LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA
TUESDAY, SEPTEMBER 20, 2010 – 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: Ms. Sue Powell: Lenoir County Transit: Expanded Service
Mr. John Craft: LaGrange Town Manager: Expansion of ETJ
Mr. Mark Pope, Economic Development Director: Update

1.	**Items from Chairman/Commissioners: 10 Min.**	Board
2.	**Items from County Manager: 5 Min.**	Jarman
	CONSENT AGENDA: 10 Min.	**ACTION**
3.	Approval of Minutes: Regular Board Meeting: September 7, 2010	Hall/Jarman
4.	Budget Ordinance Amendment: General Fund: DSS: $925: Increase	Jones/Martin
5.	Budget Ordinance Amendment: General Fund: Finance/Sheriff Dept.: $4,344: Increase	Smith/Martin
	END OF CONSENT AGENDA	
	PROCLAMATION/BUDGET ORDINANCE ADMENDMENT/RESOLUTIONS: 25 Min.	
6.	Proclamation: Lenoir County Big Sweep 2010 Day: October 2, 2010	Jarman/Board
7.	Budget Ordinance Amendment: Capital Projects Fund: Sanderson Gas Line Project: $755,683: Line Item Transfer	Jarman/Martin
8.	Resolution Approving Terms and Documents for County Jail Financing	Jarman/Martin
9.	Resolution Authorizing the Acceptance of the Golden Leaf Foundation Community Initiative Grant of $350,000 for the Woodmen of the World Community Center	Ellis/Martin
10.	Resolution Appointing Thomas L. Hollowell and Martha H. Martin as Deputy Clerks to the Board	Jarman/Martin
11.	Resolution Requesting the Establishment of Fees for Rabies Vaccinations	Huff/Martin
12.	Resolution Authorizing Lenoir County Health Department to Execute Purchase Order Contract to Garrison Enterprises, Inc.	Huff/Martin
13.	Resolution Approving Purchase of Two (2) Mini Storage Boxes from Mobile Mini Storage: $3,590	Smith/Martin
14.	Resolution Authorizing a 2000 Ford Model Ambulance be Transferred to Lenoir Community College to be used for Training Purposes	Dail/Martin
15.	Resolution Approving the Procurement and Disbursement Policy for the Single Family Rehabilitation Program (SFR10)	Jarman/Martin
16.	Resolution Approving the Assistance Policy for the Single Family Rehabilitation Program (SFR10)	Jarman/Martin
	APPOINTMENTS: 5 Min.	
17.	Resolution Approving Citizens to Boards, Commissions, Etc. **5 Min.**	Hall
	OTHER ITEMS: 10 Min.	
18.	**Items from County Manager / County Attorney / Commissioners Public Comments/ Closed Session (if necessary)**	

Lenoir County Transportation

201 N. King Street
P.O. Box 3289
Kinston, NC 28502

Phone: (252) 559-6457
Fax: (252) 559-6458

To: Joey Bryan, Director
Lenoir County Transit

From: Sue Powell, Assistant Director
Lenoir County Transit

Date: September 16, 2010

Re: LCT Expanding to Saturdays

This is just a memo to give you an update on what's going on with Lenoir County Transit (LCT). Currently, LCT is providing between7,500 to 8,700 passenger trips per month which cover between 53,000 to 62,000 miles. As you can see LCT is extremely busy and on the move. Passengers are utilizing transit services to go to Lenoir Community College, Doctor's Appointments, Work, Shopping, and anywhere else they need to go in Lenoir County. LCT also provides Medical Appointments only to Pitt County 5 days a week and Greene and Wayne Counties 2 times a week.

Due to the high demand of transportation in Lenoir County, passengers have expressed their extreme need for transit service on Saturdays. LCT currently provides Dialysis' passenger trips only on Saturdays as we have been doing for many years. With LCT receiving additional funds from North Carolina Department of Transportation (NCDOT) thru the ARRA Program, this has enabled LCT to increase transportation services on Saturdays. LCT will begin operating a full schedule with the exception of not operating our 2nd and 3rd Shift Deviated Fixed Route, on September 25, 2010 as a three (3) month Project to allow the Citizens of Lenoir County to utilize these services. Should this expansion be beneficial to the Citizens of Lenoir County and it is utilized as requested, LCT will continue to operate a full schedule on Saturdays as we currently operate Monday – Friday.

So as you can see, LCT is on the move and is expanding services in all areas to allow the Citizens of Lenoir County to go to Work, Lenoir Community College, Doctor's Appointments, Work, Shopping, and anywhere else they need to go in Lenoir County. Our goal is to provide the best Transportation Service with the utmost Customer Service to the Citizens of Lenoir County and allow them the transportation they need to get to where they need to go. We greatly appreciate the support of our Lenoir County Board of Commissioners and County Manager for supporting the vision that Lenoir County Transit Management Staff carries for Transportation in Lenoir County.

Item No. 2

TO: **Chairman and Members of the Board**

FROM: **Mike Jarman, County Manager**

DATE: **September 20, 2010**

SUBJECT: **Items of Interest**

1. Letter: September 10, 2010 Re: Tax Complaint

2. Lenoir County Financial Performance Summary – 2010-11: August 31, 2010

3. Lenoir County Planning & Inspections: August 2010 Report

September 10, 2010
3858 Mark J. Smith Rd
Dup Run, N.C. 28525

County Commissioners:

Dear Editor,

I share an experience with all taxpayers in Lenoir County as a prayer that such does not happen to you.

I am a 75 year old widow living on a fixed income, as most.

In 2009 I went to school in Asheville, N.C. and had my bills sent to my daughter's address. On advise of my family I leased my house for a period if March 2009 thru August 2009. At that time the lessors vacated my house with extensive damage costing me 4,145.00 to make it liveable thus far. Every weekend that weather permitted my daughter and I come back to work and restore the house. I was permitted a senior discount on my county taxes since 2007.

I returned alone, permently, August 3, 2010 to repair and

continue to make the house liveable. I reside at this house.

A few weeks ago I received my Lenoir Co. tax bill denying my senior discount. Today I visited tax department and was informed their records showed a representative had been by the house four of five times this year and inside it once,?? I was denied the discount thus making my taxes increasing more than 500.00 more for 2018.

Even if this is under the Stature of a law of North Carolina I feel my privacy has been invaded, discrimination has been shown and a poor widow doesn't have any rights under these circumstances.

I ask you as a citizen of Lenoir County to pray this law be changed to protect all of the innocents in such cases. Thank you and God Bless You.

Shirley Howard

County of Lenoir

Office of the
Tax Administrator

RECEIVED
SEP 13 2010
Lenoir County
County Manager's Office

Drawer 3289
Kinston, N.C. 28502

August 6, 2010

Shirley Howard
5 Foxberry Drive
Arden, NC 28704

Mrs. Howard,

This bill reflects the exemption you were receiving in error. In accordance with the North Carolina General Statues, you must reside in the home that you are receiving the property exemption for.

If you have any questions please call me at (252) 527-7174 ext. 7229.

Sincerely,

Sheila Roberts

Sheila Roberts

valued at 105,961.00
Taxes are 2.67 daily
I was denied Senior discount
Thus, I will be paying 536.11
for dangling candy waved
in my face in January 2010.

Telephone: (252) 527-7174 • Fax (252) 527-4923

LENOIR COUNTY
FINANCIAL PERFORMANCE SUMMARY - 2010-11
AUGUST 31, 2010

EXPENDITURES

16.66%

DESCRIPTION	BUDGET FOR YEAR	EXPENDITURES TO DATE	ENCUMBRANCE	UNENCUMBERED BALANCE	% EXPEND/ENCUMBR
GENERAL FUND:					
Governing Body	225,848	51,588	0	174,260	22.8%
County Manager	271,088	41,865	0	229,223	15.4%
Finance	246,878	34,788	0	212,090	14.1%
Tax Office	855,200	149,841	5,301	700,058	18.1%
Legal	62,500	3,750	0	58,750	6.0%
Court Facility	337,625	34,015	88,777	214,833	36.4%
Elections	348,388	49,902	45,599	252,887	27.4%
Register of Deeds	308,336	49,551	48,652	210,133	31.8%
Non-Departmental	975,800	387,619	0	588,181	39.7%
Process Funds	1,044,140	92,213	1,800	950,127	9.0%
Outside Agencies	132,000	9,167	0	122,833	6.9%
Management Info Systems	894,437	134,966	80,198	679,273	24.1%
Public Buildings	497,946	60,563	54,819	382,564	23.2%
Sheriff	4,469,684	659,885	180,524	3,629,275	18.8%
Central Communications	1,192,488	224,126	29,585	938,777	21.3%
Jail	2,299,418	320,938	195,019	1,783,461	22.4%
Emergency Management	373,511	59,338	22,951	291,222	22.0%
Emergency Medical Services	3,611,149	584,779	341,789	2,684,581	25.7%
Non-Emergency Services	494,151	76,742	51,692	365,717	26.0%
Fire Protection	50,000	8,333	0	41,667	16.7%
Inspections	213,719	32,565	330	180,824	15.4%
Medical Examiner	40,000	3,200	0	36,800	8.0%
Economic Development	316,490	49,419	5,202	261,869	17.3%
Veterans Service Office	32,421	5,288	943	26,190	19.2%
Cooperative Extension	402,674	32,238	10,326	360,110	10.6%
JCPC - Parenting Matters	18,557	2,987	0	15,570	16.1%
Cooperative Ext-Grants	48,119	4,072	0	44,047	0.0%
Soil Conservation	120,476	17,479	0	102,997	14.5%
Health Department	3,510,185	500,644	183,141	2,826,400	19.5%
BioTerrorism - Health	50,722	6,943	429	43,350	14.5%
M. Health Department	236,906	39,484	0	197,422	16.7%
CJPP - Day Reporting Center	124,851	19,895	0	104,956	15.9%
Public Assistance (DSS)	13,756,652	1,742,484	215,117	11,799,051	14.2%
Education	9,900,000	1,650,000	0	8,250,000	16.7%
Community College	2,185,000	364,167	0	1,820,833	16.7%
Cultural	740,500	123,417	0	617,083	16.7%
Recreation	733,000	122,167	0	610,833	16.7%
Debt Service	6,478,650	1,439,325	0	5,039,325	22.2%
Transfer to Other Funds	3,154,305	0	0	3,154,305	0.0%
Contingency	60,000	0	0	60,000	0.0%
TOTAL GENERAL	**60,813,814**	**9,189,743**	**1,562,194**	**50,061,877**	**17.7%**
OTHER FUNDS:					
Employee Insurance Fund	3,500,000	375,908	0	3,124,092	10.7%
Vehicle Replacement Fund	230,000	0	0	230,000	0.0%
Fed Seized Property Fund	20,000	0	0	20,000	0.0%
State Controlled Substance Fund	20,000	0	0	20,000	0.0%
Capital Reserve Fund	5,224,975	4,724,975	0	500,000	90.4%
School Capital Fund	3,431,611	1,761,143	0	1,670,468	51.3%
Transportation Fund	2,011,909	135,466	504,595	1,371,848	31.8%
Scrap Tire Disposal Fund	130,000	10,293	0	119,707	7.9%
Emergency Telephone Fund	572,880	57,896	66,667	448,317	21.7%
Revaluation Fund	53,905	7,978	0	45,927	14.8%
Automation-Preservation Fund	35,000	11,459	0	23,541	32.7%
MSW Landfill-Debt Service	0	0	0	0	
Capital Improvements Fund	2,536,403	69,659	6,260	2,460,484	3.0%
Solid Waste Management	3,040,700	438,765	117,073	2,484,862	18.3%
Trust & Agency Fund					
Family & Caregiver-Smart Start	34,241	12,851	0	21,390	37.5%
Fire Districts	1,241,755	13,728	0	1,228,027	1.1%
TOTAL OTHER FUNDS	**22,083,379**	**7,620,121**	**694,595**	**13,768,663**	**37.7%**
GRAND TOTAL	**82,897,193**	**16,809,864**	**2,256,789**	**63,830,540**	**23.0%**

