5 Min.</b> | Martin |
|-----|--|--------|

**OTHER ITEMS: 10 Min.**

- |     |   |  |
|-----|---|--|
| 19. | <b>Items from County Manager / County Attorney / Commissioners Public Comments/<br/>Closed Session (if necessary)</b> |  |
|-----|---|--|

**TO:** Chairman and Members of the Board  
**FROM:** Mike Jarman, County Manager  
**DATE:** September 16, 2013  
**SUBJECT:** Items of Interest

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1. Lenoir County Financial Performance Summary: August 31, 2013
  
2. Monthly Status Report: 2011 CDBG NC Catalyst Project  
2012 CDBG Scattered Site Housing Assistance Project
  
3. Lenoir County Inspections Permit Report: August 2013

**LENOIR COUNTY**  
**FINANCIAL PERFORMANCE SUMMARY-2013-14**  
**AUGUST 31, 2013**

**REVENUES**

**16.67%**

DESCRIPTION	BUDGET FOR YEAR	REVENUES TO DATE	REMAINING BALANCE	% REC'D
<b>GENERAL FUND:</b>				
Health Department	1,841,688	179,399	1,662,289	9.74%
Public Assistance (DSS)	9,506,499	1,036,274	8,470,225	10.90%
Property Taxes	33,652,420	2,928,824	30,723,596	8.70%
Sales Taxes	6,150,000	0	6,150,000	0.00%
Other General	13,525,834	1,431,895	12,093,938	10.59%
<b>TOTAL GENERAL</b>	<b>64,676,441</b>	<b>5,576,392</b>	<b>59,100,048</b>	<b>8.62%</b>
<b>OTHER FUNDS:</b>				
Employee Insurance	3,970,000	611,553	3,358,447	15.40%
Vehicle Replacement	350,000	0	350,000	0.00%
Fed Seized Property	20,000	1,523	18,477	7.62%
State Controlled Substance	20,000	246	19,754	1.23%
School Capital Fund	3,100,800	0	3,100,800	0.00%
Transportation Fund	1,324,336	67,321	1,257,015	5.08%
Scrap Tire Disposal	135,000	19,607	115,393	14.52%
Emergency Telephone	353,287	28,951	324,336	8.19%
Revaluation Fund	54,549	0	54,549	0.00%
Automation-Preservation Fnd	21,600	4,323	17,277	20.01%
MSW Landfill-Debt Service	0	4	-4	
Capital Improve Fund	5,053,412	11,375	5,042,037	0.23%
Fire Districts	1,347,606	107,498	1,240,108	7.98%
Solid Waste Management	3,436,974	1,313,620	2,123,354	38.22%
Trust and Agency Fund:				
Smart Start Program	104,273	0	104,273	0.00%
<b>TOTAL OTHER FUNDS</b>	<b>19,291,837</b>	<b>2,166,021</b>	<b>17,125,816</b>	<b>11.23%</b>
<b>GRAND TOTAL</b>	<b>83,968,278</b>	<b>7,742,413</b>	<b>76,225,864</b>	<b>9.22%</b>

Project Based Revenues:	BUDGET	TO DATE	REMAINING	% REC
<b>SCHOOL CONSTRUCTION FUND</b>	<b>72,623,867</b>	<b>72,623,867</b>	<b>0</b>	<b>100.00%</b>
<b>CAPITAL PROJECTS FUND</b>	<b>36,075,003</b>	<b>28,983,267</b>	<b>7,091,736</b>	<b>80.34%</b>
<b>CDBG RELATED PROJECTS</b>	<b>3,813,688</b>	<b>2,825,001</b>	<b>988,687</b>	<b>74.08%</b>
<b>Total Project Based</b>	<b>112,512,558</b>	<b>104,432,135</b>	<b>8,080,423</b>	

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

Project Based Expenditures:	BUDGET	EXPENDED TO DATE	ENCUMBERED	REMAINING
<b>SCHOOL CONSTRUCTION FUND</b>	<b>72,623,867</b>	<b>72,623,867</b>	<b>0</b>	<b>0</b>
<b>CAPITAL PROJECTS FUND</b>	<b>36,075,003</b>	<b>27,816,517</b>	<b>0</b>	<b>8,258,486</b>
<b>CDBG RELATED PROJECTS</b>	<b>3,813,688</b>	<b>2,800,001</b>	<b>0</b>	<b>1,013,687</b>
<b>Total Project Based</b>	<b>112,512,558</b>	<b>103,240,385</b>	<b>0</b>	<b>9,272,173</b>

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

**LENOIR COUNTY**  
**FINANCIAL PERFORMANCE SUMMARY - 2013-14**  
**AUGUST 31, 2013**

**EXPENDITURES**

**16.67%**

DESCRIPTION	BUDGET FOR YEAR	EXPENDITURES TO DATE	ENCUMBRANCE	UNENCUMBERED BALANCE	% EXPEND/ENCUMBR
<b>GENERAL FUND:</b>					
Governing Body	201,793	47,480	0	154,313	23.5%
County Manager	277,122	43,146	0	233,976	15.6%
Finance	192,306	33,840	0	158,466	17.6%
Human Resources	196,775	32,347	0	164,428	16.4%
Tax Office	773,628	132,236	5,288	636,104	17.8%
Legal	62,500	3,750		58,750	6.0%
Court Facility	594,232	50,698	93,776	449,758	24.3%
Elections	371,136	69,006	21,195	280,935	24.3%
Register of Deeds	278,053	49,566	36,368	192,119	30.9%
Non-Departmental	1,228,950	625,279		603,671	50.9%
Process Funds	872,272	106,851	630	764,791	12.3%
Outside Agencies	129,500	17,331		112,169	13.4%
Management Info Systems	917,862	211,132	114,377	592,353	35.5%
Public Buildings	568,781	52,184	56,354	460,243	19.1%
Sheriff	4,524,542	748,749	166,251	3,609,542	20.2%
Sheriff - Civil Process	279,886	-855	0	280,741	-0.3%
Central Communications	1,387,913	199,603	112,786	1,075,524	22.5%
Jail	3,549,940	537,834	706,267	2,305,839	35.0%
Emergency Management	427,040	62,008	42,471	322,561	24.5%
Emergency Medical Services	3,743,074	642,979	382,507	2,717,588	27.4%
Non-Emergency Services	353,271	46,703	38,595	267,973	24.1%
Fire Protection	28,279	28,279	0	0	100.0%
Inspections	221,293	35,119	0	186,174	15.9%
Medical Examiner	40,000	1,200		38,800	3.0%
Economic Development	276,225	39,852	4,813	231,560	16.2%
Veterans Service Office	33,241	2,666	0	30,575	8.0%
Cooperative Extension	390,984	38,626	13,539	338,819	13.3%
JCPC - Parenting Matters	35,194	3,341		31,853	9.5%
Cooperative Ext-Grants	122,374	12,537	1,650	108,187	0.0%
Soil Conservation	113,355	18,036		95,319	15.9%
Health Department	3,982,747	509,043	336,817	3,136,887	21.2%
BioTerrorism - Health	34,237	6,437	0	27,800	18.8%
M. Health Department	245,715	40,952		204,763	16.7%
Public Assistance (DSS)	13,625,682	1,579,449	294,245	11,751,988	13.8%
Education	9,900,000	1,650,000		8,250,000	16.7%
Community College	2,235,000	372,500		1,862,500	16.7%
Cultural	740,500	123,417		617,083	16.7%
Recreation	799,000	66,583		732,417	8.3%
Debt Service	7,989,715	1,056,539		6,933,176	13.2%
Transfer to Other Funds	2,882,324	0		2,882,324	0.0%
Contingency	50,000	0		50,000	0.0%
<b>TOTAL GENERAL</b>	<b>64,676,441</b>	<b>9,296,443</b>	<b>2,427,929</b>	<b>52,952,069</b>	<b>18.1%</b>
<b>OTHER FUNDS:</b>					
Employee Insurance Fund	3,970,000	390,891		3,579,109	9.8%
Vehicle Replacement Fund	350,000	0	0	350,000	0.0%
Fed Seized Property Fund	20,000	1,192	2,150	16,658	16.7%
State Controlled Substance Fund	20,000	0	14,144	5,856	70.7%
School Capital Fund	3,100,800	0		3,100,800	0.0%
Transportation Fund	1,324,336	117,479	116,091	1,090,766	17.6%
Scrap Tire Disposal Fund	135,000	8,972		126,028	6.6%
Emergency Telephone Fund	353,287	93,175	39,636	220,476	37.6%
Revaluation Fund	54,549	8,284		46,265	15.2%
Automation-Preservation Fund	21,600	0	0	21,600	0.0%
MSW Landfill-Debt Service	0			0	
Capital Improvements Fund	5,053,412	63,382	5,843	4,984,187	1.4%
Fire Districts	1,347,606	16,973	0	1,330,633	1.3%
Solid Waste Management	3,436,974	374,559	91,287	2,971,128	13.6%
Trust & Agency Fund					
Family & Caregiver-Smart Start	104,273	8,564	0	95,709	8.2%
<b>TOTAL OTHER FUNDS</b>	<b>19,291,837</b>	<b>1,083,471</b>	<b>269,151</b>	<b>17,939,215</b>	<b>7.0%</b>
<b>GRAND TOTAL</b>	<b>83,968,278</b>	<b>10,379,914</b>	<b>2,697,080</b>	<b>70,891,284</b>	<b>15.6%</b>

# Monthly Performance Status Report

*(Due on 1<sup>st</sup> of each month)*

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

Activity	Performance Schedule (On/Off)	Current Performance Status (If Off Schedule)	Remedy to get back on Schedule (If Off Schedule)
Rehabilitation	On		
Rehab/Reconstruction: Replacement Housing	On		
Temporary Relocation	On		
Clearance	On		
Sidewalk Improvements	On		
Flood/Drainage Improvements	On		
Street Improvements	On		
Sewer Improvements	On		
Water Improvements	On		
Administration	On		

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

Title: CDBG Project Manager  
 Title: County Manager *(City/County Manager or Clerk)*  
 Date: September 16, 2013  
 Title: County Manager

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

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

# Monthly Performance Status Report

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

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

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

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

Title: CDBG Project Manager  
 Title: County Manager *(City/County Manager or Clerk)*  
 Date: September 16, 2013  
 Title: County Manager