LENOIR COUNTY
FINANCIAL PERFORMANCE SUMMARY-2010-11
AUGUST 31, 2010

REVENUES 16.66%

DESCRIPTION	BUDGET FOR YEAR	REVENUES TO DATE	REMAINING BALANCE	% REC'D
GENERAL FUND:				
Health Department	1,505,578	258,617	1,246,961	17.18%
Public Assistance (DSS)	9,785,170	887,025	8,898,145	9.06%
Property Taxes	29,275,016	3,198,047	26,076,969	10.92%
Sales Taxes	5,750,000	559,647	5,190,353	9.73%
Other General	14,498,050	7,533,208	8,190,436	51.96%
TOTAL GENERAL	**60,813,814**	**12,436,544**	**49,602,864**	**20.45%**
OTHER FUNDS:				
Employee Insurance	3,500,000	542,305	2,957,695	15.49%
Vehicle Replacement	230,000	0	230,000	0.00%
Fed Seized Property	20,000	0	20,000	0.00%
State Controlled Substance	20,000	8,358	11,642	41.79%
Capital Reserve Fund	5,224,975	1,439,325	3,785,650	27.55%
School Capital Fund	3,431,611	344,573	3,087,038	10.04%
Transportation Fund	2,011,909	100,087	1,911,822	4.97%
Scrap Tire Disposal	130,000	16,546	113,454	12.73%
Emergency Telephone	572,880	55,697	517,183	9.72%
Revaluation Fund	53,905	0	53,905	0.00%
Automation-Preservation Fnd	35,000	3,853	31,147	11.01%
MSW Landfill-Debt Service	0	9	-9	
Capital Improve Fund	2,536,403	0	2,536,403	0.00%
Solid Waste Management	3,040,700	1,348,051	1,692,649	44.33%
Trust and Agency Fund:				
Smart Start Program	34,241	0	34,241	0.00%
Fire Districts	1,241,755	112,580	1,129,175	9.07%
TOTAL OTHER FUNDS	**22,083,379**	**3,971,384**	**18,111,995**	**17.98%**
GRAND TOTAL	**82,897,193**	**16,407,928**	**67,714,859**	**19.79%**

Project Based Revenues:	BUDGET	TO DATE	REMAINING	% REC
CDBG CN GRANT '06	**735,000**	**551,581**	**183,419**	**75.05%**
CDBG SS GRANT '06	**400,000**	**361,442**	**38,558**	**90.36%**
CDBG SS GRANT '09	**400,000**	**161,324**	**238,676**	**40.33%**
SFR 07 HOME PROJECT	**392,000**	**353,409**	**38,591**	**90.16%**
HWY 70 INDUSTRIAL PARK-WATER	**551,268**	**275,634**	**275,634**	**50.00%**
RURAL CENTER - NOVA PROJECT	**480,000**	**0**	**480,000**	**0.00%**
SCHOOL CONSTRUCTION FUND	**72,622,621**	**72,622,450**	**171**	**100.00%**
CAPITAL PROJECTS FUND	**8,466,916**	**4,584,208**	**3,882,708**	**54.14%**
Total Project Based	**84,047,805**	**78,910,048**	**5,137,757**	

* **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	ENCMUMBERED	REMAINING
CDBG CN GRANT '06	**735,000**	**551,581**	**0**	**183,419**
CDBG SS GRANT '06	**400,000**	**361,442**	**0**	**38,558**
CDBG SS GRANT '09	**400,000**	**348,684**	**0**	**51,316**
SFR 07 HOME PROJECT	**392,000**	**353,409**	**0**	**38,591**
HWY 70 INDUSTRIAL PARK-WATER	**551,268**	**346,323**	**0**	**204,945**
RURAL CENTER - NOVA PROJECT	**480,000**	**0**	**0**	**480,000**
SCHOOL CONSTRUCTION FUND	**72,622,621**	**69,535,816**	**0**	**3,086,805**
CAPITAL PROJECTS FUND	**8,466,916**	**5,344,551**	**0**	**3,122,365**
Total Project Based	**84,047,805**	**76,841,806**	**0**	**7,205,999**

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

LENOIR COUNTY
PLANNING & INSPECTIONS DEPARTMENT

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

LENOIR COUNTY INSPECTIONS
PERMIT/INSPECTION REPORT

August 2010

PERMITS ISSUED: 148

PERMITS VALUE: $ $663,394

PERMIT FEES: $ 9,239

SINGLE FAMILY DWELLINGS: 0

MOBILE HOMES: 7

COMMERCIAL: 2

ADDITIONS: 6

ELECTRICAL: 56

PLUMBING: 17

MECHANICAL: 40

OTHER: 20

TOTAL INSPECTIONS: 302

Lenoir County

PERIODIC REPORT OF ISSUED PERMITS (GROUPED BY REPORT CODE)

Printed: 09-01-2010

	Code	[Designated period: 08/01/10 to 08/31/10] Prms	Valuation	Fees Paid	Units	[Prior period: 08/01/09 to 08/31/09] Prms	Valuation	Fees Paid	Units
NEW RES. HOUSEKPING - LENOIR COUNTY									
* Single Family Houses Detached	101B		.00	.00	0	1	250,000.00	715.00	0
* Single Family Houses Attached	102B		.00	.00	0	0	.00	.00	0
* 2 Family Building	103B		.00	.00	0	0	.00	.00	0
* 3 and 4 Family Buildings	104B		.00	.00	0	0	.00	.00	0
* 5 or More Family Buildings	105B		.00	.00	0	0	.00	.00	0
*TOTAL INFORMATION 101-105	109B		.00	.00	0	0	.00	.00	0
NEW RESIDENTIAL NON-HOUSEKEEPING BL:									
* Hotels, Motels & Tourist Cabins ..	213B		.00	.00	0	0	.00	.00	0
* Other Non-Housekeeping Shelter ...	214B		.00	.00	0	0	.00	.00	0
NEW NON-RESIDENTIAL BUILDINGS:									
* Amusement, Social, & Recreational	318B		.00	.00	0	0	.00	.00	0
* Churches & Other Religious	319B		.00	.00	0	0	.00	.00	0
* Industrial	320B		.00	.00	0	0	.00	.00	0
* Prkng Garages (Blds & Open Decked)	321B		.00	.00	0	0	.00	.00	0
* Service Stations & Repair Garages	322B		.00	.00	0	0	.00	.00	0
* Hospitals & Institutional	323B		.00	.00	0	0	.00	.00	0
* Offices, Banks, & Professional ...	324B		.00	.00	0	0	.00	.00	0
* Public Works & Utilities	325B		.00	.00	0	0	.00	.00	0
* Schools & Other Educational	326B		.00	.00	0	0	.00	.00	0
* Stores & Customer Services	327B	1	7,300.00	.00	1	0	.00	.00	0
* Other Non-Residential Bldgs	328B	1	25,000.00	500.00	0	0	.00	.00	0
* Stuctures Other than Buildings ...	329B		.00	.00	0	0	.00	.00	0
ADDITIONS, ALTERATIONS, & CONVERSION									
* Residential	434B	6	131,000.00	715.00	6	3	93,545.00	543.00	0
* Non-Residential & Non-Housekeeping	437B		.00	.00	0	1	118,000.00	424.00	0
* Adds of Res. CP/Garages(Atch/Detc)	438B		.00	.00	0	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		8	163,300.00	1,215.00	7	5	461,545.00	1,682.00	0

Printed: 09-01-2010

	Code	[Designated period: 08/01/10 to 08/31/10] Prms	Valuation	Fees Paid	Units	[Prior period: 08/01/09 to 08/31/09] 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	56	91,100.00	3,117.00	54	44	62,900.00	2,401.00	0
*PLUMBING	810B	17	27,300.00	943.00	15	18	60,700.00	1,111.00	0
*HEATING/ AIR CONDITIONING	820B	40	179,499.00	2,167.00	38	25	882,075.00	2,203.00	0
*INSULATION	830B	6	20,300.00	337.00	5	5	6,390.00	250.00	0
*TEMPORARY POLE	840B	1	1,500.00	50.00	0	3	1,400.00	125.00	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	1	500.00	150.00	1	0	.00	.00	0
*SATELLITE DISH	940B		.00	.00	0	0	.00	.00	0
*AWNING	950B		.00	.00	0	0	.00	.00	0
*EXTRA INSPECTIONS	960B	9	4,025.00	335.00	9	9	200.00	415.00	0
*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	0	.00	.00	0
*FIREWORKS	985B		.00	.00	0	0	.00	.00	0
*SWIMMING POOL	990B		.00	.00	0	0	.00	.00	0
*TANKS	995B		.00	.00	0	0	.00	.00	0
MOBILE HOMES									
*SINGLE WIDE MOBILE HOME	700B	6	70,400.00	600.00	6	6	73,600.00	950.00	0
*DOUBLE WIDE MOBILE HOME	710B	1	86,370.00	125.00	1	5	247,765.00	775.00	0
*MODULR HOME	720B		.00	.00	0	5	577,000.00	1,918.00	0
TOTALS FOR PERMITS ABOVE (incl. pg 1)		145	644,294.00	9,039.00	136	125	2,373,575.00	11,830.00	0
Totals of other permits in the period		3	19,000.00	200.00	2	0	.00	.00	0
TOTAL FOR ALL PERMITS IN THE PERIOD		148	663,294.00	9,239.00	138	125	2,373,575.00	11,830.00	0

Summary of Inspection Results by Inspector ID For the period 08/01/10 through 08/31/10

This Report was printed on Wednesday, September 01, 2010

Lenoir County

Item Totals for Inspector ID

GO	164
GO DR	2
GO/DR	1
VW	135
	302 Entries for Inspector ID

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

#ACTIVITIES	<----- Inspections ----------> INSPECTIONS	PASSED	CORRECTIONS	<--------- Re-Inspections ---------> RE-INSPECTIONS	PASSED	CORRECTIONS	Based On # Activities RE-INSPECTIONS REQUIRED
302	254	219	35	48	44	4	38
	%INSPECTIONS	%PASSED	%CORRECTIONS	%RE-INSPECTIONS	%PASSED	%CORRECTIONS	%RE-INSPECTIONS REQUIRED
	84	86	14	16	92	8	13

MINUTES
LENOIR COUNTY BOARD OF COMMISSIONERS
September 7, 2010

The Lenoir County Board of Commissioners met in open session at 9:00 a.m. on Tuesday, September 7, 2010 in the Board of Commissioners Main Meeting Room in the Lenoir County Courthouse at 130 S. Queen St., Kinston, NC.

Members present: Chairman George Graham, Vice-Chairman Claude Stroud and Commissioners, Jackie Brown, Reuben Davis, Chris Humphrey, Tommy Pharo and Linda Rouse Sutton.

Members absent: None

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

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

PUBLIC INFORMATION

None Scheduled

ITEMS FROM THE CHAIRMAN/COMMISSIONERS

No comments were made.

ITEMS FROM THE COUNTY MANAGER

Item No. 2 was Items from the County Manager. Mr. Jarman invited the Board to attend the 2010 Woodmen of the World Honor and Remembrance Ceremony. The ceremony will include the dedication of the Eagle Scout Project of Nicholas Maness from Troop 392. The event will take place Saturday, September 11, 2010 at 10:00 a.m. at City of Kinston Fire Station #1. Mr. Jarman recommended the Board approve the bid on the following: One (1) vacant lot on 506 Quinerly Street ($500 Bid). Upon a motion by Mr. Davis and a second by Ms. Sutton the Board approved the recommendations as presented.

Mr. Jarman addressed an email sent by Mr. Pharo regarding County Government Growth. The report was prepared by Civitas based on the years from 2000 - 2009. Mr. Jarman stated the Civitas report groups full time and part time employees together, which is not an accurate representation of actual full time employees working for the County. Each year when entering the new fiscal year, the Board of Commissioners approves a position and pay classification table which details all full time and part time county employees. Mr. Jarman detailed each fiscal year's increase/decrease in employees and the reasons for those fluctuations. Mr. Jarman stated he would be happy to share any additional information regarding employment numbers for the county. Mr. Graham stated the County and City need to continue to work together for the good of all its citizens. The Board thanked Mr. Jarman for the information.