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

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



**LENOIR COUNTY  
PLANNING & INSPECTIONS DEPARTMENT**

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



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**LENOIR COUNTY INSPECTIONS  
PERMIT/INSPECTION REPORT**

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**AUGUST 2013**

**PERMITS ISSUED: 120**

**PERMITS VALUE: \$ 1,515,246**

**PERMIT FEES: \$ 9,763**

**SINGLE FAMILY DWELLINGS: 2**

**MOBILE HOMES: 9**

**COMMERCIAL: 2**

**ADDITIONS: 7**

**ELECTRICAL: 43**

**PLUMBING: 14**

**MECHANICAL: 28**

**OTHER: 15**

**TOTAL INSPECTIONS: 223**

Printed: 09-03-2013

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

Code	Prms	Valuation	Fees Paid	Units	[Designated period: 08/01/13 to 08/31/13]		[Prior period: 08/01/12 to 08/31/12]		
					Prms	Valuation	Prms	Valuation	Fees Paid
NEW RES. HOUSEKEEPING - LENOIR COUNTY									
* Single Family Houses Detached	101B	2	345,000.00	825.00	2	1	200,000.00	649.00	1
* Single Family Houses Attached	102B		.00	.00	0	0	.00	.00	0
* 2 Family Building	103B		.00	.00	0	0	.00	.00	0
* 3 and 4 Family Buildings	104B		.00	.00	0	0	.00	.00	0
* 5 or More Family Buildings	105B		.00	.00	0	0	.00	.00	0
* TOTAL INFORMATION 101-105	109B		.00	.00	0	0	.00	.00	0
NEW RESIDENTIAL NON-HOUSEKEEPING BL:									
* Hotels, Motels & Tourist Cabins	213B		.00	.00	0	0	.00	.00	0
* Other Non-Housekeeping Shelter	214B		.00	.00	0	0	.00	.00	0

NEW NON-RESIDENTIAL BUILDINGS:									
* Amusement, Social, & Recreational	318B	1	13,000.00	144.00	1	2	6,000.00	150.00	2
* Churches & Other Religious	319B		.00	.00	0	0	.00	.00	0
* Industrial	320B		.00	.00	0	1	1,300,000.00	3,350.00	1
* Prkng Garages (Blds & Open Decked)	321B		.00	.00	0	1	13,000.00	50.00	1
* Service Stations & Repair Garages	322B		.00	.00	0	0	.00	.00	0
* Hospitals & Institutional	323B	1	416,000.00	1,282.00	1	1	85,000.00	845.00	1
* Offices, Banks, & Professional	324B		.00	.00	0	0	.00	.00	0
* Public Works & Utilities	325B		.00	.00	0	0	.00	.00	0
* Schools & Other Educational	326B		.00	.00	0	0	.00	.00	0
* Stores & Customer Services	327B		.00	.00	0	0	.00	.00	0
* Other Non-Residential Bldgs	328B		.00	.00	0	0	.00	.00	0
* Structures Other than Buildings	329B		.00	.00	0	0	.00	.00	0

ADDITIONS, ALTERATIONS, & CONVERSION									
* Residential	434B	6	85,000.00	339.00	6	3	44,000.00	297.00	3
* Non-Residential & Non-Housekeeping	437B		.00	.00	0	0	.00	.00	0
* Adds of Res. CP/Garages (Atch/Detc)	438B	1	10,000.00	50.00	1	0	.00	.00	0

DEMOLITIONS AND RAZING OF BUILDINGS:									
* Single Family Houses (Atch/Detach)	645B		.00	.00	0	0	.00	.00	0
* 2 Family Buildings	646B		.00	.00	0	0	.00	.00	0
* 3 & 4 Family Buildings	647B		.00	.00	0	0	.00	.00	0
* 5 or More Family Buildings	648B		.00	.00	0	0	.00	.00	0
* All Other Buildings and Structures	649B		.00	.00	0	0	.00	.00	0

TOTALS FOR PERMITS THIS PAGE

11	869,000.00	2,640.00	11	9	1,648,000.00	5,341.00	9
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Lenoir County  
 PERIODIC REPORT OF ISSUED PERMITS (GROUPED BY REPORT CODE)

Printed: 09-03-2013

Code	Prms	Designated period: 08/01/13 to 08/31/13			Prior period: 08/01/12 to 08/31/12			
		Valuation	Fees Paid	Units	Prms	Valuation	Fees Paid	Units
MOBILE/MODULAR OFFICE/CLASSROOM								
*MOBILE OFFICE	740B	.00	.00	0	0	.00	.00	0
*MODULAR CLASSROOM	750B	.00	.00	0	0	.00	.00	0
*MODULAR OFFICE	730B	.00	.00	0	0	.00	.00	0
ELECT./PLUMB/HEAT/A/C/INS/TEMP POLE:								
*ELECTRICAL	800B	94,600.00	2,726.00	41	50	110,180.00	2,753.00	49
*PLUMBING	810B	16,500.00	700.00	14	16	25,750.00	962.00	16
*HEATING/ AIR CONDITIONING	820B	97,300.00	1,500.00	27	28	105,250.00	1,701.00	28
*INSULATION	830B	11,600.00	372.00	5	4	6,600.00	200.00	4
*TEMPORARY POLE	840B	1,750.00	100.00	1	0	.00	.00	0
RESIDENTIAL ACCESSORY STRUCTURES								
*STORAGE/PORCHES/PATIOS/DECKS	900B	.00	.00	0	0	.00	.00	0
MISCELLANEOUS:								
*CHANGE OF OCCUPANCY	910B	.00	.00	0	0	.00	.00	0
*INSPECT DWELLING	920B	.00	.00	0	0	.00	.00	0
*TENTS	930B	.00	.00	0	0	.00	.00	0
*SAATELLITE DISH	940B	.00	.00	0	0	.00	.00	0
*AWNING	950B	.00	.00	0	0	.00	.00	0
*EXTRA INSPECTIONS	960B	650.00	450.00	7	13	547.00	897.00	13
*FIRE PROTECTION SPRINKLER SYSTEM	966B	.00	.00	0	0	.00	.00	0
*MOVING DWELLING ONLY	970B	.00	.00	0	0	.00	.00	0
*SIGN	980B	.00	.00	0	1	2,250.00	50.00	1
*FIREWORKS	985B	.00	.00	0	0	.00	.00	0
*SWIMMING POOL	990B	.00	.00	0	1	48,000.00	100.00	1
*TANKS	995B	.00	.00	0	0	.00	.00	0
MOBILE HOMES								
*SINGLE WIDE MOBILE HOME	700B	147,198.00	450.00	4	4	26,000.00	400.00	4
*DOUBLE WIDE MOBILE HOME	710B	251,648.00	625.00	5	4	86,809.00	475.00	4
*MODULR HOME	720B	.00	.00	0	0	.00	.00	0
TOTALS FOR PERMITS ABOVE (incl. pg 1)	119	1,490,246.00	9,563.00	115	130	2,059,386.00	12,879.00	129
Totals of other permits in the period	1	25,000.00	200.00	0	0	.00	.00	0
TOTAL FOR ALL PERMITS IN THE PERIOD	120	1,515,246.00	9,763.00	115	130	2,059,386.00	12,879.00	129

This Report was printed on Tuesday, September 03, 2013

Lenoir County

Item Totals for Inspector ID

G W D 1  
 GO 97  
 GO RD 2  
 GO WH 6  
 GON 1  
 VW 116

223 Entries for Inspector ID :

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

	Inspections	Re-Inspections	Based On # Activities
#ACTIVITIES	INSPECTIONS	PASSED CORRECTIONS	RE-INSPECTIONS REQUIRED
223	198	172	32
%INSPECTIONS	%PASSED	%CORRECTIONS	%RE-INSPECTIONS REQUIRED
	89	87	14
		13	
		11	
		76	
		24	

## MINUTES

### LENOIR COUNTY BOARD OF COMMISSIONERS

September 3, 2013

The Lenoir County Board of Commissioners met in open session at 9:00 a.m. on Tuesday, September 3, 2013, in the Board of Commissioner Main Meeting Room in the Lenoir County Courthouse at 130 S. Queen St., Kinston, NC.

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

Also present were: Michael W. Jarman, County Manager, Martha Martin, Finance Officer, Robert Griffin, County Attorney, members of the general public and news media.

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

#### **PUBLIC INFORMATION**

Mr. Victor Kosinski, the Veterans Employment Consultant with the Division of Workforce Solutions, formerly the Employment Security Commission, addressed the Board and said there would be a Veteran's Fair held on Thursday, September 12, 2103 from 9:00 a.m. until noon at The Vernon Park Mall. He stated any veteran or family member of a veteran will be able to speak with representatives from various staffing agencies, The Division of Workforce Solutions, AM Vets, the State Employees Credit Union, Lenoir Community College, Eastpointe and many more organizations will be represented. This will provide an opportunity for learning what is available to them, as well as them being able to get answers to any questions or concerns they might have. This was started one year ago at the National Guard Armory, but is being held this year at The Vernon Park Mall. Mr. Kosinski said he hopes everyone will be able to join them.

Mr. Guy Baysden spoke on behalf of the AM Vets and as the chairman of the committee for the 911 ceremony. He stated there will be a commemorative service held on Wednesday, September 11, 2013 at Pearson Park beginning at 10:00 a.m., for the September 11<sup>th</sup> anniversary. This ceremony will focus on how the past twelve years, since September 11, 2001, have been impacted by that fateful day. Mr. Baysden said we have much to reflect upon and to honor. He reminded us the importance of our first responders and the state of readiness we should be in. He said that whenever the silence was broken, there were those that stood ready, and they continue to do that today. Mr. Baysden invited all to come out and take part in the ceremony.

## **ITEMS FROM THE CHAIRMAN/COMMISSIONERS**

Mr. Daughety presented a resolution Expressing Gratitude and Appreciation to the United States Armed Forces. He said the military had a tremendous presence in Lenoir County although there is not a base located within the county. Mr. Daughety said there are many people who live in Lenoir County, but work at one of the military bases in adjacent counties. He stated in a spirit of regional support, all counties need to pull together and be unified as a region. Mr. Daughety stated with the base realignments and closures that will take place in 2014, he saw the need to sit down with leaders from Craven and Onslow counties to draft this resolution. Upon a motion by Mr. Daughety and a second by Mr. Rouse, the resolution passed unanimously.

Ms. Brown gave a synopsis of the 106<sup>th</sup> annual NCACC Conference she attended last week in Guilford County and stated the theme of the conference was "Unlocking Opportunities in 2013". She stated one of the highlights of the conference was a speech given by a Lenoir County 4-Her, Joel Dixon, a 10<sup>th</sup> grade student from Kinston High School. Ms. Brown said another highlight was a gentleman from Milwaukee, Wisconsin, who was recently featured in Parade Magazine. This man was responsible for starting the Community Garden programs in the country. She said he told of how he saw so many hungry people and so many people that were not eating healthy, nutritious food. He was given land by the city of Milwaukee, which he in turn divided into plots for families to raise healthy foods.

Ms. Brown said she was disappointed in the district caucus. She stated Lenoir County had not had a person serve as the district director since 1999, and Wayne, Craven and Jones Counties had gotten together in support of Wayne County having someone serve as the director for this term. Ms. Brown said she did bring back a USB port for each of the commissioners, which had highlights from the conference.

Mr. Hill said he wanted to invite everyone to attend the Kinston Noon Rotary meeting this coming Thursday, September 5<sup>th</sup> at Kings Restaurant at 1:00 p.m. This month, Mr. John Chaffee, the CEO of the Eastern Region will be the speaker, and he will talk about the changes taking place within the Eastern Region.

## **ITEMS FROM THE COUNTY MANAGER**

Mr. Jarman said Mr. Rouse had asked at the last Commissioners' meeting for a report of the sales tax received by the County. Mr. Jarman stated the enclosed Sales Tax report for FY12-13 was broken down into each sales tax category, and the amount received thus far. He said there was still one month outstanding that had not been received, and it looked as if we would exceed 100% collection, but not by very much.

Mr. Jarman also reminded the Commissioners about the Fall Litter Sweep which will take place from September 21 – October 5, 2013.

## **CONSENT AGENDA**

3. Approval of Minutes: Board Meeting: August 19, 2013 Mervin/Jarman
4. Resolution approving Releases and Refunds to the Individuals Listed Herein Parrish

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

## **RESOLUTIONS/BUDGET ORDINANCE AMENDMENTS:**

Item No. 5 was a Resolution Honoring Ms. Barbara Perry. Dana King, Elections Director, introduced Ms. Perry and stated what an honor it had been to work with her these past 21 years. Ms. Brown then read the Resolution honoring Ms. Perry. Ms. Perry thanked everyone and was then personally congratulated by each of the Commissioners.

Item No. 6 was a Resolution Approving Presentation of Badge and Service Weapon to Retiring Deputy Randy Moore. Sheriff Hill stated Mr. Best would be reading the resolution honoring retiring Randy Moore. Mr. Best then read the resolution which requested the Board to authorize Sheriff Chris Hill to present to retiring Deputy Randy Moore, his Lenoir County Sheriff's Office badge and Glock .45 caliber service weapon, pursuant to state law and past county practices. In keeping with the North Carolina General Statutes and local government practices, it is recommended that Deputy Randy Moore be presented with his badge and Glock .45 caliber service weapon (serial number NMA076). Mr. Best then presented a plaque and his service weapon to Mr. Moore. Mr. Moore then addressed the Board and told them he had met many good people while in the Sheriff's Department and would cherish all of the fond memories. Mr. Moore was then personally congratulated by each of the Commissioners.

Item No.7 was a Budget Ordinance Amendment: General Fund: Non-Departmental: \$15,714: Increase. Ms. Martin stated this Budget Ordinance Amendment is to appropriate additional property tax revenue received by the County as a result of a business personal property tax audit being conducted by County Tax Services, Inc. The County contracted with County Tax Services, Inc. in May of 2010 to conduct the audit. County Tax Services, Inc. receives a 30% commission on all business personal property discoveries found as a result of the audit. The County pays this commission only after the taxpayer pays the discovery tax bill. The Board approved the contract with County Tax Services, Inc. on May 17, 2010, Item #8. Upon a motion by Ms. Brown and a second by Mr. Hill, Item No. 7 was unanimously approved.

Item No. 8 was a Budget Ordinance Amendment: General Fund: Health (WIC Program State): \$5166: Decrease. Mr. Huff stated this Budget Ordinance Amendment is due to the State Budget for WIC supporting 2% increase in salaries by reducing operating expenses. Upon a motion by Ms. Brown and a second by Mr. Best, Item No. 8 was unanimously approved.

Item No. 9 was a Budget Ordinance Amendment: General Fund: Health: \$16,487: Increase. Mr. Huff stated this Budget Ordinance Amendment is due to the increase to Child Coordination for Children in regard to monthly projections of receiving \$11,942.40 a month. Upon a motion by Ms. Brown and a second by Mr. Hill, Item No. 9 was unanimously approved.

Item No. 10 was a Budget Ordinance Amendment: General Fund: Health: \$19,305: Decrease. Mr. Huff stated this Budget Ordinance Amendment is due to a decrease to Pregnancy Care Management in regard to monthly projections of receiving \$13,337.10 a month. Upon a motion by Mr. Daughety and a second by Mr. Hill, Item No. 10 was unanimously approved.

Item No. 11 was a Budget Ordinance Amendment: Trust and Agency Fund: Finance/Extension-Family Caregiver: \$54,094: Decrease. Ms. Kelly stated this Budget Ordinance Amendment is to decrease the budgeted amounts of the Partnership for Children Program. Whenever the budget was being compiled, it was thought that the Partnership for Children would be receiving the same funding as FY 12-13. However, on August 20, the county received notification from the Lenoir-Greene Partnership, that they would only be receiving \$47,629 from the NC Partnership for Children. Therefore, the budget is being decreased accordingly. Upon a motion by Mr. Daughety and a second by Ms. Brown, Item No. 11 was unanimously approved. Ms. Kelly told the Board there would be a reception for Ms. Evelyn Kittrell, the worker who was retiring due to these cuts, on Thursday, September 26<sup>th</sup> from 4:00 p.m. until 6:00 p.m., and everyone was invited.

Item No. 12 was a Budget Ordinance Amendment: General Fund: COOP Ext-Kate B. Reynolds: \$78,001: Increase. Ms. Kelly stated this Budget Ordinance Amendment is to set up grant funds from the Kate B. Reynolds Grant. This is the second of three installment payments of this grant. This grant was initially approved in FY-11-12, with the grant funds being designated to provide a healthy food access program in Lenoir County. Any unexpended funds will be rolled over into FY 14-15. Upon a motion by Mr. Daughety and a second by Mr. Hill, Item No. 12 was unanimously approved.

Item No. 13 was a Resolution Authorizing Acceptance of Community Transformation Grant Funds: \$2,240. Ms. Kelly stated the Board is requested to authorize the acceptance of Community Transformation Grant funds in the amount of \$2,240 to support access to healthy local foods, by providing marketing and supplies to the Lenoir County Farmer's Market and LCFM Annex. She also said she would like to thank Mr. Huff who was instrumental in helping her obtain these funds from the Region 10 grant monies, which would be used to purchase a cooling fan and a sound system for the Farmers' Market. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 13 was unanimously approved.

Item No. 14 was a Resolution Authorizing the Acceptance of the 50% Match of the State of North Carolina's Appropriated Special Leave Provision to the Lenoir County Employees of North Carolina Cooperative Extension: Ms. Kelly stated the Board is requested to authorize the acceptance of the award of a proportional match (50%) of the State of North Carolina Appropriated "Special Leave" provision to Lenoir County Employees of N.C. Cooperative Extension. She stated this will enable our local employees to receive the full benefit intended by the State of North Carolina. Ms. Kelly also said this leave was different from the bonus leave given to State employees several years ago, in that the leave had to be taken in this fiscal year. Upon a motion by Ms. Sutton and a second by Mr. Daughety, Item No. 14 was unanimously approved.

Item No. 15 was a Resolution Authorizing Lenoir County to Enter into a Contract and Agreement with Walter and Sylvia Poole to Trade 4.53 Acres of County Property in the Hwy. 70 Industrial Park for Property Owned by the Poole's at 1278 Hwy. 258 North. This resolution was pulled and will be scheduled at a later date.

Item No. 16 was a Resolution Approving Citizens to Boards, Commissions, Etc. There was no action to be taken.

Item No. 17 was an add-on Resolution Approving an Economic Development Grant Agreement: Associated Materials, LLC: \$60,000. Mark Pope addressed the Board and stated this resolution and grant agreement were relative to the press release last week from the Governor's office about the expansion of AMI. He stated AMI has had a presence in Lenoir County for over 25 years. He said the parent company in Ohio had determined there was a high turnover ratio in the workforce whenever contract labor was used. They determined by hiring full-time employees and providing them with benefits the turnover ratio was much lower. Mr. Pope also said he would like to thank Bobby Merritt and Lenoir Community College for their cooperation in training the local workforce to be able to work at our local facilities. He said we pull workers from area military bases, and have been very successful in training workers for Spirit, Smithfield, etc. Mr. Pope also praised the STEM (Science, Technology, Engineering, Math) program in our area schools for preparing the workforce of the future.

Ms. Brown asked why the STEM program was available only at Contentnea/Savannah and the charter schools. Mr. Pope answered by saying they would not go into all of the middle schools at first without having the support of the community. He also said there is a tremendous amount of cost involved in setting up the labs for the schools. Mr. Pope said once the program has been proven, they will begin to branch out into the other schools. He also said STEM will probably branch out into STEAM (Science, Technology, Engineering, Arts, Math) in the near future.

Mr. Pope then read the press release from the Governor's office regarding the AMI expansion. Upon a motion by Mr. Daughety and a second by Ms. Sutton, Item No. 17 was unanimously approved. Attorney Griffin pointed out to the Board the benefit this Economic Development Agreement was to the County. He stated the number of full-time jobs that were being provided plus the benefits. He also said the County doesn't pay out any funds at all, until the incentives have been met.

**CLOSED SESSION:**

Upon a motion by Mr. Daughety and a second by Mr. Best, the commissioners went into closed session at 9:53 a.m. to discuss matters relating to the location or expansion of industries or other businesses in the area served by Lenoir County.

**OPEN SESSION:**

The commissioners came out of closed session at 10:14 a.m. Mr. Davis stated the Board had met to discuss matters relating to the location or expansion of industries or other businesses in the area served by Lenoir County, but no action was taken

With no further discussion Mr. Davis adjourned the meeting at approximately 10:15 a.m.

Respectfully Submitted,

Reviewed By,

\_\_\_\_\_  
Faye H. Mervin

\_\_\_\_\_  
Michael W. Jarman

Deputy Clerk

County Manager

*PROCLAMATION*

***“Alcohol and Drug Addiction Recovery Month”***

**WHEREAS**, treatment and recovery improve a community’s welfare and provide a renewed outlook on life for those who struggle with substance abuse disorders and their family and friends; and

**WHEREAS**, recent studies show that 23.2 million people aged 12 or older in the United States needed treatment for a substance abuse disorder, and that 5.4 million adults also suffered from a concurrent mental illness; and

**WHEREAS**, additional studies have indicated that 8.9% of people who made an effort to get treatment, but did not receive it, were concerned that receiving treatment might cause neighbors and community members to have negative opinions of them. However, most say they would not have a negative opinion of a relative or friend in recovery from and addiction; and

**WHEREAS**, resources exist online and in our communities to increase people’s awareness about how substance abuse disorder affect children, families, and our society; and

**WHEREAS**, such education is essential to overcoming misconceptions and achieving long-term recovery; and

**WHEREAS**; to help achieve this goal, the U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration; the White House Office of National Drug Control Policy; and Eastpointe invite all residents of Bladen, Columbus, Duplin, Edgecombe, Greene, Lenoir, Nash, Roberson, Sampson, Scotland, Wayne and Wilson Counties to participate in the recognition of **“National Alcohol and Drug Addiction Recovery Month”**.