Mr. Roger Dail, Emergency Services Director, addressed the Board. Mr. Dail stated the State of North Carolina has approved the County's EMS Plan which shows how EMS operates. EMS had to meet several benchmarks. They created a triage, destination and stroke plan. These plans were then presented to other partners. Lenoir County's EMS received a grade level "A" on its plan.

CONSENT AGENDA

Upon a motion by Ms. Sutton and a second by Mr. Stroud, the Board approved the Consent Agenda.

3.	Approval of Minutes: Regular Board Meeting: August 16, 2010	Hall/Jarman
4.	Resolution Approving Releases and Refunds to the Individuals Listed Herein	Parrish/Martin
5.	Budget Ordinance Amendment: General Fund: DSS: $1,413.39: Decrease	Jones/Martin
6.	Budget Ordinance Amendment: General Fund: DSS: $73.13: Increase	Jones/Martin

PUBLIC HEARING

Item No. 7 was a Public Hearing to discuss construction and financing of the Lenoir County Jail Project. Upon a motion by Mr. Graham and a second by Mr. Stroud, the Public Hearing opened at 9:48 a.m. Mr. Jarman stated early estimates to construct a new jail facility came in at $17.5 million. The first round of bids came in at over $21 million. Brennan Architects next completed the value engineering process. The quality and efficiency of the proposed building was maintained even though several changes were made. The new bids came in at $16.9 million. Ms. Rebecca Geraghty, Mr. Todd Davis, Mr. Mike Hyatt, and Mr. Steve Haggard of Bernnan Architects, addressed the Board. Ms. Geraghty presented the Board with a rendering of the new five (5) story county jail facility. The new facility will be constructed on the East side of the Lenoir County Courthouse which is currently being used as a parking lot. The new facility will house 192 inmates with eight (8) additional beds for trustees; the current jail facility will continue to be operational with 121 beds. Mr. Hyatt stated the facility will be constructed in 18-20 months, with 175-200 construction workers on site.

Mr. Robert M. Jessup of Sanford Holshouser is Special Counsel representing the county on the jail project. Mr. Jessup informed the Board that formal action will be required at the September 20th Board meeting. Once construction of the jail is approved, all financing proposals and documents will be forwarded to the Local Government Commission (LGC) for their approval the first week of October. Closing on the financing proposal will take place October 14, 2010. Ms. Alison Peeler, Senior Vice President of BB&T Governmental Finance addressed the Board. Ms. Peeler stated BB&T is pleased to offer Recovery Zone Economic Development Bonds (RZEDB) to the county. Ms. Peeler stated the total loan is for $18.5 million; $16 million will be financing under RZEDB for 20 years at an interest rate of 6.15% (after a 45% rebate the interest total will be 3.38%). The remaining $2.5 million will be a tax-exempt loan for 20 years at 3.99% interest. The first years' payment will total over $1.5 million and will decline annually. Mr. Humphrey asked for the options for paying for the new jail facility. Mr. Jarman stated the first payment would be in October 2011. The payment could be made with revenues that are currently in place. The next payment due in 2012-2013 fiscal year would need an additional revenue source unless the county experiences enough economic growth to provide the increase. The year 2012 has previously been pointed out to the Board as a time of concern due to the amount of our School Bond payment. The county could pass the sales tax referendum of $.0025, which would generate $1-1.2 million annually or a property tax increase would be the next option. Sheriff Smith stated the new facility will increase monitoring and safety for inmates and employees. There were no comments made by the public. Upon a motion by Mr. Graham and a second by Mr. Stroud, the public hearing closed at 10:49 a.m.

PROCLAMATIONS/BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS

Item No. 8 was a proclamation for Sickle Cell Awareness Month: September 2010. Ms. Brown read the resolution aloud for the Board and the viewing public. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 8 was unanimously approved.

Item No. 9 was a Budget Ordinance Amendment: General Fund: DSS: $408,309: Increase. Mr. Jack Jones, Director of Social Services, addressed the Board. Mr. Jones stated the amendment is a line item adjustment to reflect the allocation received. No county match is required. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 9 was unanimously approved.

Item No. 10 was a Resolution Authorizing Lenoir County Farmer's Market Manager. Mr. Jarman stated the Board approved the funding for a Farmer's Market Manager in the FY 10-11 Budget. The manager will create stronger community connections that better meet the demands for local produce. A seasonal, part time market manager will give market direction each day and ensure the rules set by the Board are properly enforced. The market manager is also responsible for collecting vendor fees, conducting on site inspections, recruiting and maintaining vendors. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 10 was unanimously approved.

Item No. 11 was a Resolution Approving FY 10-11 Expenditures of Funds for Leasing Wide Format Scanner/Copier – COECO: $5,000. Ms. Margaret Seymour, Register of Deeds Director, addressed the Board. Ms. Seymour stated the Register of Deeds is the official office for map surveys to be recorded. At present the Register of Deeds is not able to scan these surveys into the data base due to the malfunction of the scanner/copier. The Xerox machine that was used to make photocopies for the public was purchased in 1993 when a map was recorded, the customer could purchase a recorded copy and take it with them. The machine is too old to be repaired and the lease of a new machine is requested. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 11 was unanimously approved.

Item No. 12 was a Resolution Authorizing the Purchase of Priority Dispatch Emergency Medical Dispatch (EMD), Emergency Fire Dispatch (EFD), and Emergency Police Dispatch (EPD) Dispatching Software at a Cost NTE: $9,438. Mr. Dail stated The Lenoir County Emergency Services Department – Communications Division has begun implementation of the computerized Priority Dispatch Emergency Fire Dispatch and Emergency Police Dispatch system. The purchase of two- (2) additional EMD, EFD and EPD dispatching software licenses will allow the Communications Division to be able to service the citizens of Lenoir County in a more timely and accurate manner by utilizing the Non-Emergency Medical Transport and Supervisor workstation positions for call overflow. This product cannot be bid out, due to it being vendor specific. Priority Dispatch is the only authorized dealer for this software package. This is a fully funded expenditure from the 911 Special Revenue monies. Upon a motion by Mr. Humphrey and a second by Ms. Sutton, Item No. 12 was unanimously approved.

Item No. 13 was a Resolution Authorizing Purchase of Solid Rubber Tires for Case 621C Loader: Colony Tire: $19,730. Mr. Tom Miller, Landfill Director, addressed the Board. Mr. Miller stated when the Case 621C loader was moved over to the MSW Transfer station, it began experiencing flat tires. Repair of the flat tires is $400 to $500 each time a flat occurs. Foam filling of the tires was the least expensive option, but the rough surface of the transfer station concrete floor ate-up the rubber bias tires down to the foam filling.

Other landfills that operate transfer stations where contacted and they all recommended solid rubber tires that are made for the constant abuse of transfer station operations. Colony Tire of

Kinston provided the best price for the tires, pick-up of the tires (each tire weighs approximately 1,300 lbs.), and pressing the old tires off and the new ones onto our existing wheels. Colony Tire can perform the task over a weekend and disrupt the transfer station operations as little as possible. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 13 was unanimously approved.

Item No. 14 was a Resolution Approving the Exposure Control Plan for Lenoir County Transit. Mr. Bill Allison, Safety/Training Officer, addressed the Board. Mr. Allison stated on August 3, 1998 the Lenoir County Commissioner's adopted an Occupational Exposure Control Policy (Bloodborne Pathogens). The policy adopted states; "Therefore, each department having an employee(s) with occupational exposure as defined by this policy shall be responsible for the development and implementation of its own written Exposure Control Plan. The plan shall be designed to eliminate or minimize employee exposure to blood or other potentially infectious materials." In addition to Lenoir County's Policy the NCDOT/Public Transportation Division includes BloodBorne Pathogen Training in its Minimum Training Standards for Community Transportation Vehicle Operators. This is included in Lenoir County Transit System Safety Plan which was approved by Lenoir County Board of Commissioners April 5, 2010. After reviewing the risk of exposure to bloodborne pathogens, it was determined that Lenoir County Transit would have to adopt an Exposure Control Plan. With the implementation of the Exposure Control Plan, Lenoir County Transit will be adhering to the policy of Lenoir County and NCDOT/Division Public Transportation. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 14 was unanimously approved.

Item No. 15 Resolution Approving the Contracts for Preventative Maintenance of Lenoir County Transit (LCT) Vehicles Utilizing Funds from the American Recovery and Reinvestment Act (ARRA) of 2009. Mr. Allison stated On May 4, 2009, a resolution was approved by the Board of Commissioners approving the American Recovery and Reinvestment Act of 2009 Application for FY 2009-2011. The ARRA provided funds to allow Transit Systems to apply for grants for Preventative Maintenance for vehicles. This resolution included preventative maintenance for eighteen (18) vehicles. NCDOT also approved preventative maintenance to include washing of vehicles, and interior cleaning, along with preventative maintenance for wheelchair lifts. This will be for a two (2) year period with an option for up to five (5) years. On April 25, 2010, thirty seven (37) Requests for Proposals were sent to vendors in Lenoir and other counties. The Request for Proposal was advertised in the local paper, a minority owned paper and the State of NC Purchase and Contract Interactive Purchasing System. Seven (7) proposals were returned for three (3) types of preventative maintenance: Vehicle Washing, Vehicle Preventative Maintenance, and Wheelchair Lift Preventative Maintenance. A pre-proposal conference was held May 6, 2010. Bid opening was held on May 25, 2010. After the bid opening, a local review committee made recommendations and the package was reviewed by NCDOT/Division of Public Transportation and on August 24, 2010 NCDOT approved the following vendors: Sparkle Right for vehicle washing, Auto Generator and Starter for vehicle preventative maintenance and Grant's Service for wheelchair lift maintenance. With the approval of these vendors, Lenoir County Transit will be able to utilize these ARRA funds for the preventative maintenance on the Lenoir County Transit vehicles. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 15 was unanimously approved.

Item No. 16 was a Resolution Approving the Highway 70 Corridor Commission Inter-Local Agreement: $25,000. Mr. Jarman stated the Board has not approved contributing to the Highway 70 Corridor Commission. The Lenoir County Transportation Committee has unanimously approved to

continue funding the commission. Ms. Sutton stated she feels that Lenoir County has notified the Commission of the importance of keeping everyone informed. Upon a motion by Ms. Sutton and a second by Mr. Davis, Item No. 16 was unanimously approved.

APPOINTMENTS

Item No. 17 was a Resolution Appointing Citizens to Boards, Commissions, Etc. Items were tabled due to first appearance. Item was tabled due to first appearance.

BOARD/COMMITTEE/COMMISSION	APPLICANT/ CURRENT MEMBER	TERM EXPIRATION
Lenoir County Transit Advisory Board 1st Appearance	Beverly K. Alston	**June 2013**
Lenoir County Criminal Justice Partnership Program (CJPP) 1st Appearance	Richard Basili	**May 2012**

CURRENT VACANCIES

Lenoir County Economic Development Board – At-Large Member
Lenoir County Health Board – (1) Veterinarian, (1) Optometrist, (2) Public Members
Lenoir County Planning Board – Districts One (1) and Four (4)
Grifton Planning Board – One (1) Vacancy
CJPP – Three (3) Vacancies
Kinston Board of Adjustment – Two (2) ETJ Members; (1) Primary – (1) Alternate

The Board requested to meet the new ABC Manager; Mr. Jarman stated he would schedule the meeting.

ADJOURN

Upon a motion by Mr. Graham and a second by Mr. Stroud the Board adjourned at 11:21 a.m.

Respectfully submitted,

Lashanda A. Hall
Clerk to the Board

Reviewed By

Michael W. Jarman
County Manager

☐

BUDGET ORDINANCE AMENDMENT:
General Fund:
DSS:
$925.00 Increase

Item No. 4

LENOIR COUNTY, NORTH CAROLINA

BUDGET AMENDMENT REQUEST

F' '10/11
Appropriations

Budget Amendment #_____
Date Approved _____

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
GENERAL	SOCIAL SERVICES	VARIOUS

Check One Box
New Appropriation: [x]
Line Item Transfer: [ ]

REVENUES

Account # and Title		Amount
INCREASE		
103531.3001		
ADMINISTRATIVE REIMBURSEMENT	$	925
Total	$	925

Check One Box
New Appropriation: [x]
Line Item Transfer: [ ]

EXPENDITURES

Account # and Title		Amount
INCREASE		
105330.4971		
Adult Day Care Fund	$	1,057
DECREASE		
105346.4971		
FOSTER CARE- ALL COUNTY	$	(132)
Total	$	925

Reason and Justification for Request:

Line item adjustments to reflect actual allocation received.

Department Head Approval	Date	Finance Officer Approval	Date
[signature]	9-15-10	Martha H. Martin	9/15/10

Budget Officer Approval	Date

Board Approval (When Applicable)	Date	Date of Minutes

Finance Office - Copy Department - Copy Administration - Copy

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: FINANCE/SHERIFF DEPT.: $4,344. INCREASE

Item NO.5

LENOIR COUNTY, NORTH CAROLINA

BUDGET AMENDMENT REQUEST

FY 2010 - 2011
Appropriations

Budget Amendment #_____
Date Approved _____

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
GENERAL	FINANCE / SHERIFF	VARIOUS

Check One Box
New Appropriation: [X]
Line Item Transfer: [ ]

REVENUES

Account # and Title	Amount
INCREASE	
10-3835-8201 SALE OF FIXED ASSETS-EQUIP	4,344.00
Total	4,344.00

Check One Box
New Appropriation: [X]
Line Item Transfer: [ ]

EXPENDITURES

Account # and Title		Amount
INCREASE		
10-4200-3990	AUCTION EXPENSE	326.00
10-4310-2900	OTHER SUPPLIES	4,018.00
Total		4,344.00

Reason and Justification for Request:
BUDGET AMENDMENT TO APPROPRIATE FUNDS FROM THE SALE OF SIRENS, BAR LIGHTS, SWITCHES AND OTHER RELATED EQUIPMENT IN THE SHERIFF'S DEPARTMENT. A CHECK IN THE AMOUNT OF $1,002.00 WAS RECEIVED ON SEPTEMBER 1, 2010 ALONG WITH CASH OF $2,320.00 ON AUGUST 10, 2010, AND CASH OF $1,022.00 ON SEPTEMBER 14, 2010, FOR THE SALE OF THE ABOVE MENTIONED EQUIPMENT ON GOVDEALS.COM.

Department Head Approval	Date	Finance Officer Approval	Date
Martha H. Martin	9/15/10	Martha H. Martin	9/15/10

Budget Officer Approval	Date

Board Approval (When Applicable)	Date	Date of Minutes

Finance Office - Copy Department - Copy Administration - Copy

Item NO. 6

PROCLAMATION
LENOIR COUNTY BIG SWEEP 2010 DAY
OCTOBER 2, 2010

WHEREAS, Lenoir County is rich in natural resources and beauty; and

WHEREAS, water is a basic and essential need for all life; and,

WHEREAS, trash fouls our waterways as well as our landscapes; and,

WHEREAS, every citizen should contribute to keeping our environment clean and healthy by working together to preserve clean water and the natural beauty of our surroundings; and,

WHEREAS, North Carolina Big Sweep is a statewide and global community effort to retrieve trash from North Carolina's waterways and landscapes;

NOW, THEREFORE, BE IT RESOLVED that October 2, 2010 is hereby declared **LENOIR COUNTY BIG SWEEP 2010 DAY** in Lenoir County, and Lenoir County does further hereby urge every citizen to do his or her part to restore the beauty and function of our lakes, streams and landscapes by volunteering to participate in the Big Sweep event.

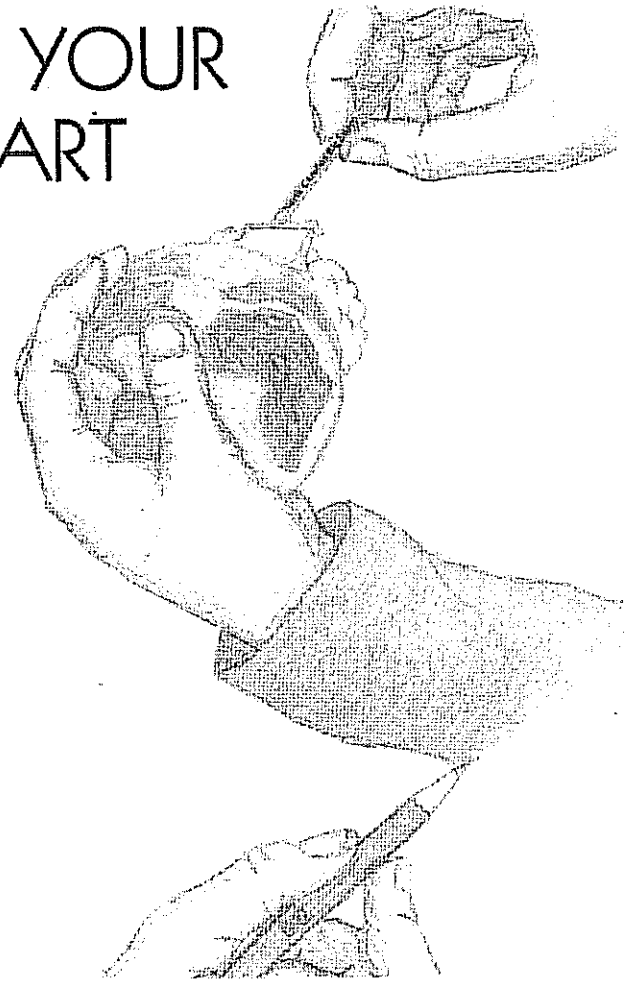
This the 20th day of September, 2010.

ATTEST:

Lashanda Hall, County Clerk

George Graham, Chairman
Lenoir County Commissioner

DO YOUR PART



Volunteers Needed!

In Just A Few Hours, You Can Make A BIG Difference.

Statewide Cleanup Date:

Saturday, Oct. 2

9 a.m. — 1 p.m.

Visit www.ncbigsweep.org
Or Call (800) 27-sweep

Local Info:

Neuseway Nature Center's Picnic Shelter 9 a.m. - 1 p.m.

Visit us on Facebook - "NC Big Sweep of Lenoir County" or contact Ruth Tanner at (252) 939-3283

PLATINUM Walmart Save money. Live better.

GOLD CHAMPIONS
Ocean Conservancy, Reynolds American, WGHP-Fox 8, WLOS-TV 13, WNCT-TV 9, WRAL-TV 5, WWAY-TV 3
A SPECIAL THANKS TO
2010 ARTIST OF THE YEAR Nathan Cole

NORTH CAROLINA bigsweep

ARE YOU BIG ON A LITTER-FREE ENVIRONMENT?

Item NO. 7

BUDGET ORDINANCE AMENDMENT: CAPITAL PROJECTS FUND: SANDERSON GAS LINE PROJECT: $755,683.18 LINE ITEM TRANSFER

LENOIR COUNTY, NORTH CAROLINA

BUDGET AMENDMENT REQUEST

FY 2010 - 2011

Appropriations

Budget Amendment #_____

Date Approved _____

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
CAPITAL PROJECTS	SANDERSON GAS LINE	VARIOUS

Check One Box		Check One Box	
New Appropriation: ☐		New Appropriation: ☐	
Line Item Transfer: ☒		Line Item Transfer: ☐	
REVENUES		**EXPENDITURES**	
Account # and Title	Amount	Account # and Title	Amount
INCREASE			
43-3915-9106 CITY OF KINSTON CONTRIBUTION	755,683.18		
DECREASE			
43-3915-9104 TRNSF FROM SOLID WASTE FUNDS	-755,683.18		
Total	0.00	Total	0.00

Reason and Justification for Request:

BUDGET AMENDMENT TO CORRECT BUDGET AMENDMENT #G-8. WHENEVER BUDGET AMENDMENT WAS DONE TO SET UP THE CITY OF KINSTON, THE COUNTY AND SANDERSON FARM PORTIONS OF REVENUE FOR THE GAS LINE PROJECT, THE ACCOUNT NUMBER THAT WAS ALREADY IN USE FOR THE "TRANSFER FROM SOLID WASTE FUND" WAS INADVERTENTLY PICKED UP IN ERROR. THIS WILL CHANGE THE NAME FOR ACCOUNT #43-3915-9104 BACK TO "TRNSF FROM SOLID WASTE FUND" AND SET UP A NEW NUMBER FOR THE CITY OF KINSTON'S PORTION OF GAS LINE PROJECT REVENUES.

Department Head Approval	Date	Finance Officer Approval	Date
Martha H. Martin	9/2/10	Martha H. Martin	9/2/2010
Budget Officer Approval	Date		
Michael W Jarman	9/2/10		
Board Approval (When Applicable)	Date	Date of Minutes	

Finance Office - Copy Department - Copy Administration - Copy

Logics GL Account Inquiry-Lenoir County

File Actions Help

Print Screen

Account Number 43-3915-9104

Description TRNSF FROM SOLID WASTE F

Fiscal Year 2009-2010 Prev. FYR

Select Options

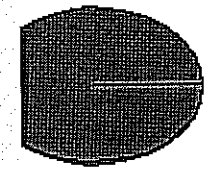
Start Period 1 - July

End Period 13 - Post Closing

Original Appropriation	-225,000.00
Appropriation Changes	0.00
Current Appropriation	-225,000.00
Beginning Balance	-225,000.00
Transactions	0.00
Ending Balance	-225,000.00
UnCollected Balance	0.00
Memo Balance	0.00

venue Comparison

100 % Over Collected



View Detail

Monthly Summary

Budget to Actual

Quarterly Total

Transactions Posted Journal Type All Filter Detail Preview Detail

Jrnl #	Tran. Date	Per.	Transaction Description	Amount	PO Amount	Budget Amount
BY-1-1-BC	07/14/09	1	BRING FORWARD CAPITAL PROJECT BI			-225,000.00
YF-1-2	01/08/10	1	YEAR FORWARD BALANCE	-225,000.00		
				-225,000.00	0.00	-225,000.00

Print the Current Screen | 502183-438705 | Caps | Num | MARTHAMAR1 | 9/2/2010 10: | Close

Logics GL Account Inquiry-Lenoir County

File Actions Help

Print Screen

Account Number 43-3915-9104 9106

Description CITY OF KINSTON CONTRIBUTI

Fiscal Year 2010-2011 **Current FYR**

Select Options

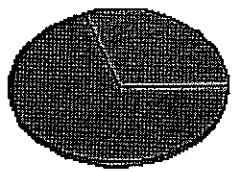
Start Period 1 - July

End Period 13 - Post Closing

Original Appropriation	0.00
Appropriation Changes	-755,683.18
Current Appropriation	-755,683.18
Beginning Balance	-225,000.00
Transactions	0.00
Ending Balance	-225,000.00
UnCollected Balance	-530,683.18
Memo Balance	-530,683.18

Revenue Comparison

30 % Coll.
70 % Uncoll.



View Detail

Transactions Posted Journal Type All Filter Detail Preview Detail

Jrnl #	Tran. Date	Per.	Transaction Description	Amount	PO Amount	Budget Amount
YF-1-1	07/12/10	1	YEAR FORWARD BALANCE	-225,000.00		
BE-10	08/05/10	2	G-8	0.00	0.00	-755,683.18
				-225,000.00	0.00	-755,683.18

Print the Current Screen | 673807-438705 | Caps | Num | MARTHAMART | 9/2/2010 10: | Close

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 9/20/10 **ITEM NO.** 8

RESOLUTION: Approving Terms and Documents for County Jail Financing

SUBJECT AREA: Financial

WHEREAS:

Lenoir County has previously determined to carry out the acquisition, construction and equipping (the "Project") of a new County jail. The County has also stated its intent to finance Project costs through an installment financing, as authorized under Section 160A-20 of the North Carolina General Statutes.

The County Manager has obtained for the County a proposal from Branch Banking and Trust Company ("BB&T) to provide the required financing.