*Now, therefore, we, the Board of Commissioners of Lenoir County, NC, in recognition of this event, do hereby proclaim the month of September 2013, as*

**ALCOHOL AND DRUG ADDICTION RECOVERY MONTH**

*in the Eastpointe catchment area, and call upon citizens to observe this month with appropriate programs, activities, and ceremonies supporting our them of: **“Join the Voices for Recovery: Together We Learn – Together We Heal.”***

\_\_\_\_\_  
Reuben Davis., Chairman  
Lenoir County Board of Commissioners

ATTEST:

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

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 09/16/13 **ITEM NO.:** 5

**RESOLUTION:** AUTHORIZING THE APPROVAL OF FIREWORKS SHOWS AT THE LENOIR COUNTY FAIR ON THE DATES OF SEPTEMBER 17 AND SEPTEMBER 21, 2013, AT THE LENOIR COUNTY FAIRGROUNDS

**SUBJECT AREA:** LEGAL

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**ACTION REQUESTED:**

Lenoir County Emergency Services request approval for the fireworks show to be held at the annual Lenoir County Fair on September 17<sup>th</sup> and September 21, 2013.

**HISTORY/BACKGROUND:**

Commissioners must approve all firework shows held in the county. Approval must be granted prior to the issuance of permits. The Lenoir County Fair Association has hired Mr. Jeff Hale, of Hale Artificier, Inc. to handle the fireworks show for this year. Mr. Hale has acquired all licenses and permits necessary to handle this event as well as a Certificate of Insurance.

**EVALUATION:**

Lenoir County Fire Marshal's office and the Lenoir County Inspections' Department have reviewed the documents submitted by Jeff Hale, of Hale Artificier. Site plans show a safety zone has been set at the fairgrounds for this event. The Lenoir County Fire Marshal will ensure that the fire codes are complied with at this event.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

\_\_\_\_\_  
Initials

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**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that the fireworks shows be approved for the Lenoir County Fair Association on the dates of September 17<sup>th</sup> and September 21, 2013, at the Lenoir County Fairgrounds, located at 401 Fairgrounds Road, Kinston, NC.

**AMENDMENTS:**

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

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

YEA VOTES: Davis \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughtey \_\_\_\_\_

Hill \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Reuben J. Davis, Chairman      09/16/13  
Date

\_\_\_\_\_  
ATTEST      09/16/13  
Date

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 09/16/13 **ITEM NO.:** 6

**RESOLUTION:** Authorizing: the Purchase of a 2013 28 HP International Tractor/Mower and Front End Loader from Mills International for Parks and Recreation Facilities in the County: \$9,885

**SUBJECT AREA:** Purchases/Bids

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**ACTION REQUESTED:**

The Board is requested to approve the purchase of a 2013 28-HP International tractor/mower and front end loader from Mills International for use at county recreation facilities in the amount of \$9,885 from Account #40-4930-5101.

**HISTORY/BACKGROUND:**

The current 1984 tractor had an engine fire and was not repairable. The 2013 International tractor is slightly used and has very low hours. This tractor is the perfect size and has a front end loader which will be used to move dirt around ball fields. Also, the tractor is small enough to tow between the school sites and will be used daily.

**EVALUATION:**

The tractor is needed for routine maintenance on county owned recreation facilities and will be purchased within the capital outlay budget account # 40-4930-5101.

**MANAGER'S RECOMMENDATION:**

Respectfully Recommend Approval.

  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the board authorizes the purchase of a 2013 International 28-HP tractor/mower with a front end loader from Mills International in the amount of \$9,885.00.

Acct. #40.4930.5101

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Daughety \_\_\_\_\_ Sutton \_\_\_\_\_

Hill \_\_\_\_\_ Best \_\_\_\_\_ Rouse \_\_\_\_\_ Davis \_\_\_\_\_

\_\_\_\_\_  
Reuben Davis, Chairman  
Lenoir County Board of Commissioners

09/16/13  
Date

\_\_\_\_\_  
ATTEST

09/16/13  
DATE

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 09/16/13 **ITEM NO.:** 7

**RESOLUTION:** Approving “Records Retention Schedule Amendment” for the Register of Deeds

**SUBJECT AREA:** Administrative

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**ACTION REQUESTED:**

The Board is requested to approve a “Records Retention Schedule Amendment” for the Register of Deeds Office.

**HISTORY/BACKGROUND:**

The State Archives of North Carolina is the division of the North Carolina Department of Cultural Resources charged with administering a records management program. A schedule is sent to each Register of Deeds Office in the State of North Carolina which contains guidelines as to how long records are to be kept in the office of the Register of Deeds. The Register of Deeds Office falls under the Public Records Law, therefore only a few records are ever destroyed.

**EVALUATION:**

The current “Records Retention Schedule Amendment” needs to be approved in order to meet the requirements of record retention in the Register of Deeds office.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

*MWJ*  
Initials

**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that: The County adopt the attached "Records Retention Schedule Amendment" as directed by the North Carolina Department of Cultural Resources, Division of Archives and Records, which is incorporated and made part of this resolution by reference.

**AMENDMENTS:**

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

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

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

\_\_\_\_\_  
Reuben J. Davis, Chairman      09/16/13  
DATE

\_\_\_\_\_  
ATTEST      09/16/13  
DATE

**Register of Deeds  
Records Retention Schedule Amendment**

Amending the Register of Deeds Records Retention and Disposition Schedule published October 10, 2012.

**STANDARD 2. BUDGET, FISCAL, AND PAYROLL RECORDS**

Amending item 26 Escheat and Unclaimed Property File as shown on substitute page 17.

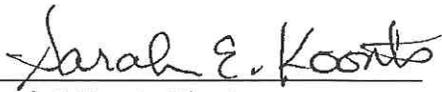
**STANDARD 5. PERSONNEL RECORDS**

Amending item 18 **Employee Eligibility Records** as shown on substitute page 39.

Amending items 36 **Family Medical Leave Act (FMLA) Records**, 45 **Leave File**, and 46 **Leave Without Pay File** as shown on substitute pages 45 and 47.

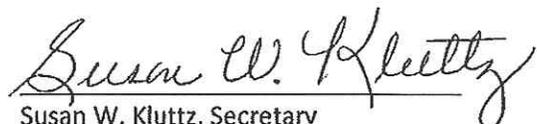
**APPROVAL RECOMMENDED**

\_\_\_\_\_  
Register of Deeds

  
\_\_\_\_\_  
Sarah E. Koontz, Director  
Division of Archives and Records

**APPROVED**

\_\_\_\_\_  
Chairman  
Board of County Commissioners

  
\_\_\_\_\_  
Susan W. Kluttz, Secretary  
Department of Cultural Resources

August 29, 2013

\_\_\_\_\_  
County

**STANDARD-2: BUDGET, FISCAL AND PAYROLL RECORDS**

ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.	<b>CREDIT CARD AND DEBIT SLIPS</b> Records of payments received from customers in the transaction of county business.	Destroy in office after 3 years. *	
19.	<b>CREDIT CARD USE FILE</b>	Destroy in office after 1 year. *	
20.	<b>DAILY CASH REPORTS</b> Daily status of cash. Reports include receipts, disbursements, cash and invested balances.	Destroy in office after 1 year. *	
21.	<b>DAILY DETAIL REPORTS</b>	Destroy in office after 1 year. *	
22.	<b>DEPOSITS</b>	a) Destroy in office official/audit copies after 3 years. * b) Destroy in office remaining records after 1 year.	G.S. § 159-32
23.	<b>DETAIL REPORT FILE (FINANCIAL RECORDS FOR GENERAL FUND OR GENERAL LEDGER)</b>	a) Destroy in office annual reports after 3 years. * b) Destroy in office all other reports after 1 year.	
24.	<b>DIRECT DEPOSIT APPLICATIONS/AUTHORIZATIONS</b> Includes related records such as bank account numbers and routing numbers.	Destroy in office when superseded or obsolete.	Comply with applicable confidentiality provisions of G.S. §132-1.10(b)(5) regarding personal identifying information.
25.	<b>DISTRICT INVESTMENT RECORDS</b>	Destroy in office after 3 years. *	
26.	<b>ESCHEAT AND UNCLAIMED PROPERTY FILE</b>	a) Destroy in office after 10 years if report was filed prior to July 16, 2012. * b) Destroy in office after 5 years if report was filed after July 16, 2012. *	Comply with applicable provisions of G.S. §116B-60 and §116B-73.

\*Records may be disposed of following minimum retention period only if released from audits or other official action (excluding litigation). If applicable, see *Litigation Case File, STANDARD-1. ADMINISTRATION AND MANAGEMENT RECORDS, item 30.*

\*\*Records in this series that are more than 60 years old, or have severe conservation concerns, may be offered to the State Archives of North Carolina for Permanent transfer.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

**STANDARD-5. PERSONNEL RECORDS**

ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.	<b>EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM RECORDS</b> Includes records requesting tuition assistance, repayments, and other related records.  See also <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 50, page 48.	Destroy in office 3 years after completion, denial, repayment, or removal from program.*	
18.	<b>EMPLOYEE ELIGIBILITY RECORDS</b> Includes the United States Immigration and Naturalization Services, Employment Eligibility Verification (I-9) forms.	a) Destroy in office certificates, I-9 forms, and statements, 3 years after individual was hired or 1 year from date of separation, whichever occurs later.  b) Destroy in office registers after 2 years.	8 USC 274a.2
19.	<b>EMPLOYEE EXIT INTERVIEW RECORDS</b>  See also <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 50, page 48.	Destroy in office after 1 year.	
20.	<b>EMPLOYEE HEALTH CERTIFICATES</b> Includes health or physical examination reports, or certificates created in accordance with Title VII and the Americans with Disabilities Act (ADA).	a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 50, page 48.  b) Destroy in office all other records 2 years after resolution of all actions.	29 CFR 1602.31

\*Records may be disposed of following minimum retention period only if released from audits or other official action (excluding litigation). If applicable, see Litigation Case File, STANDARD-1. ADMINISTRATION AND MANAGEMENT RECORDS, item 30.

\*\*Records in this series that are more than 60 years old, or have severe conservation concerns, may be offered to the State Archives of North Carolina for Permanent transfer.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

**STANDARD-5. PERSONNEL RECORDS**

ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
35.	<b>EQUAL PAY RECORDS</b> Includes reports, studies, aggregated or summarized data, and similar documentation compiled to comply with the Equal Pay Act.	Destroy in office after 2 years.	29 CFR 1620.32
36.	<b>FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS</b> Records concerning leave taken, premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over FMLA and other related records.	Item discontinued. See <b>LEAVE FILE</b> , item 45, page 47.	
37.	<b>FRINGE BENEFITS FILE</b>	Destroy in office when administrative value ends. † Agency Policy: Destroy in office after _____	
38.	<b>GRIEVANCE FILE</b> Includes initial complaint, investigations, actions, summary, and disposition. May include disciplinary correspondence, including email.  See also <b>DISCIPLINARY FILE</b> item 10, page 36 and <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 50, page 48.	Destroy in office after 2 years.	

\*Records may be disposed of following minimum retention period only if released from audits or other official action (excluding litigation). If applicable, see *Litigation Case File, STANDARD-1. ADMINISTRATION AND MANAGEMENT RECORDS, item 30.*

\*\*Records in this series that are more than 60 years old, or have severe conservation concerns, may be offered to the State Archives of North Carolina for Permanent transfer.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

**STANDARD-5. PERSONNEL RECORDS**

<b>ITEM #</b>	<b>RECORD SERIES TITLE</b>	<b>DISPOSITION INSTRUCTIONS</b>	<b>CITATION</b>
45.	<b>LEAVE FILE</b> Records concerning employee leave, including requests for and approval of sick, vacation, overtime, buy-back, shared, donated, military, etc. Includes premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over the Family Medical Leave Act (FMLA), and other related records.	Destroy in office 3 years after return of employee or termination of employment.*	29 CFR 825.110(b)(2)(i) 29 CFR 825.500(b)
46.	<b>LEAVE WITHOUT PAY FILE</b>	Item discontinued. See <b>LEAVE FILE</b> , item 45, page 47.	
47.	<b>LONGEVITY PAY REQUESTS</b>	Destroy in office when released from all audits.	
48.	<b>MERIT AND SENIORITY SYSTEM RECORDS</b>	a) Destroy in office employee-specific records after 3 years. b) Destroy in office system and plan records 1 year after no longer in effect.	29 CFR 1627.3
49.	<b>PERSONNEL ACTION NOTICES</b> Records used to create or change information in the personnel records of individual employees concerning such issues as hiring, termination, transfer, pay grade, position or job title, name change and leave.	a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 50, page 48. b) Destroy in office all remaining records 2 years from date record was created, received, or the personnel action involved.	

\*Records may be disposed of following minimum retention period only if released from audits or other official action (excluding litigation). If applicable, see *Litigation Case File, STANDARD-1. ADMINISTRATIVE AND MANAGEMENT RECORDS, item 30.*

\*\*Records in this series that are more than 60 years old, or have severe conservation concerns, may be offered to the State Archives of North Carolina for Permanent transfer.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

BUDGET ORDINANCE AMENDMENT:  
 GENERAL FUND:  
 HEALTH: (Adult Health-Maternal Health(HMHC)Budget Reduction  
 (-\$1443.00)



LENOIR COUNTY, NORTH CAROLINA  
 BUDGET AMENDMENT REQUEST

FY 2013-2014  
 Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		HEALTH		VARIOUS	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title		Amount	Account # and Title		Amount
<u>Decrease</u>			<u>Decrease</u>		
10-3517-3300	Adult Health-HR Mat Maternal Health (State)	(1,443.00)	10-5150-1930	Adult Health Medical Service Professional	(1,443.00)
Total		-1,443.00	Total		-1,443.00

**Reason and Justification for Request:**  
 Due to funding reduction in the Maternal and Child Health Block grant.

Department Head Approval	Date	Finance Officer Approval	Date
<i>[Signature]</i>	9/6/13	<i>Marsha H. Martin</i>	9-6-2013

Budget Officer Approval	Date
<i>Michael W. Jarm</i>	9/6/13

Board Approval (When Applicable)	Date	Date of Minutes

BUDGET ORDINANCE AMENDMENT:  
 GENERAL FUND:  
 HEALTH: (Adult Health-Family Planning(HMHC)Budget Reduction  
 (-\$4862.00)

Item NO. 9



LENOIR COUNTY, NORTH CAROLINA  
 BUDGET AMENDMENT REQUEST

FY 2013-2014  
 Appropriations

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

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION	
GENERAL	HEALTH	VARIOUS	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>	
Account # and Title	Amount	Account # and Title Amount	
<u>Decrease</u>		<u>Decrease</u>	
10-3502-3300 Family Planning (State) Family Planning(State)	(4,862.00)	10-5150-2390 Adult Health Family Planning Supplies	(4,862.00)
Total	(4,862.00)	Total	(4,862.00)

**Reason and Justification for Request:**  
 Due to funding reduction in the Maternal and Child Health Block grant.

Department Head Approval	Date	Finance Officer Approval	Date
<i>[Signature]</i>	9/6/13	<i>Martha A. Martin</i>	9-6-2013

Budget Officer Approval	Date
<i>[Signature]</i>	9/6/13

Board Approval ( When Applicable)	Date	Date of Minutes
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**BUDGET ORDINANCE AMENDMENT:  
GENERAL FUND:  
HEALTH: (Adult Health-HR Maternal Health) Budget Reduction  
(-\$69,964.00)**

Item NO.10



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

FY 2013-2014  
Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		HEALTH		VARIOUS	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title		Amount	Account # and Title		Amount
<u>Decrease</u>			<u>Decrease</u>		
10-3517-3300	Adult Health-HR Mat Maternal Health (State)	(69,964.00)	10-5150-1210	Adult Health Salary & Wages	(30,539.00)
			10-5150-1810	Employer (FICA)	(1,895.00)
			10-5150-1811	Employer (Medicare)	(443.00)
			10-5150-1820	Employer (Retirement)	(2,517.00)
			10-5150-1830	Employer (Insurance)	(1,614.00)
			10-5150-1870	Employer (401-K)	(1,527.00)
			10-5150-1930	Medical Service Professional	(31,429.00)
Total		-69,964.00	Total		-69,964.00

**Reason and Justification for Request:**

State reduced High Risk Maternal Health due to the inability to maintain compliance with the program requirement of having a board certified OB/Gyn staff the

Department Head Approval	Date	Finance Officer Approval	Date
<i>[Signature]</i>	9/6/13	<i>Martha H. Martin</i>	9-6-2013
Budget Officer Approval	Date		
<i>Michael W. Jarmon</i>	9/6/13		
Board Approval ( When Applicable)	Date	Date of Minutes	

Finance Office - Copy

Department - Copy

Administration - Copy

Item NO. 11

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: PROCESS FUNDS: \$2,240 INCREASE



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

FY 2013 - 2014  
Appropriations

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

Distribution - Finance Office:

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

**Reason and Justification for Request:**  
 BUDGET AMENDMENT TO APPROPRIATE FUNDS FOR THE COMMUNITY TRANSFORMATION GRANT FOR COOPERATIVE EXTENSION. THE ACCEPTANCE OF THIS GRANT WAS APPROVED BY THE COMMISSIONERS AT THE 9/3/2013 MEETING- ITEM #13. THESE FUNDS ARE TO BE USED TO SUPPORT ACCESS TO HEALTHY LOCAL FOODS, BY PROVIDING MARKETING AND SUPPLIES TO THE LENOIR COUNTY FARMERS' MARKET AND LCFM ANNEX.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Jammy D Kelly</i>	9-3-13	<i>Martha H. Martin</i>	9/4/13
Budget Officer Approval	Date		
<i>Michael A. Farma</i>	9/4/13		
Board Approval (When Applicable)	Date	Date of Minutes	

Finance Office - Copy

Department - Copy

Administration - Copy

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 09/16/13 **ITEM NO** 12

**RESOLUTION:** Authorizing the Acceptance of a Grant in the Amount of \$42,000 from the North Carolina Tobacco Trust Fund Commission.

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to approve Lenoir County Cooperative Extension's acceptance of a grant in the amount of \$42,000 from the North Carolina Tobacco Trust Fund Commission, and authorize Tammy Kelly, County Extension Director to administer the contract as Program Manager, Martha Martin, Finance Officer will serve as Fiscal Manager and Michael W. Jarman, County Manager will sign on behalf of Lenoir County Government.

**HISTORY/BACKGROUND:**

The Lenoir County Farmer's Market (LCFM) has enjoyed three very successful seasons since the project of revitalization and renovating of the Market began. The former Community Based Food System Team has evolved into the Lenoir County Farmer's Market Advisory Board. The Board assists in prioritizing projects for the market and market Annex in order to promote the Local Foods Initiative of NC Cooperative Extension. The customer base of the LCFM continues to be strong and has increased by more than 20% as a result of the addition of seasonal "food demonstrations" targeting fresh local products sold at the market.

The increased activity and diversity of vendor makes the need for major renovations obvious. The parking lot, although improved, continues to wash away and drainage is poor. Parking for vendors and customers is messy during high rain times and the riverside drive is eroding. Advisory Board recommendations, customer surveys and vendor concerns drive development of the renovation priorities for the Market project. This portion of the project's goals includes:

**Correct drainage, grade, and install paving in Market parking lot**

- a. Partner with the City of Kinston to determine best approach to correcting drainage issues and undertake grading the parking lot
- b. Obtain bids and retain drainage and grading contractors
- c. Obtain bids and retain experienced paving contractor

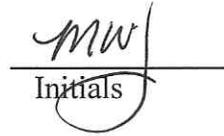
The Lenoir County Farmer's Market provides community access to local foods and produce through local farmers that produce fresh vegetables and other vendors that produce and provide other items such as homemade baked goods, fresh eggs, local honey, etc.

**EVALUATION:**

The Lenoir County Farmers Market renovation is a clearly defined and much needed project. Parking lot repair and paving will begin within 2 weeks of the grant award, weather permitting. In the short term, the renovations will create a safer, more functional and attractive community resource for all who use it -- farmers, vendors, and consumers alike. Parking area improvements will not only save the surrounding area from washing away, they will provide more customer friendly parking.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that Lenoir County Cooperative Extension be authorized to accept a grant in the amount of \$42,000 from the North Carolina Tobacco Trust Fund Commission, and authorize Tammy Kelly, County Extension Director to administer the contract as Program Manager, Martha Martin, Finance Officer will serve as Fiscal Manager and Michael W. Jarman, County Manager will sign on behalf of Lenoir County Government.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Daughety \_\_\_\_\_ Sutton \_\_\_\_\_

Hill \_\_\_\_\_ Best \_\_\_\_\_ Rouse \_\_\_\_\_ Davis \_\_\_\_\_

\_\_\_\_\_  
Reuben Davis, Chairman  
Lenoir County Board of Commissioners

09/16/13  
Date

\_\_\_\_\_  
ATTEST

09/16/13  
DATE

**GRANT AGREEMENT BETWEEN THE NORTH CAROLINA TOBACCO TRUST  
FUND COMMISSION AND LENOIR COUNTY**

This Grant Agreement ("the Agreement") is entered into this 1st day of October 2013 ("Effective Date") by and between the **North Carolina Tobacco Trust Fund Commission** ("the Commission"), an agency of the State of North Carolina organized pursuant to Article 75 of Chapter 143 of the NC General Statutes and **Lenoir County**, a local governmental unit with its principal place of business at 1791 Highway 11/55, Kinston, NC 28504 ("the Grantee") (together "the Parties" and each in the singular "the Party").