The County Manager has made available to this Board the draft agreements listed on Exhibit A (the "Agreements"), which relate to the County's carrying out the financing plan.

BE IT THEREFORE RESOLVED by the Board of Commissioners of Lenoir County, North Carolina, as follows:

1. Determination To Proceed with Financing – The County accepts a proposal from BB&T dated September 13, 2010, to provide Project financing.

Under the financing plan, BB&T will make funds available to the County for use on Project costs. The County will repay the amount advanced, with interest, over time. As part of the financing plan, the County will grant to BB&T a mortgage-type interest in the new jail (and its associated real property) to secure the County's repayment obligation.

2. Approval of Agreements; Direction To Execute Documents – The Board approves the forms of the Agreements submitted to this meeting. The Board authorizes and directs the Board's Chairman and the County Manager, or either of them, to execute and deliver the Agreements in their final forms. The Agreements in their respective final forms must be in substantially the forms presented, with such changes as the Chairman or the County Manager may approve. The Agreements in final form, however, must be consistent with the financing plan described in this resolution and must provide (a) for the amount financed by the County not to exceed $18,500,000, (b) for an annual interest rate to the County not to exceed 6.15% (in the absence of a default or a change in tax status), and (c) for a financing term not to extend beyond December 31, 2030.

In addition, the Board's Chairman and the County Manager, or either of them, are authorized and directed to approve, execute and deliver any further documents and agreements they deem desirable for carrying out the purposes and intents of this

resolution. The execution and delivery of any document by an authorized officer will be conclusive evidence of such officer's approval of the final form of such document.

3. Authorization to County Manager and Finance Officer To Complete Closing – The County Manager, the Finance Officer and all other County officers and employees are authorized and directed to take all proper steps to complete the financing in cooperation with BB&T and in accordance with the terms of this resolution.

The Board authorizes and directs the Finance Officer to hold executed copies of all financing documents authorized or permitted by this resolution in escrow on the County's behalf until the conditions for their delivery have been completed to such officer's satisfaction, and thereupon to release the executed copies of such documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the foregoing, the Board specifically authorizes the Finance Officer to approve changes to any documents, agreements or certifications previously signed by County officers or employees, provided that such changes do not conflict with this resolution or substantially alter the intent from that expressed in the form originally signed. The Finance Officer's authorization of the release of any such document for delivery will constitute conclusive evidence of such officer's approval of any such changes.

In addition, the Finance Officer is authorized and directed to take all appropriate steps for the efficient and convenient carrying out of the County's on-going responsibilities with respect to the financing of the Project. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under this resolution or otherwise with respect to the Agreements, and to file for refundable tax credits from the United States to subsidize interest payments.

4. Resolutions as to Tax Matters -- The County will not take or omit to take any action the taking or omission of which will cause its obligations to pay principal and interest (the "Obligations") to be "arbitrage bonds," within the meaning of Section 148 of the United States Internal Revenue Code of 1986, as amended, including the applicable Treasury regulations (the "Code"), or "private activity bonds" within the meaning of Code Section 141.

5. Designation as Recovery Zone Bonds – (a) The County designates the Obligations as "recovery zone economic development bonds" for the purposes of, and within the meaning of, Code Section 1400U-2 and related Code provisions. The County intends that the financing approved by this resolution will qualify as such a recovery zone bond, and that therefore the County will qualify to have 45% of its interest expense paid or reimbursed by the United States. The Finance Officer is authorized and directed to take all such further action as may be appropriate to provide for such designation and for the qualification of the Obligations as recovery zone economic development bonds.

(b) Notwithstanding the foregoing, the Finance Officer is authorized and directed to provide for the Obligations to be contracted in part as recovery zone bonds as described in (a) above and in part as traditional tax-exempt financing if the Finance Officer determines such arrangement to be in the County's overall best interest. The Finance Officer shall in any event deliver a certification at the closing of the financing either designating all the Obligations as recovery zone bonds or designating a portion of the Obligations as recovery zone bonds.

6. Miscellaneous Provisions – All County officers and employees are authorized and directed to take all such further action as they may consider necessary or desirable in furtherance of the purposes of this resolution. All such prior actions of County officers and employees are ratified, approved and confirmed. Upon the absence, unavailability or refusal to act of the County Manager, the Board's Chairman or the Finance Officer, any other of such officers may assume any responsibility or carry out any function assigned in this resolution. In addition, the Vice Chairman or any Deputy or Assistant Clerk to the Board may in any event assume any responsibility or carry out any function assigned to the Chairman or the Clerk, respectively, in this resolution. All other Board proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

* * * * * * *

Exhibit A – Proposal and Draft Agreements

(a) Proposal from BB&T dated September 13, 2010, to provide Project financing.

(b) A draft dated September 15, 2010, of a Financing Agreement and Deed of Trust to be dated on or about October 14, 2010 (the "Financing Contract"), from the County for the benefit of BB&T, providing for the advance of funds to the County for the County's undertaking of the Project, setting out the terms of the County's promise and obligation to repay the amount financed and to care for the collateral, and providing for a security interest in the proposed new jail (and its associated real property) to secure the County's obligations.

(c) A draft dated September 15, 2010, of a Project Fund Agreement to be dated on or about October 14, 2010, between the County and BB&T, providing for the custody and investment of financing proceeds pending their application to Project costs.

* * * * * * *

AMENDMENTS:

APPROVED_____DENIED_____UNANIMOUS

Yea Votes: Graham____Stroud____Brown____Davis____Humphrey____

Pharo____Sutton____

_____
George W. Graham, Jr., Chairman

_____
Date

I certify that the foregoing resolution was properly adopted at a meeting of the Board of Commissioners of Lenoir County, North Carolina, that was properly called and held on September 20, 2010, and that a quorum was present and acting throughout such meeting. Such resolution remains in full effect as of today.

Dated this ____ day of September, 2010.

[SEAL]

_____
Clerk, Board of Commissioners
Lenoir County, North Carolina

Exhibit A(a)

BB&T

BB&T Governmental Finance

5130 Parkway Plaza Boulevard
Charlotte, North Carolina 28217
(704) 954-1700
Fax (704) 954-1799

September 13, 2010

Mr. Tommy Hollowell
Assistant County Manager
Lenoir County
Post Office Box 3289
Kinston, North Carolina 28502

Dear Tommy:

Branch Banking and Trust Company ("BB&T") is pleased to offer this proposal for Recovery Zone Economic Development Bonds as requested by the County ("Lenoir County").

(1) **Project:** Lenoir County Jail

(2) **Amount to Be Financed:** $18,500,000

(3) **Interest Rates, Financing Terms and Corresponding Payments:**

Amount	Financing	Term	Rate
$18,500,000	RZEDB	20 yrs	6.15% Taxable

Payments shall be level principal annually in arrears. The underwriting of RZEDB shall be a fully amortizing transaction for the term of 20 years. See the attached amortization schedule(s) for information on payments.

The interest rate stated above is valid for a closing not later than October 15, 2010. Closing of the financing is contingent upon credit approval, completing documentation acceptable to BB&T and upon acceptable real property to BB&T and closing shall be in person with the County as determined by BB&T and its counsel. The financing proceeds shall be deposited on behalf of the County in a project fund with BB&T for use on project expenses.

Remuneration for the underwriting and origination shall be $12,700.00 which shall include all legal documents with opinions and reviews necessary to BB&T to correctly document this transaction as noted in the Recovery Act of 2009. All applicable taxes, surveys, zoning, appraisals, permits, costs of environmental studies, title insurance premiums, LGC approval fees, costs of counsel for the County and any other costs shall be the County's responsibility and separately payable by the County. The financing shall be callable at 101% in whole on any interest payment date.

The stated interest rate assumes that the County shall comply with IRS Code Sections 141, 148, 149(e) and the financing shall be a Recovery Zone Economic Development Bond. BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing does not qualify as a Recovery Zone Economic Development Bond financing.

(4) Security:

This financing shall be secured by a first lien security interest on all real estate and personal property (if applicable) designated for or acquired with financing proceeds as determined by BB&T and Lenoir County.

(5) Financing Documents:

BB&T and its counsel shall prepare the financing agreement and deed of trust and all documentation for the County. We shall provide a sample of those documents to you for the underwriting.

BB&T shall have the right to cancel this offer by notifying the County of its election to do so (whether or not this offer has previously been accepted by the County) if at any time prior to the closing there is a material adverse change in the County's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the County or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

A form of a resolution that your governing board can use to award the financing to BB&T and specify the requirements for Recovery Zone Economic Development Bond and tax-exempt installment financing shall be sent once BB&T is notified.

Please call me at 336.376.0254 or Louis Loyd at 704.954.1700 with your questions and comments. We look forward to talking with you.

Sincerely,

BRANCH BANKING AND TRUST COMPANY

Alison W. Peeler

Alison W. Peeler
Senior Vice President

Enclosure

Exhibit A(b)

$SHLF draft of September 15, 2010

Prepared By and Return After Recording To:

Robert M. Jessup Jr.
Sanford Holshouser LLP
209 Lloyd St., Suite 350
Carrboro, NC 27510

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.

By: _____
Finance Officer
Lenoir County, North Carolina

FINANCING AGREEMENT AND DEED OF TRUST

STATE OF NORTH CAROLINA	)	**COLLATERAL IS OR**
	)	**INCLUDES FIXTURES**
LENOIR COUNTY	)	

THIS FINANCING AGREEMENT AND DEED OF TRUST (this "Agreement") is dated as of October 14, 2010, and is granted by **LENOIR COUNTY, NORTH CAROLINA**, a political subdivision of the State of North Carolina (the "County"), to F. Louis Loyd, III, a citizen and resident of Mecklenburg County, North Carolina (the "Deed of Trust Trustee"), for the benefit of **BRANCH BANKING AND TRUST COMPANY** ("BB&T").

RECITALS:

The County has the power, pursuant to Section 160A-20 of the North Carolina General Statutes, to enter into installment contracts to finance the purchase or improvement of real or personal property, and to secure its obligations under such contracts by security interests in all or a portion of the property purchased or improved. This Agreement provides for BB&T to advance $18,500,000.00 to the County to enable the County to acquire and construct the Facilities (as defined below) on and for the Site (as defined

below), and provides for securing the County's obligations under this Agreement by creating certain security interests in favor of BB&T.

This Agreement secures current advances of $18,500,000. The current scheduled date for final repayment is on or about October 14, 2030.

NOW, THEREFORE,

(1) in consideration of the execution and delivery of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

(2) to secure the County's performance of all its covenants under this Agreement, including the repayment of amounts advanced and to be advanced, together with interest on all such advances as provided in this Agreement or any amendments hereto, and all charges and expenses of collection (including court costs and reasonable attorneys' fees and expenses); and

(3) to charge the Mortgaged Property, as defined below, with such payment and performance,

the County hereby sells, grants and conveys to the Deed of Trust Trustee, his heirs and assigns forever, in trust, with power of sale, the following (collectively, the "Mortgaged Property"):

(a) (i) the property described in Exhibit A, and (ii) all real property hereafter acquired by the County in exchange for, or in consideration of the exchange of, or with the proceeds from any disposition of, all or any part of any property described in this subparagraph, and in all cases together with all easements, rights, liberties, rights-of-way and appurtenances belonging to any such property (collectively, the "Site");

(b) the improvements described in Exhibit B and all other improvements and fixtures now or hereafter attached or appurtenant to or used in or on those improvements or the Site, including (i) all renewals and replacements thereof and all additions thereto, (ii) all articles in substitution thereof, (iii) all building materials for construction, improvement, modification or repair of such improvements upon their delivery to the Site, and (iv) all proceeds of all the foregoing in whatever form resulting from the loss or disposition of the foregoing, including all proceeds of and unearned premiums for any insurance policies covering the Site and such improvements, proceeds of title insurance and payments related to the exercise of condemnation or eminent domain authority, and all judgments or settlements in lieu of any of the foregoing (collectively, the "Facilities"); and

(c) the moneys on deposit from time to time in the Project Fund, as provided in Section 2.03.