In consideration of mutual promises and such other valuable consideration as is set out in this Agreement, the Parties do mutually agree to the following:

**Section I. Term.**

This Agreement shall commence on the Effective Date and shall terminate on or before **June 30, 2014** ("Termination Date") unless sooner terminated pursuant to this Agreement.

**Section II. Scope of the Grant.**

The purpose of this grant is to renovate and improve the existing parking lot of the Lenoir County Farmers Market ("the Project"). In performing this Project, the Grantee shall develop, perform and complete the work set out in the Project Scope of Services contained in Exhibit A. Exhibit A, which incorporates the Grantee's application for the Project, is expressly incorporated by reference and is made a part of this Agreement. The Grantee's application for the Project is therefore also incorporated by reference and made a part of this Agreement.

If there is a conflict among or between this Grant Agreement, the Project Scope of Services contained in Exhibit A, or the Grantee's application for the Project, provisions of this Grant Agreement shall first control, then provisions of Exhibit A, Scope of Services shall control, and finally the Grantee's application shall control.

If the Grantee uses any of the funds disbursed from the Commission under this Agreement to grant funds to other entities as part of the Project ("Subgrantees"), it must require its Subgrantees to comply with certain reporting requirements of Section VII of this Agreement and certain record keeping provisions of Section VIII of this Agreement. Subgrantees must also comply with certain parts of Sections IV, V, VII, VIII, IX, XII and XV of this Agreement as is provided for in those Sections.

**Section III. Changes in the Project.**

- A. The Commission must authorize any changes with respect to the Project in writing including any changes the Grantee requests be made to budgeted line items as provided in Exhibit A attached. **The Grantee may not make changes to budgeted line items without first getting written authorization from the Commission.** Written requests for extending the contract's ending date must be submitted to the Commission a minimum of 90 days from the existing end date.

- B. The Grantee shall immediately notify the Commission of any change in conditions or applicable law or any other event which may significantly affect its ability to perform the Project in accordance with the provisions of Section II above, including but not limited to loss of other funding. In the event of any such significant change, the Commission reserves the right to terminate this Agreement.

**Section IV. Funding.**

- A. The Commission grants to the Grantee an amount not to exceed **\$42,000** for the Project to be disbursed as described in Section V below.
- B. The Grantee represents and warrants that all sums as may be awarded under this grant shall be utilized exclusively for the purpose of the Project.
- C. In the event the Grantee or, if applicable, any of its Subgrantees breaches any of the material terms or conditions of this Agreement, the Grantee agrees to repay to the Commission the full amount of sums awarded under this Agreement and any interest that has accrued on that sum.

**Section V. Method of Payment.**

- A. Within fourteen working days of the Effective Date of this Agreement, the Commission agrees to make an initial payment to the Grantee that equals 50% of the total grant awarded or **\$21,000**. For this payment and all subsequent payments under this Agreement, the Grantee shall place any sums not immediately spent in an interest bearing account. Any interest accrued on these sums along with any unspent funds remaining in the account shall belong to the Commission at the conclusion of the Project. The Grantee must show to the Commission's satisfaction how this payment has been used to accomplish the terms of the Agreement before any further funding will be disbursed pursuant to this Agreement.
- B. After the total initial payment has been spent to accomplish the terms of the Agreement, the Commission shall disburse the sum of **\$18,900** to the Grantee in installments reimbursing the Grantee for amounts spent on or encumbered for the Project. The Grantee shall request payments by submitting a Financial Request Form (Exhibit C) to the Commission no more than six (6) times per year. The Financial Request Form shall certify that the Grantee has performed the work required under the Scope of Services and shall include documentation (receipts, time sheets, etc.) of the amounts for which the Grantee requests reimbursement. The Commission shall disburse a check as soon after receiving the request for funds as possible.
- C. The Commission shall disburse 5% of the total grant funds or **\$2,100** at the satisfactory conclusion of the Project which conclusion shall include a Final Report as described in Section VII.E below. If the Grantee does not utilize all grant funds and requests a final payment that does not include all or part of the 5% amount, the final payment will be disbursed once the Final Report is approved. If the Grantee will have principal and interest remaining from Grant funds which it would normally have to pay back to the Commission pursuant to Section V.A above, the Commission may at its election subtract this amount from the final payment due to the Grantee.

- A. If the Grantee or, if applicable, the Grantee and its Subgrantees, cannot show to the satisfaction of the Commission that it has or they have spent grant monies to accomplish the terms of the Agreement, the Commission may decline to disburse money until such a showing is made.

**Section VI. Independent Status of the Parties.**

- A. The Parties are independent entities and neither this Agreement nor any provision of it shall be deemed to create a partnership or joint venture between the Commission and the Grantee.
- B. The Grantee shall not represent itself as an agent of the Commission nor is the Agreement intended to be construed so as to make the Grantee an agent of the Commission. The Grantee shall not have the ability to bind the Commission to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability.
- C. All expenses incurred by the Grantee are its sole responsibility and the Commission shall not be liable for the payment of any obligations incurred in the performance of the Project.
- D. The Parties agree that this agreement has not been made for the benefit of any third parties and no third party to this agreement has authority to attempt to enforce it in any way.

**Section VII. Reports.**

- A. The Grantee's fiscal year is the twelve months beginning **July 1st**.
- B. The Grantee will furnish the Commission with detailed written Project Reports reflecting calendar year quarterly data (data for the quarter through the end of March, data for the quarter through the end of June, data for the quarter through the end of September, and data for the quarter through the end of December) or at such other periods as may be mutually agreed upon. All reports shall be furnished in the format described in Exhibit B and Exhibit C and shall be submitted to the Commission on or before April 15, July 15, October 15 and January 15.
- C. The Grantee, if a non-governmental organization, shall also provide annual reports pursuant to NC Gen. Stat. 143C-6-23 and Rules promulgated pursuant to that statute by the Office of State Budget and Management. Subgrantees shall comply with any applicable provisions contained in G.S. 143C-6-23 as well as any Rules promulgated thereunder. The Grantee further agrees that if it or its Subgrantees do not file the reports required by G.S. 143C-6-23, the Commission cannot disburse grant funds to it. If the Grantee has Subgrantees, the Grantee must be able to demonstrate that it has complied with NC Gen. Stat. 143C-6-23.
- D. Project Reports shall describe the status of the Project, progress made by the Grantee toward achieving the purpose(s) for which the funds were awarded, notable occurrences and any significant problems encountered and steps taken to overcome the problems. Failure to submit a required report by the scheduled submission date may result in the withholding of any subsequent grant payment until the Commission is in receipt of the delinquent report.

- E. The Grantee agrees that within thirty (30) days after the conclusion of the Project as described in Section II above, a Final Report shall be submitted to the Commission which describes the activities and accomplishments of the Project. The Final Report will include a review of performance and activities over the entire project period and will include a one-page program summary which the Commission can use for future publication. In that summary, the Grantee will describe the Project, how it was implemented, to what degree the established Project objectives were met, the difficulties encountered, what aspects of the tobacco related segment of the State's agricultural economy the Project changed and the Project cost. In addition, the Final Report shall also include an Exhibit C which shall show the final financial report of the use of grant funds by category (i.e., salaries, material, equipment, etc.) showing all expenditures during the entire term of this Agreement, and shall also report the sources, amounts and use of all other funds used to support the Project.
- F. The Commission reserves the right to request information from the Grantee which will assist the Commission with evaluation of the short-and long-range impact of its programs. The Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information to the Commission.

#### **Section VIII. Project Records.**

- A. The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of the Commission funds provided under the Agreement separate from accounts for other awards, monetary contribution or other revenues sources for this Project. The Grantee must require any Subgrantees to maintain the same records.
- B. The Grantee shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond such five-year period until any and all audit findings have been resolved. The Grantee must require any Subgrantees to retain all records for five (5) years from the Termination Date or from the resolution of any audit findings, whichever is later.
- C. The Grantee agrees to allow the State Auditor or the State Auditor's designee to enter its premises and examine its records in accordance with NC Gen. Stat. 147-64.7 and further agrees to permit the State Auditor to examine work papers in the possession of the Grantee's auditors. The Grantee shall require any Subgrantees to permit the State Auditor or the State Auditor's designee the same access to the Subgrantees' records and work papers.
- D. The Grantee further agrees to make available to the Commission or its designated representative all of its records which relate to the Project and agrees to allow the Commission or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activities relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the Commission or its representative may deem necessary.

- E. In the event the Grantee dissolves or otherwise goes out of existence before the Termination Date or before five years from the Termination Date has elapsed, records produced under this contract will be turned over to the Commission.

**Section IX. Subcontracting.**

- A. The Grantee or any of its Subgrantees shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the Commission.
- B. Any approved subcontract shall be subject to all terms and conditions of this Agreement and the Grantee and any Subgrantees shall not be relieved of any of the duties and responsibilities of this Agreement by the approved subcontract. The Grantee shall be responsible for the performance of any subcontractor and the subcontractor shall provide sufficient information to the Grantee or any of its Subgrantees to allow the Grantee to comply with all terms and conditions of this Agreement.

**Section X. Publicity and Publications.**

- A. Any published or distributed reports, data, or other information shall contain an acknowledgment of the support of the Commission as well as a disclaimer statement to the following effect: *Any opinion, finding conclusion or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the North Carolina Tobacco Trust Fund Commission.* Upon publication of materials resulting from the work of the Project, the Grantee shall furnish a minimum of two copies of reports to the Commission. The Grantee shall acknowledge the support of the Commission by including its logo on printed information, presentations and other materials produced pursuant to the Project.
- B. At the request of the Commission, the Grantee shall place signage at its expense at the Project site or sites identifying the Project as receiving Commission Funds. The Commission will provide logos and wording, but final art must be approved by the Commission before placement. The materials, size and color shall be large enough so that the Project, Grantee and Commission are recognized appropriately. This signage shall be in mutually agreeable wording and format.
- C. Subject to the requirements of Section X.A above, the Grantee may publish or arrange for the publication of information resulting from work carried out under this Agreement; however, the information shall not be marketed for profit by the Grantee.
- D. If work done pursuant to the Agreement results in any intellectual property right accruing to the Grantee, the Grantee hereby grants to the Commission an assignable royalty-free, non-exclusive irrevocable license to publish, translate, reproduce, deliver, perform or use the material covered by the intellectual property right.

**Section XI. Termination & Availability of Funds.**

- A. Either Party shall have the ability to terminate this Agreement on thirty days' written notice.
- B. If after notice and reasonable opportunity to cure a defect or problem, the Grantee fails for any reason to fulfill in proper manner its obligations under this Agreement, or violates

any of the material terms or conditions of this Agreement, the Commission shall have the right to terminate this Agreement by giving fourteen (14) days written notice to the Grantee of such termination. In such event, the Commission shall have no responsibility to make additional payments under this Agreement after the Termination Date. No further expenditures shall be made under this Agreement upon notice of termination except for such work as shall have already been performed prior to the notice of Termination Date and the Grantee shall repay all unspent grant funds upon the demand of the Commission together with any interest accrued on those unspent funds.

- C. **The Commission's obligation to pay any amounts under this Agreement is contingent upon the availability of funds to it to fund the Project.** In the event that funds for this Project become unavailable, the Commission may terminate this Agreement immediately upon facsimile notice to the Grantee. In the event of notice of the unavailability of funds, all obligations of the Commission to make payments under this Agreement shall cease as of the date of the notice of termination for unavailability of funds except for such work as shall have already been performed prior to the date of the notice of termination for unavailability of funds.

## **Section XII. Liabilities and Loss.**

- A. The Commission assumes no liability with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims or losses arising out of any activities undertaken by the Grantee or any of its Subgrantees under this Agreement, with respect to persons or property of the Grantee, Subgrantee or third parties.
- B. The Grantee agrees to either, 1) obtain general commercial liability insurance sufficient to meet any and all potential legal liabilities related to activities under the Agreement and provide verification of such insurance in writing to the Grantor in advance of the first payment, or 2) if the Grantee elects not to obtain such insurance, it must represent in writing to the Grantor in advance of the first payment that it has adequate resources available to it for this purpose. The Grantee agrees to ensure that all Subgrantees obtain sufficient general commercial liability insurance to satisfy any and all potential legal liabilities related to activities under this Agreement.
- C. The Grantee agrees to indemnify, defend and save harmless the Commission and its officers, agents and employees against any liability, including costs and expenses and attorneys fees for the Grantee's or any Subgrantee's violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information.
- D. The Grantee also further agrees to indemnify, defend and save harmless the Commission and its officers, agents and employees from any other person, firm or corporation furnishing or supplying work, services, material or supplies in connect with the Project and the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee, any Subgrantees or any of their agents in the performance of the Project.
- E. **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of

war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Section XIII. Entire Agreement.**

- A. This Agreement, including its exhibits, contains the entire understanding between the Parties.
- B. The agreement may be amended only in writing duly executed by authorized persons for the Commission and the Grantee.

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**Section XIV. Grantee Representation and Warranties.**

The Grantee hereby represents and warrants that:

- A. The Grantee is duly organized and validly existing under the laws of the State of North Carolina.
- B. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of the Grantee or any agreement or undertaking to which it is a party of by which it is bound.
- C. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending or to the Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by the Agreement or the validity or enforceability of this Agreement or the Grantee's ability to discharge its obligation under this Agreement.
- D. If any consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations under the Agreement, all such requisite government consent or approvals have been obtained.

**Section XV. Special Provisions and Conditions.**

- A. Nondiscrimination. The Grantee, and all of its related Subgrantees, agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability in the performance of this Agreement and to take affirmative action in complying with all relevant Federal and State requirements.
- B. Compliance with Laws. The Grantee, and all of its related Subgrantees, shall at all times observe and comply with all laws, ordinances, rules and regulations of the state, federal and local governments which may affect the performance of the Agreement.
- C. Non-Assignability. The Parties shall not assign any interest in the Agreement; provided, however, that claims for money due to the Grantee from the Commission under this Agreement may be assigned after notice and approval of the Commission.

- D. Personnel. The Grantee represents that it has or will secure at its own expense all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to work on the Project. Such employees shall not be employees of the Commission.
- E. Restriction on use of the funds. The Grantee will expend funds consistent with the terms and conditions of this Agreement. Failure to do so may result in legal action to recover funds spent inconsistently with the terms and condition of this Agreement without further notice. If the Grantee has Subgrantees, the Grantee must require this restriction on use of funds by all of its Subgrantees.
- F. Taxpayer Identification Number. The Grantee and any Subgrantees must provide taxpayer identification information to the Commission prior to receiving funds under this Agreement.
- G. Exhibits. All Exhibits to this Agreement are expressly incorporated by reference and made a part of this Agreement.

**Section XVI. Notice.**

- A. All notices required by this Agreement with the exception of Notice provided pursuant to Section XI.C shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Commission:      Mr. William Upchurch  
Executive Director  
NC Tobacco Trust Fund Commission  
1080 Mail Service Center  
Raleigh, NC 27699-1080  
Tel: (919) 733-2160    Fax: (919) 733-2510

If to the Grantee:      Mr. Mike Jarman  
County Manager  
Lenoir County  
1791 Highway 11/55  
Kinston, NC 28504  
Tel: (252) 527-2191    Fax: (252) 527-1290

- B. Each Party may designate another Notice recipient by written communication to the other Party.

**Section XVII. Construction.**

This Agreement shall be construed and governed by the laws of the State of North Carolina.

The Parties do hereby execute this Agreement in duplicate originals:

**NC Tobacco Trust  
Fund Commission**

**Lenoir County  
Cooperative Extension**

\_\_\_\_\_  
**William H. Teague  
Chairman**

\_\_\_\_\_  
**Michael W. Jarman  
Lenoir County Manager**

**Grant Number 2013-019-02**



<b>EXHIBIT A SCOPE OF SERVICES</b>
<b>PROJECT#: 2013-019-02 GRANT AMOUNT: \$42,000</b>



**GRANTEE: LENOIR COUNTY**

**PROJECT: Lenoir County Farmers Market Renovation**

**BUDGET:**

<b>Parking Lot Renovation Costs</b>	<b>\$42,000</b>
<b>TOTAL</b>	<b>\$42,000</b>

**FUNDING STIPULATION(S):** A new timeline and/or budget should be provided if changes have occurred.

This project's budget will cover costs associated with:

- Parking lot site work, grading and improvements.

**LENOIR COUNTY, hereinafter called "GRANTEE," shall carry out the terms of this contract as follows:**

**1. GENERAL PROJECT DESCRIPTION & JUSTIFICATION:**

GRANTEE is a county government agency headquartered in Kinston, NC. The purpose of this grant is to renovate and improve the existing parking lot of the Lenoir County Farmers Market.

The project will serve farmers located in Lenoir and surrounding counties.

The Project Goals and Objectives are to develop and improve the parking lot site by grading and paving the parking lot area. The objective is to provide improved drainage, marked parking spaces and provide a safer facility for vendors and customers.

This is a QAP project that supports market growth for farmers in Lenoir and surrounding counties. The area supports a strong tobacco economy and has a strong history of tobacco production. The project will have a favorable impact on the long-term health of the tobacco economy of the region.

The project will be evaluated through the final completion of the project. Grantee will provide sales, vendor and customer figures through the 2014 market season. Periodic reporting that includes impact table data will also be required to fully evaluate the project.

The GRANTEE shall recognize the Tobacco Trust Fund Commission as a supporter of this project on news releases to local media outlets, on the GRANTEE's website, printed promotional materials, signage, special events and other materials used in this project.

The GRANTEE shall provide copies, upon request, of the Farmer's Market by-laws, vendor agreements, construction contracts and any other documentation related to the grant project to the NCTTFC.

## **2. PROJECT REPORTING & FUNDING REQUESTS:**

GRANTEE shall adhere to the terms and conditions contained in Grant Agreement, Project No. 2011-003-01 which include filing quarterly reports within 15 days of the last business day of the quarter by using the form shown in Exhibit B to the agreement. This report should also include photos, printed materials, etc., which help to further explain the results of the project.

GRANTEE shall also report documented project expenditures and request funds as previously agreed upon in Section V of the agreement by using Exhibit C - Financial Request Form. Reimbursements may be requested no more frequently than monthly after the initial (50%) grant funds are spent.

Within 30 days of completion of the project, GRANTEE shall provide a final report detailing the project's activities and accomplishments.

## **3. GRANT APPLICATION INCORPORATED BY REFERENCE:**

The GRANTEE's grant application submitted for this project is herein incorporated by reference. Satisfactory progress on this project shall be measured by this scope of services which includes services as presented in the application.

To the extent there is a conflict among the provisions of the grant application, the Grant Agreement or this Scope of Services statement, provisions of the Grant Agreement shall first control, then provisions of this Scope of Services statement shall control and finally provisions of the grant application shall control.

***Requests to change the project's Scope of Services, budget line items or ending date must be submitted in writing to the staff of the NC Tobacco Trust Fund Commission. All requests will be reviewed by the NC Tobacco Trust Fund Commission Board during its quarterly meeting and grantees will be notified in writing of its decision. Please note that board notifications may take up to 90 days.***





**EXHIBIT B: 2013 CYCLE QUARTERLY/ FINAL REPORT**

Quarterly Reporting Period \_\_\_\_\_ to \_\_\_\_\_

**DUE on the 15<sup>th</sup> of APRIL, JULY, OCTOBER & JANUARY. FINAL REPORT IS DUE 30 DAYS AFTER CONTRACT END DATE**

Date Submitted: \_\_\_\_\_ Grant Number: 2013-\_\_\_\_\_

Grantee: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Start date of the project: \_\_\_\_\_ Contract End Date \_\_\_\_\_

**STATUS** (check pertinent boxes):

- Project's Status:     On Schedule         Completed         Delayed         Canceled  
 Project's Cost:      Cost Unchanged     Cost Overrun     Cost Under run

- REQUIRED PROJECT NARRATIVE:** On separate page(s), provide a minimum half-page summary of project's progress for this report period:  
 -Concise summary addressing the status of the project objectives noted in your Exhibit A "Scope of Services"  
 -Address/explain any issues affecting your project during this last quarter. For example, explain project costs that were below/above expectations, problems your project has encountered and the steps taken to overcome them, project successes, etc.
- REQUIRED PROJECT IMPACT TABLE & NARRATIVE:** Complete all line items on the table below that pertain to your project. Provide a written summary of how the numbers were derived. Include any other relevant information such as specific examples of how people are being served, photos of the project (CDs preferred), articles/flyers/signs about the project, and other materials which support the report.

IMPACT TYPE	THIS QUARTER	PROJECT TO DATE (This quarter + Last Quarter's Project to Date)
Jobs Created (Permanent/Temporary)		
Jobs Sustained (Permanent/Temporary)		
Workers Re-Employed		
Former Quota Holders Assisted		
Current or Former Tobacco Farmers Assisted		
Amount of New Income for Former Tobacco Workers		
Number of Workers with Upgraded Skills		
Persons Receiving Increased Educational Training		
Total Number of People Served		
Acres of Farmland Protected		
Acres of New Crop Production		
Volume and/or Value of Product Produced/Distributed/Sold		
Dollars Leveraged from Other Sources		
State Tax Revenue Generated		
Project Web Site Visitors (if applicable)		
Other (Explain)		
Other (Explain)		

- EXHIBIT C:** Attach your most recent, signed, Exhibit C, Financial Request Form, even if there have been no expenditures during the quarter.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

An original or emailed pdf of this form and the Exhibit C is acceptable. No faxes please.