TO HAVE AND TO HOLD the Mortgaged Property with all privileges and appurtenances thereunto belonging, to the Deed of Trust Trustee, his heirs and assigns forever, upon the trusts, terms and conditions and for the purposes set out below, in fee simple in trust;

SUBJECT, HOWEVER, to the encumbrances described in Exhibit C (the "Existing Encumbrances");

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST: if the Required Payments (as defined below) are paid in full in accordance with this Agreement, and the County shall comply with all of the terms, covenants and conditions of this Agreement, this conveyance shall be null and void and shall be canceled of record at the County's request and cost, and title shall revest as provided by law.

BUT IF, HOWEVER, THERE SHALL OCCUR AN EVENT OF DEFAULT UNDER THIS AGREEMENT, then BB&T shall have the remedies provided for in this Agreement, including directing the Deed of Trust Trustee to sell the Mortgaged Property under power of sale.

THE COUNTY COVENANTS AND AGREES with the Deed of Trust Trustee and BB&T (and their respective heirs, successors and assigns), in consideration of the foregoing, as follows:

ARTICLE I

DEFINITIONS; INTERPRETATION

Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

"Additional Payments" means any of BB&T's reasonable and customary fees and expenses related to the transactions contemplated by this Agreement, any of BB&T's expenses (including attorneys' fees) in prosecuting or defending any action or proceeding in connection with this Agreement, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which BB&T is required to pay as a result of this Agreement, inspection and re-inspection fees, and any other amounts payable by the County (or paid by BB&T on the County's behalf) as a result of its covenants under this Agreement (together with interest that may accrue on any of the above if the County shall fail to pay the same, as set forth in this Agreement).

"Amount Advanced" has the meaning assigned in Section 2.02.

"Bond Counsel Opinion" means a written opinion (in form and substance acceptable to BB&T) of an attorney or firm of attorneys acceptable to BB&T.

"Budget Officer" means the County officer from time to time charged with preparing the County's draft budget as initially submitted to the Governing Board for its consideration.

"Business Day" means any day on which banks in the State are not by law authorized or required to remain closed.

"Closing Date" means the date on which this Agreement is first executed and delivered by the parties, which is expected to be on or about October 14, 2010.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the County's obligations under this Agreement and all proposed (including temporary) regulations which, if adopted in the form proposed, would apply to such obligations. Reference to any specific Code provision shall be deemed to include any successor provisions thereto.

"Construction Contracts" means any contracts with contractors related to the construction of the Facilities.

"County" means Lenoir County, North Carolina.

"County Representative" means the County Manager, the County's finance officer or such other person or persons at the time designated, by a written certificate furnished to BB&T and signed on the County's behalf by the presiding officer of the County's Governing Board, to act on the County's behalf for any purpose (or any specified purpose) under this Agreement.

"Event of Default" means one or more events of default as defined in Section 8.01.

"Event of Nonappropriation" means any failure by the Governing Board to adopt, by the first day of any Fiscal Year, a budget for the County that includes an appropriation for Required Payments, or the Governing Board's amendment of the annual budget to remove an appropriation for Required Payments, in each case as contemplated by Section 3.05.

"Existing Encumbrances" means the encumbrances described in Exhibit C.

"Fiscal Year" means the County's fiscal year beginning July 1, or such other fiscal year as the County may later lawfully establish.

"Governing Board" means the County's governing board as from time to time constituted.

"Improvements" means the improvements described in Exhibit B, and generally includes a new County jail.

"Installment Payments" means the payments payable by the County pursuant to Section 3.01.

"LGC" means the North Carolina Local Government Commission.

"Mortgaged Property" means the Mortgaged Property, as defined above.

"Net Proceeds," when used with respect to any amounts derived from claims made on account of insurance coverages required under this Agreement, any condemnation award arising out of the condemnation of all or any portion of the Mortgaged Property, payments on any bonds required by Section 5.03, any amounts recovered from any contractor on an action for default or breach, as described in Section 5.03, or any amounts received in lieu or in settlement of any of the foregoing, means the amount remaining after deducting from the gross proceeds thereof all expenses (including attorneys' fees and costs) incurred in the collection of such proceeds, and after reimbursement to the County or BB&T for amount previously expended to remedy the event giving rise to such payment or proceeds.

"Obligations" means the County's obligations to pay the Installment Payments, including the principal and interest components.

"Payment Dates" means the dates indicated in Exhibit D.

"Permitted Encumbrances" means, as of any particular time, (a) the Existing Encumbrances, (b) liens for taxes and assessments not then delinquent, (c) this Agreement, and (d) easements, rights-of-way and other such minor defects or restrictions as normally exist with respect to property of the same general character as the Mortgaged Property that will not impair the County's intended use of the Mortgaged Property.

"Plans and Specifications" means all plans and specifications for the Facilities prepared by architects, engineers and other consultants.

"Prime Rate" means the interest rate so denominated and set by BB&T (whether or not BB&T, or any affiliate, is at any time the beneficiary under this Agreement) as its "Prime Rate," as in effect from time to time.

"Project Costs" means all costs of the design, planning, constructing, acquiring, installing and equipping of the Facilities as determined in accordance with generally accepted accounting principles and that will not adversely affect the treatment of the

Obligations as Recovery Bonds, including (a) sums required to reimburse the County or its agents for advances made for any such costs, (b) interest during the construction process and for up to six months thereafter, and (c) all costs related to the financing of the Facilities through this Agreement and all related transactions.

"Project Fund" has the meaning assigned in Section 2.02.

"Project Fund Agreement" has the meaning assigned in Section 2.02.

"Recovery Bonds" means Recovery Zone Economic Development Bonds within the meaning of Code Section 1400U-2.

"Required Payments" means Installment Payments and Additional Payments.

"Section 160A-20" means Section 160A-20 of the North Carolina General Statutes, as amended, or any successor provision of law.

"State" means the State of North Carolina.

"UCC" means the Uniform Commercial Code or any successor law as in effect from time to time in the State, currently Chapter 25 of the North Carolina General Statutes.

All references in this Agreement to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Agreement. The words "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number shall include the plural number and vice versa.

ARTICLE II

SECURITY PROVIDED BY THIS AGREEMENT; ADVANCE

2.01. Security for Payment and Performance. This Agreement secures the County's payment, as and when the same shall become due and payable, of all Required Payments and the County's timely compliance with all terms, covenants and conditions of this Agreement.

2.02. Advance. BB&T advances $18,500,000 (the "Amount Advanced") to the County on the Closing Date, and the County accepts the Amount Advanced from BB&T.

BB&T is advancing the Amount Advanced by making a deposit to a Project Fund (the "Project Fund") as provided in a Project Fund Agreement of even date (the "Project

Fund Agreement") between the County and BB&T. The amount of this deposit is equal to the Amount Advanced less a loan fee to BB&T of $12,700. The County agrees that BB&T may net this fee against the funding of the Amount Advanced.

The County shall use all amounts on deposit from time to time in the Project Fund, including the Amount Advanced and all investment earnings, only for Project Costs until the Project Fund is terminated as provided under the Project Fund Agreement.

2.03. UCC Security Agreement. This Agreement is intended as and constitutes a security agreement pursuant to the UCC with respect to all moneys on deposit from time to time in the Project Fund and any portions of the Mortgaged Property that may from time to time constitute personal property. The County hereby grants to BB&T a security interest in any such personal property and in the moneys on deposit from time to time in the Project Fund to secure the Required Payments.

2.04. County's Limited Obligation. (a) THE PARTIES INTEND THAT THIS TRANSACTION COMPLY WITH SECTION 160A-20. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE COUNTY'S FAITH AND CREDIT WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS A DELEGATION OF GOVERNMENTAL POWERS OR AS AN IMPROPER DONATION OR A LENDING OF THE COUNTY'S CREDIT WITHIN THE MEANING OF THE STATE CONSTITUTION. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE COUNTY IN VIOLATION OF SECTION 160A-20. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the County's moneys (other than the funds held under the Project Fund Agreement or this Agreement), nor shall any provision of this Agreement restrict the future issuance of any of the County's bonds or obligations payable from any class or source of the County's moneys (except to the extent this Agreement restricts the incurrence of additional obligations secured by the Mortgaged Property). To the extent of any conflict between this Section 2.04 and any other provision of this Agreement, this Section takes priority.

(b) Nothing in this Section is intended to impair or prohibit foreclosure on this Agreement if the Required Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Agreement or the Project Fund Agreement, and in any such event BB&T may request the Deed of Trust Trustee to foreclose on the Mortgaged Property as provided in this Agreement.

2.05. County's Continuing Obligations. The County shall remain liable for full performance of all its covenants under this Agreement (subject to the limitations described in Section 2.04), including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

(a) BB&T's waiver of any right granted or remedy available to it;

(b) The forbearance or extension of time for payment or performance of any obligation under this Agreement, whether granted to the County, a subsequent owner of the Facilities or any other person;

(c) The release of all or part of the Mortgaged Property or the release of any party who assumes all or any part of such performance;

(d) Any act or omission by BB&T (but this provision does not relieve BB&T of any of its obligations under this Agreement or the Project Fund Agreement);

(e) The sale of all or any part of the Mortgaged Property; or

(f) Another party's assumption of the County's obligations under this Agreement.

2.06. Construction Mortgage. The security interest evidenced by this Agreement is a "construction mortgage" with respect to the Facilities within the meaning of Section 25-9-334 of the North Carolina General Statutes.

ARTICLE III

COUNTY'S PAYMENT OBLIGATION AND RELATED MATTERS

3.01. Installment Payments. The County shall repay the Amount Advanced by making Installment Payments to BB&T at the times and in the amounts set forth in Exhibit D, except as otherwise provided in this Agreement. As indicated in Exhibit D, the Installment Payments reflect the repayment of the Amount Advanced and include designated interest components. All payments are due in lawful money of the United States by wire transfer, or other transfer of immediately available funds, on the payable date to BB&T to such account in the United States as BB&T may from time to time designate to the County.

3.02. Additional Payments. The County shall pay all Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed in lawful money of the United States.

3.03. Prepayment. The Amount Advanced is subject to prepayment at the County's option, in whole but not in part, on any date, at a prepayment price equal to 101% of the principal amount to be prepaid, plus interest accrued to the prepayment date. In addition, the Amount Advanced is subject to prepayment at the County's option, in whole or in part, on any Payment Date, at a prepayment price equal to 100% of the principal amount to be prepaid, plus interest accrued to the prepayment date, from Net Proceeds as

provided in Section 6.10. The County shall notify BB&T at least 30 days' prior to the intended prepayment date.

3.04. Late Payments. If the County fails to pay any Required Payment when due, the County shall pay additional interest on the unpaid amount (as permitted by law) at an annual rate equal to the Prime Rate from the original due date.

3.05. Appropriations. (a) The Budget Officer shall include in the initial proposal for each of the County's annual budgets the amount of all Installment Payments and estimated Additional Payments coming due during the Fiscal Year to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation for Required Payments in a proposed budget, the Governing Board may determine not to include such an appropriation in the County's final budget for such Fiscal Year, or may delete an appropriation from an adopted budget.

(b) If within 15 days after the beginning of any Fiscal Year the County has not appropriated an amount equal to the Installment Payments and estimated Additional Payments coming due during such Fiscal Year, or if at any time the County amends the annual budget to reduce the amounts appropriated for Required Payments, then the County must send a notice to such effect to BB&T and to the LGC, to the attention of its Secretary, at 325 North Salisbury St., Raleigh, North Carolina 27603-1385.

(c) The actions required of the County and its officers pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties. It shall be the duty of each and every County official to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the County to carry out and perform the actions required pursuant to this Section and the remainder of this Agreement to be carried out and performed by the County.

(d) The County reasonably believes that it can obtain funds sufficient to pay all Required Payments when due.

3.06. No Abatement. There shall be no abatement or reduction of the Required Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Site or of the Facilities, except as expressly provided in this Agreement. The County assumes and shall bear the entire risk of completion, loss and damage to the Site and the Facilities from any cause whatsoever. The County shall in all events make all the Installment Payments unless that obligation is otherwise terminated as provided in this Agreement.

ARTICLE IV

COUNTY'S COVENANTS, REPRESENTATIONS AND WARRANTIES

4.01. Warranties of Title. The County covenants with the Deed of Trust Trustee and BB&T that the County is seized of and has the right to convey the Mortgaged Property in fee simple, that the Mortgaged Property is free and clear of all liens and encumbrances other than the Permitted Encumbrances, that title to the Mortgaged Property is marketable, and that the County will forever warrant and defend title to the Mortgaged Property against the claims of all persons.

4.02. Indemnification. To the extent permitted by law, the County shall indemnify, protect and save the Deed of Trust Trustee, BB&T and its officers and directors, and the LGC's members and employees, harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Mortgaged Property or the transactions contemplated by this Agreement, including without limitation the possession, condition, construction or use of the Facilities, other than such liabilities or losses caused by BB&T's own negligence or misconduct. The indemnification arising under this Section shall survive the Agreement's termination.

4.03. [Reserved.]

4.04. Validity of Organization and Acts. The County is validly organized and existing under State law, has full power to enter into this Agreement and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Agreement. This Agreement is a valid, legal and binding obligation of the County.

4.05. Maintenance of Existence. The County shall maintain its existence, shall continue to be a local governmental unit of the State, validly organized and existing under State law, and shall not consolidate with or merge into another local governmental unit of the State, or permit one or more other local governmental units of the State to consolidate with or merge into it, unless the local governmental unit thereby resulting assumes the County's obligations under this Agreement.

4.06. Acquisition of Permits and Approvals. All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the County's part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the acquisition and construction of the Facilities have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

4.07. No Breach of Law or Contract. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the

fulfillment of or compliance with the terms and conditions of this Agreement, (a) to the best of the County's knowledge, constitutes a violation of any provision of law governing the County or (b) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the County is a party or by which the County is bound.

4.08. No Litigation. There is no litigation or any governmental administrative proceeding to which the County (or any official thereof in an official capacity) is a party that is pending or, to the best of the County's knowledge after reasonable investigation, threatened with respect to (a) the County's organization or existence, (b) its authority to execute and deliver this Agreement or to comply with the terms of this Agreement, (c) the validity or enforceability of this Agreement or the transactions contemplated hereby, (d) the title to office of any Governing Board member or any other County officer, (e) any authority or proceedings relating to the County's execution or delivery of this Agreement, or (f) the undertaking of the transactions contemplated by this Agreement.

4.09. No Current Default or Violation. (a) The County is not in violation of any existing law, rule or regulation applicable to it, (b) the County is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the County is a party or by which it is bound or to which any of its assets are subject, including this Agreement, and (c) no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Agreement, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.

4.10. No Misrepresentation. No representation, covenant or warranty by the County in this Agreement is false or misleading in any material respect.

4.11. Environmental Warranties and Indemnification. (a) The County warrants and represents to BB&T as follows:

(i) The County has no knowledge of, and after reasonable inquiry no reason to believe (A) that any industrial use has been made of the Mortgaged Property, (B) that the Mortgaged Property has been used for the storage, treatment or disposal of chemicals or any wastes or materials that are classified by federal, State or local laws as hazardous or toxic substances, or (C) that any manufacturing, landfilling or chemical production has occurred on the Mortgaged Property.

(ii) The Mortgaged Property is in compliance with all federal, State and local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 et seq., and the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law No. 99-499, 100 Stat. 1613.

(iii) The County has fully disclosed to BB&T in writing the existence, extent and nature of any hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, any materials containing asbestos), which the County is legally authorized and empowered to maintain on, in or under the Mortgaged Property or use in connection therewith, and the County has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in compliance with all of the terms, conditions and requirements of such licenses, permits and approvals.

(iv) The County will promptly notify BB&T of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Mortgaged Property or used in connection therewith, and will promptly send to BB&T copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Mortgaged Property.

(b) To the extent permitted by law, the County shall indemnify and hold BB&T and the Deed of Trust Trustee harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against the Deed of Trust Trustee or BB&T as a direct or indirect result of any warranty or representation made by the County in subsection (a) above being false or untrue in any material respect, or (ii) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances related to the Facilities or the Site by the Deed of Trust Trustee, BB&T or the County or any transferee or assignee of the Deed of Trust Trustee, BB&T or the County.

(c) The County's obligations under this Section shall continue in full effect notwithstanding full payment of the Required Payments or foreclosure under this Agreement or delivery of a deed in lieu of foreclosure.

4.12. Further Instruments. Upon BB&T's request, the County shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by BB&T to carry out more effectively the purposes of this Agreement or any other document related to the transactions contemplated hereby, and to subject to the liens and security interests hereof and thereof all or any part of the Mortgaged Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Agreement.

4.13. BB&T's Advances for Performance of County's Obligations. If the County fails to perform any of its obligations under this Agreement, BB&T is authorized,

but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by BB&T (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Mortgaged Property, and any associated legal or other expenses), together with interest thereon at the Prime Rate, shall be secured as Additional Payments under this Agreement. The County promises to pay all such amounts to BB&T immediately upon demand.

4.14. Facilities Will Be Used and Useful. The acquisition and construction of the Facilities is necessary and expedient for the County. The County has an immediate need for, and expects to make immediate use of, all of the Facilities, and does not expect such need or use to diminish in any material respect during the term of the Agreement. The Facilities will not be used in any private business or put to any private business use.

4.15. Financial Information. (a) The County shall send to BB&T a copy of the County's audited financial statements for each Fiscal Year within 30 days of the County's acceptance of such statements, but in any event within 150 days of the completion of such Fiscal Year.

(b) The County shall furnish BB&T, at such reasonable times as BB&T shall request, all other financial information (including, without limitation, the County's annual budget as submitted or approved) as BB&T may reasonably request. The County shall permit BB&T or its agents and representatives to inspect the County's books and records and make extracts therefrom.

4.16. Taxes and Other Governmental Charges. The County shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Agreement. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the County shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the Agreement term. The County shall not allow any liens for taxes, assessments or governmental charges with respect to the Mortgaged Property or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Mortgaged Property or any portion thereof which, if not paid, will become a charge on any interest in the Mortgaged Property, including BB&T's interest, or the rentals and revenues derived therefrom or hereunder).

4.17. County's Insurance. (a) The County shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to all improvements in or on the Site or otherwise related to the Facilities in an amount equal to the estimated replacement cost of such improvements. Such property damage insurance shall include standard mortgagee coverage in favor of BB&T. The County shall provide evidence of such coverage to BB&T promptly upon such substantial completion. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 6.10.

(b) The County shall, at its own expense, acquire, carry and maintain comprehensive general liability insurance in an amount not less than $2,000,000 for personal injury or death and $2,000,000 for property damage, and must include BB&T as an additional insured with respect to occurrences related to the Site and the Facilities.

(c) The County shall also maintain workers' compensation insurance issued by a responsible carrier authorized under State law to insure the County against liability for compensation under applicable State law as in effect from time to time, or in the alternative may provide for workers' compensation insurance by means of an adequate self-insurance or risk retention program reasonably acceptable to BB&T.

(d) All insurance shall be maintained with generally recognized responsible insurers and may carry reasonable deductible or risk-retention amounts. All such policies shall be deposited with BB&T, provided that in lieu of such policies there may be deposited with BB&T a certificate or certificates of the respective insurers attesting the fact that the insurance required by this Section is in full effect. Prior to the expiration of any such policy, the County shall furnish BB&T evidence satisfactory to BB&T that the policy has been renewed or replaced or is no longer required by this Agreement.

(e) No County agent or employee shall have the power to adjust or settle any property damage loss greater than $50,000 with respect to the Mortgaged Property, whether or not covered by insurance, without BB&T's prior written consent.

(f) BB&T shall not be responsible for the sufficiency or adequacy of any required insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by BB&T.

(g) The County shall deliver to BB&T annually by June 30 of each year a certificate stating that the risk coverages required by this Agreement are in effect, and stating the carriers, policy numbers, coverage limits and deductible or risk-retention amounts for all such coverages.

4.18. <u>Title Insurance</u>. The County agrees to obtain, at its own cost and expense, an American Land Title Association policy of title insurance, in form satisfactory to BB&T, effective as of the Closing Date, in an amount not less than the Amount Advanced, naming BB&T as insured mortgagee. Such policy shall insure the County's fee title to the Site, subject only to Permitted Encumbrances, and shall be issued by a title insurance company qualified to do business in the State of North Carolina and acceptable to BB&T. On or before the Closing Date, the County shall provide BB&T with a copy of the commitment of the issuer of such policy to issue the policy. Within thirty days after the Closing Date, the County shall provide BB&T with a copy of such policy.

4.19. <u>Representations Related to Tax Matters</u>. The County warrants,

represents and covenants (all such warranties, representations and covenants being continuing), for the benefit of BB&T and its successors and assigns, as follows:

(a) The County will not take or permit, or omit to take or cause to be taken, any action that would cause the Obligations to be "arbitrage bonds" or "private activity bonds" within the meaning of the Code, or which would otherwise cause the interest components of the Installment Payments to be includable in gross income for federal tax purposes (but for the application of the Code sections that qualify the Obligations as Recovery Bonds). If the County shall take or permit, or take or cause to be taken, any such action, the County shall take (or cause to be taken) all lawful actions within its power reasonably necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

(b) The County designates the Obligations as Recovery Bonds. The County irrevocably elects to apply Code Sections 1400U-1 and 1400U-2 such that the Obligations will qualify as Recovery Bonds. The County will make no use of the financing proceeds (including the Amount Advanced and the interest earnings thereon) that will cause any of the Obligations to fail to qualify as Recovery Bonds. The County covenants to do and perform all acts and things permitted by law in order to comply with the provisions of the Code in order to assure that the Obligations continue to constitute Recovery Bonds.

(c) All of the real property described in Exhibit A lies within a "recovery zone" designated by the County for the purposes of Code Section 1400U-2 by a resolution adopted by the Governing Board on May 3, 2010. The County shall spend no portion of the Amount Advanced on costs related to facilities lying outside the boundaries of the County.

(d) The County has received at least $18,500,000 of recovery zone economic development bond allocation from the State for purposes of financing the Facilities.

(e) All of the "Available Project Proceeds," as defined below, will be used only for qualified economic development purposes, as defined in Code Section 1400U-2(c) (hereafter, a "Qualified Purpose") that lies within the "recovery zone" designated by the County as described in subsection (c) above.

"Available Project Proceeds" means all of the Amount Advanced plus earnings on the Amount Advanced, other than such amounts as are used to pay issuance costs (to the extent that such paid costs do not exceed 2% of such proceeds) or are in a reasonably required reserve fund (within the meaning of Code Section 150(a)(3)).

(f) Throughout the term of the Obligations, the County will comply with all requirements of law related to Recovery Bonds, including the prevailing wage requirements of the federal Davis-Bacon Act (Subchapter IV, Chapter 31, Title 40, United States Code), to the extent required by the American Recovery and Reinvestment

Act of 2009.

(g) No more than 2% of the face amount of this contract (2% of $18,500,000 or $370,000) will be used from the Amount Advanced to pay financing costs related to this transaction, including BB&T's fee of $12,700, legal fees, fees of the LGC, publication costs, and survey and title insurance expenses.

(h) The County will maintain books and records that will show in reasonable detail the use and investment of the funds derived from the Amount Advanced, as may be appropriate to document compliance with the provisions of this Section.

(i) The County will provide to BB&T, at such reasonable times as BB&T may request, all information reasonably available to the County concerning the County's compliance with the requirements of this Agreement and otherwise with the requirements of Code Section 1400U-2 and related Treasury Regulations.