# NOTICE OF PUBLIC HEARING

## Exchange of Real Property Between Lenoir County and Walter R. Poole, Jr. and Sylvia K. Poole

The Lenoir County Board of Commissioners will hold an open public hearing some time during its regular meeting, which is scheduled as follows:

**TIME:** 4:00 PM  
**DAY:** Monday  
**DATE:** September 16, 2013  
**PLACE:** 1st Floor Main Meeting Room, Lenoir County Courthouse, Kinston, NC  
**PURPOSE:** To receive any comments from the public for or against the proposed exchange

**DESCRIPTION OF EXCHANGE:** The Lenoir County Board of Commissioners is engaged in a project to acquire right of way for an extension of Smithfield Way from its present terminus at Hill Farm Road to a new terminus at U.S. 258 North. The County needs a location for a new intersection to tie the road extension to U.S. 258 North. Walter R. Poole, Jr. and Sylvia K. Poole ("the Pooles") own a piece of property on U.S. 258 North where the new intersection can be built. The County proposes to exchange property with the Pooles in order to acquire land for the new intersection. The terms of the proposed exchange are as follows: The Pooles will convey property at 1278 Hwy. 258 North to the County. In exchange the County will convey Tract 2A on Enterprise Boulevard containing approximately 4.53 acres as recorded in Plat Cabinet 12, Page 290, Lenoir County Registry, along with the sum of \$90,000.00 which will be granted to Lenoir County from the NC Department of Transportation. Further the Pooles intend to construct an industrial building on the Enterprise Boulevard tract within 36 months, thereby enlarging the county tax base.

The proposed exchange is an even exchange, each party exchanging land and/or cash with a total value of \$203,250.00.

Lenoir County intends to authorize the proposed exchange at this meeting following the public hearing, unless presented with sufficient reason not to do so.

Questions regarding the proposed exchange may be directed to Mark Pope, Lenoir County Economic Development at (252) 527-1963.

Michael Jarman  
Lenoir County Manager

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 09/16/13 **ITEM NO.:** 14

**RESOLUITON:** Authorizing Lenoir County to Enter into a Contract and Agreement with Walter and Sylvia Poole to Trade 4.53 Acres of County Property in the Hwy. 70 Industrial Park for Property Owned by the Poole's at 1278 Hwy. 258 North

**SUBJECT AREA:** Financial

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**ACTION REQUESTED:**

Authorize the attached contract and agreement between Lenoir County and Walter and Sylvia Poole.

**HISTORY/BACKGROUND:** The success of companies located in the Hwy. 70 Industrial Park has resulted in the over 3,022 persons and truck traffic in excess of 250 trucks daily. Industrial Park employee and truck traffic along with the public traffic in the Hwy. 70/Wal-Mart area has resulted in much congestion. This congestion causes difficulties and delays for emergency responders, employees and business in the park, as well as citizens shopping or traveling in this area. Additional ingress/egress to the Park has been needed for several years.

**EVALUATION:** Per the attached contract and agreement Lenoir County will trade 4.53 acres located in the Hwy. 70 Industrial Park and pay \$90,000 to Walter and Sylvia Poole in exchange for property located at 1278 Hwy. 258 North. The property traded and the \$90,000 paid to the Poole's constitutes the fair value for the purchase of 1278 Hwy. 258 North. This property transaction is necessary to assist in the right of way acquisition which will allow for the extension of Smithfield Way from its current intersection with Hill Farm Road to connect with Hwy. 258 North. The extension of Smithfield Way will provide a new ingress/egress for the Industrial Park, alleviate a lot of the congestion in the area, and also provide for a safer more efficient response from Emergency Services.

**MANAGER RECOMMENDATION:**

Respectfully Recommend Approval

*mwj*  
INITIALS

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that Lenoir County enter into the attached Contract and Agreement with Walter and Sylvia Poole.

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**AMENDMENTS:**

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

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

YEA VOTES: Davis \_\_\_\_\_ Brown \_\_\_\_\_ Best \_\_\_\_\_ Daughtey \_\_\_\_\_

Hill \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
Reuben J. Davis, Chairman

09/16/13  
Date

\_\_\_\_\_  
ATTEST

09/16/13  
Date

Important – A public hearing MUST be conducted whether or not requested by the Public.

**ROAP PUBLIC HEARING RECORD**

Date Public Notice was published: September 8, 2013

**APPLICANT:** County of Lenoir

**DATE:** September 16, 2013

**PLACE:** Lenoir County Courthouse, 130 S. Queen St., Kinston, NC 28501

**TIME:** 5:00 PM

How many COMMISSIONERS attended the public hearing? \_\_\_\_\_

How many members of the PUBLIC attended the public hearing? \_\_\_\_\_

**Public Attendance Surveys**

(Attached)

(Offered at Public Hearing but none completed)

I, the undersigned, representing (Legal Name of Applicant) County of Lenoir do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

**During the Public Hearing**

(NO public comments)

(Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: \_\_\_\_\_

\_\_\_\_\_  
Signature of Clerk to the Board

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date



## Voluntary Title VI Public Involvement

Title VI of the Civil Right's Act of 1964 requires North Carolina Department of Transportation to gather statistical data on participants and beneficiaries of the agency's federal-aid highway programs and activities. The North Carolina Department of Transportation collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population affected by a proposed project.

The North Carolina Department of Transportation wishes to clarify that this information gathering process is **completely voluntary** and that you are not required to disclose the statistical data requested in order to participate in this meeting. This form is a public document.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact Sharon Lipscomb, the Title VI Manager at telephone number 919.508.1808 or email at [slipscomb@ncdot.gov](mailto:slipscomb@ncdot.gov).

Project Name:		Date:
Meeting Location:		
Name (please print)	Gender:	
	<input type="checkbox"/> Male <input type="checkbox"/> Female	
General ethnic identification categories (check one)		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other: _____
Color:	National Origin:	

After you complete this form, please fold it and place it inside the designated box on the registration table.

Thank you for your cooperation.

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

Resolution Approving the Rural Operating Assistance Program (ROAP), Elderly Disabled Transportation Assistance Program (EDTAP) \$69,377; Employment Transportation Assistance Program (EMP) \$23,999; Rural General Public (RGP) Funding \$89,431 for FY 2013-2014 Totaling \$182,807.

**SUBJECT AREA:** Financial

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**ACTION REQUESTED:**

Approve the FY 2013-2014 ROAP Grant application for Lenoir County in the amount of \$182,807.

**HISTORY/BACKGROUND:** The Rural Operating Assistance Program (ROAP) for FY 2013-2014 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: Elderly and Disabled Transportation Assistance Program (EDTAP), Employment Transportation Assistance Program (EMP), and Rural General Public Transportation (RGP). 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. The County (ROAP recipient) is responsible for disbursing the funds. The NCDOT/PTD requires that a public hearing be held to allow agencies and citizens the opportunity to participate in the sub-allocation decision and the opportunity to receive ROAP funding.

**EVALUATION:** A public hearing was held during the September 16, 2013 board meeting to receive input/requests from agencies and citizens regarding the allocation of ROAP funding for FY 2013-2014. The grant funds as listed by NCDOT/PTD and the recommended disbursement for each program are as follows:

EDTAP	-	Lenoir County Transportation	\$69,377
EMP	-	Lenoir County Transportation	\$23,999
RGP	-	Lenoir County Transportation	\$89,431
<b>Total ROAP Grant</b>			<b>\$182,807</b>

**MANAGER RECOMMENDATION:**

Respectfully Recommend Approval

  
INITIALS

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that Lenoir County Transit is hereby authorized to apply for the North Carolina Department of Transportation FY 2013-2014 Rural Operating Assistance Program Grant in the amount of \$182,807, be it further resolved that if the grant is awarded, the Chairman of the Board, the County Manager, or staff so designated, are authorized to execute the required documents to obtain the necessary grant funds and that the grant funds are allocated as follows:

EDTAP	-	Lenoir County Transportation	\$ 69,377
EMP	-	Lenoir County Transportation	\$ 23,999
RGP	-	Lenoir County Transportation	\$ 89,431
<b>Total ROAP &amp; Supplemental ROAP Grant</b>			<b>\$182,807</b>

**AMENDMENTS:**

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

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

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

\_\_\_\_\_  
Reuben J. Davis, Chairman      09/16/13  
Date

\_\_\_\_\_  
ATTEST      09/16/13  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 09/16/13 **ITEM NO.:** 17

**RESOLUTION:** Approving the Acceptance of New Advertising Rates for the Lenoir County Transit

**SUBJECT AREA:** Administration

**ACTION REQUESTED:** Approve/authorize the following advertisement rate proposal by Lenoir County Transit (LCT).

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**HISTORY/BACKGROUND:** As of July 1, 2007, Lenoir County Transportation has chosen to market advertisements on transit vehicles and to allow all revenues be allocated to the transit system. The advertising rate was set at \$125 per month/per advertisement on July 1, 2007.

**EVALUATION:** Since Lenoir County Transit began marketing advertisements in 2007 participation by local businesses and county agencies has been sporadic. Lenoir County Transit currently has a fleet of 18 vans and light-transit vehicles. Currently Lenoir County Transit generates revenue for three (3) vehicles. Changing the rate schedule to include buying one advertisement and receiving an additional advertisement at ½ cost, could potentially increase advertising revenues. The current cost is \$125/month per advertisement. With the recommended changes the first advertisement would cost \$100/per month and each additional advertisement by the customer would be an additional \$50/per month. Lenoir County Transit would require a twelve (12) month commitment with any customer requesting additional ads. A twelve (12) month commitment from the customer would be necessary to allow Lenoir County Transit to recoup the sign and associated installation costs. Customers who wish to purchase advertising for six (6) months would not be allowed to receive the second advertisement at ½ price, they would be responsible for the full advertisement rate of \$100. Current customers shall be subject to the contract conditions at the rate prior to this resolution and shall be allowed to amend future contracts to include the provisions of the new rate schedule. All advertisements would continue to be subject to final approval by the Lenoir County Board of Commissioners.

**MANAGER'S RECOMMENDATION:**

Respectfully Recommend Approval.

  
INITIALS

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**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Board approves the adoption of the advertisement rates as proposed for Lenoir County Transit.

**AMENDMENTS:**

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

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

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

Sutton \_\_\_\_\_ Daughety \_\_\_\_\_ Rouse \_\_\_\_\_

\_\_\_\_\_  
Reuben J. Davis, Chairman      09/16/13  
Date

\_\_\_\_\_  
ATTEST      09/16/13  
Date