ARTICLE V

TERMS OF CONSTRUCTION

5.01. Construction; Changes. (a). The County shall comply with the provisions of Article 8 of Chapter 143 of the North Carolina General Statutes and enter into the Construction Contracts. The County shall cause the construction to be carried on continuously in accordance with the Plans and Specifications and all applicable State and local laws and regulations. The County shall cause the Facilities to be constructed on the Site and shall insure (i) that the Facilities do not encroach upon nor overhang any easement or right-of-way and (ii) that the Facilities, when erected, will be wholly within any applicable building restriction lines, however established, and will not violate applicable use or other restrictions contained in prior conveyances or applicable protective covenants or restrictions. The County shall cause all utility lines, septic systems and streets serving the Site to be completed in accordance with health department standards and other applicable regulations of any governmental agency having jurisdiction.

(b) The County may approve changes to the Plans and Specifications and the Construction Contracts in its discretion except that the County may not, without BB&T's consent, approve any changes which (i) result in the Facilities' use for purposes substantially different from those initially proposed or (ii) which increase total estimated Project Costs beyond amounts previously identified and designated for such purpose.

5.02. Construction within Funds Available. The County represents that, based upon its examination of the Site and of the Plans and Specifications, estimated construction and equipment costs provided by licensed architects and engineers and the Facilities' anticipated configuration, the Facilities can be constructed, acquired and equipped for a

total price within the total amount of funds to be available therefore in the Project Fund, income anticipated to be derived from the investment thereof and other funds previously identified and designated for such purposes. If the total amount available for such purposes in the Project Fund shall be insufficient to pay the entire cost of the Project, the County promises to pay any such excess costs, with no resulting reduction or offset in the amounts otherwise payable by the County under this Agreement.

5.03. Contractors' Performance and Payment Bonds. The County shall require each contractor entering into a Construction Contract to furnish a performance bond and a separate labor and material payment bond as required by Article 3, Chapter 44A of the North Carolina General Statutes. The County shall provide copies of all such bonds to BB&T promptly upon the County's receipt of each such bond. Each such bond shall include BB&T as a dual obligee.

Upon any material default by a contractor under any Construction Contract, or upon any material breach of warranty with respect to any materials, workmanship or performance, the County shall promptly proceed, either separately or in conjunction with others, to pursue diligently its remedies against such contractor or against the surety of any bond securing the performance of such Construction Contract.

5.04. Contractors' General Public Liability and Property Damage Insurance. The County shall require each contractor entering into a Construction Contract to procure and maintain standard form (a) comprehensive general public liability and property damage insurance, at such contractor's own cost and expense, during the duration of such contractor's construction contract, in the amount of at least $1,000,000, and (b) comprehensive automobile liability insurance on owned, hired and non-owned vehicles for not less than $1,000,000. Such policies shall include BB&T as an additional named insured. The County shall provide to BB&T a certificate of insurance in a form acceptable to BB&T with respect to each contractor. Such insurance shall provide protection from all claims for bodily injury, including death, property damage and contractual liability, products/completed operations, broad form property damage and XCU (explosive, collapse and underground damage), where applicable.

5.05. Contractors' Builder's Risk Completed Value Insurance. The County shall require each contractor entering into a Construction Contract to purchase and maintain property insurance (builder's risk) upon all construction, acquisition, installation and equipping of the Facilities (excluding contractor's tools and equipment) at the site thereof at the full insurable value thereof. This insurance shall include a lender's loss payable endorsement in favor of BB&T, and shall insure against "all risk" subject to standard policy conditions and exclusions. The contractor shall purchase and maintain similar property insurance for portions of the work stored off the Site or in transit when such portions of the work are to be included in an application for payment. The contractor shall be responsible for the payment of any deductible amounts associated with this insurance.

5.06. Contractors' Workers' Compensation Insurance. The County shall require each contractor entering into a Construction Contract to procure and maintain workers' compensation insurance during the term of such Construction Contract, covering his or her employees working thereunder. A certificate of insurance evidencing such coverage, in form acceptable to BB&T, shall be provided to the County with respect to each contractor entering into a Construction Contract. Each Construction Contract shall also provide that each subcontractor of any contractor who is a party to such Construction Contract shall be required to furnish similar workers' compensation insurance.

5.07. Disclaimer of Warranties. The County agrees that BB&T has not designed the Facilities, that BB&T has not supplied any plans or specifications with respect thereto and that BB&T (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Facilities or similar facilities, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Facilities or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Facilities or any component part thereof or any property or rights relating thereto at any stage of the acquisition, construction and equipping thereof, (c) has not at any time had physical possession of the Facilities or any component part thereof or made any inspection thereof or of any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Facilities or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the County intends therefore, or (iii) is safe in any manner or respect.

BB&T MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE FACILITIES OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Facilities' ability to perform any function; that the Amount Advanced will be sufficient to pay all costs of the acquisition, construction and equipping of the Facilities; or any other characteristic of the Facilities; it being agreed that the County is to bear all risks relating to the Facilities, the completion thereof and the transactions contemplated hereby, and the County hereby waives the benefits of any and all implied warranties and representations of BB&T.

The provisions of this Section shall survive the Agreement's termination.

5.08. Right of Entry and Inspection. BB&T and its representatives and agents shall have the right to enter upon the Site and inspect the Mortgaged Property from time to time during construction and after the completion of construction, and the County shall

cause any vendor, contractor or sub-contractor to cooperate with BB&T and its representatives and agents during such inspections.

No right of inspection or approval granted in this Section shall be deemed to impose upon BB&T any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by BB&T shall be deemed to impose upon BB&T any duty or obligation whatsoever to identify or correct any defects in the Facilities or to notify any person with respect thereto, and no liability shall be imposed upon BB&T, and no warranties (either express or implied) are made by BB&T as to the quality or fitness of any improvement, any such inspection and approval being made solely for BB&T's benefit.

ARTICLE VI

CARE AND USE OF FACILITIES

6.01. Compliance with Requirements. (a) The County shall cause the Facilities to be designed and constructed in compliance with all applicable legal requirements, including subdivision, building and zoning regulations. The County shall not initiate or acquiesce in a change in the Site's zoning classification, except with respect to any change that may be appropriate to conform the actual zoning to that appropriate for the use of the Facilities contemplated as of the Closing Date.

(b) The County shall observe and comply promptly with all current and future requirements relating to the Mortgaged Property's use or condition imposed by (i) any judicial, governmental or regulatory body having jurisdiction over the Facilities or any portion thereof or (ii) any insurance company writing a policy covering the Facilities or any portion thereof, whether or not any such requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property.

(c) The County shall obtain and maintain in effect all licenses and permits required for the Facilities' operation.

(d) The County shall in no event use the Mortgaged Property or any part thereof, nor allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Mortgaged Property or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

6.02. Use and Operation of Facilities. The County will use and operate the Facilities for their intended public purposes, and for no other purpose unless required by law. The County will be solely responsible for the operation of the Facilities, and will not

contract with any other person or entity for such operation.

6.03. Maintenance and Repairs; Additions. (a) The County shall keep the Mortgaged Property in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other thing to occur whereby the value or usefulness of the Mortgaged Property might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.

(b) The County may, also at its own expense, make from time to time any additions, modifications or improvements to the Mortgaged Property that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value or substantially alter the intended use, of the Mortgaged Property. The County shall do, or cause to be done, all such things as may be required by law in order fully to protect the security of and all BB&T's rights under this Agreement.

(c) Any and all additions to or replacements of the Facilities and all parts thereof shall constitute accessions to the Facilities and shall be subject to all the terms and conditions of this Agreement and included in the "Facilities" for the purposes of this Agreement.

(d) Notwithstanding the provisions of subsection (c) above, however, the County may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Facilities. All such property shall remain the County's sole property in which BB&T shall have no interest; provided, however, that any such property which becomes permanently affixed to the Facilities shall be subject to the lien and security interest arising under this Agreement if BB&T shall reasonably determine that the Facilities would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

6.04. Security. The County shall take all reasonable steps necessary to safeguard the Facilities against theft, vandalism and similar acts. The security afforded the Facilities shall at all times be equal to or better than the security afforded to any County facilities similar to the Facilities but not subject to this Agreement.

6.05. Utilities. The County shall pay all charges for utility services furnished to or used on or in connection with the Site and the Facilities.

6.06. Risk of Loss. The County shall bear all risk of loss to and condemnation of the Site and the Facilities.

6.07. Condemnation. (a) The County shall immediately notify BB&T if any governmental authority shall institute, or shall notify the County of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Mortgaged Property or any interest therein under the power of eminent domain, or if there shall be any

damage to the Mortgaged Property due to governmental action, but not resulting in a taking of any portion of the Mortgaged Property. The County shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to BB&T, and to the extent permitted by law hereby irrevocably authorizes and empowers BB&T or the Deed of Trust Trustee, in the County's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the County receives any Net Proceeds arising from any such action, the County shall apply such Net Proceeds as provided in Section 6.10.

(b) If any of the real or personal property acquired or improved by the County (in whole or in part) using any portion of the Amount Advanced consists of or is located on any real property acquired by the County through the exercise of the power of eminent domain, or through the threat of the exercise of the power of eminent domain, then during the term of this Agreement the County may not transfer any interest in such real property to any entity other than a local governmental unit without BB&T's prior express written consent.

6.08. Title. Title to the Site and the Facilities and any and all additions, repairs, replacements or modifications thereto shall at all times be in the County, subject to the lien of this Agreement. Upon the County's payment in full of all Required Payments, BB&T, at the County's expense and request, shall cancel this Agreement.

6.09. No Encumbrance, Mortgage or Pledge of Site or Facilities. (a) The County shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics' and materialmen's liens), charge, encumbrance or other claim in the nature of a lien on or with respect to the Mortgaged Property, except Permitted Encumbrances. The County shall promptly, at its own expense, take such action as may be duly necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred or suffered to exist.

(b) The County shall reimburse BB&T for any expense incurred by BB&T to discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim, with interest thereon at the Prime Rate.

6.10. Damage and Destruction; Use of Net Proceeds. (a) The County shall promptly notify BB&T if (i) the Mortgaged Property or any portion thereof is stolen or is destroyed or damaged by fire or other casualty, (ii) a material defect in the construction of the Facilities shall become apparent, or (iii) title to or the use of all or any portion of the Mortgaged Property shall be lost by reason of a defect in title. Each notice shall describe generally the nature and extent of such damage, destruction or taking.

(b) If the Net Proceeds arising from any single event, or any single substantially related sequence of events, is not more than $100,000, the County shall retain such Net Proceeds and apply the same to the prompt completion, repair or restoration of the

Mortgaged Property, and shall promptly thereafter report to BB&T regarding the use of such Net Proceeds.

(c) If the Net Proceeds arising from any single event, or any single substantially related sequence of events, is more than $100,000, then the County shall cause such Net Proceeds to be paid to an escrow agent (which shall be a bank, trust company or similar entity exercising fiduciary responsibilities) for deposit in a special escrow fund to be held by such escrow agent. The County shall thereafter provide for the application of all Net Proceeds to the prompt completion, repair or restoration of the Facilities, as the case may be. The escrow agent shall disburse Net Proceeds for the payment of such costs upon receipt of requisitions in substantially the form of Exhibit A to the Project Fund Agreement. If the Net Proceeds shall be insufficient to pay in full the cost of completion, repair or restoration, the County shall either (i) complete the work and pay any cost in excess of the Net Proceeds, or (ii) not carry out such completion, repair or restoration, and instead apply the Net Proceeds, together with other available funds as may be necessary, to the payment of all outstanding Required Payments as the same become due.

(d) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the County's property and shall be part of the Facilities.

ARTICLE VII

THE DEED OF TRUST TRUSTEE

7.01. Deed of Trust Trustee's Liability. The Deed of Trust Trustee shall suffer no liability by virtue of his acceptance of this trust except such as may be incurred as a result of the Deed of Trust Trustee's failure to account for the proceeds of any sale under this Agreement.

7.02. Substitute Trustees. If the Deed of Trust Trustee, or any successor, dies, becomes incapable of acting or renounces his trust, or if for any reason BB&T desires to replace the Deed of Trust Trustee, then BB&T has the unqualified right to appoint one or more substitute or successor Deed of Trust Trustees by instruments filed for registration in the office of the Register of Deeds where this Agreement is recorded. Any such removal or appointment may be made at any time without notice, without specifying any reason therefor and without any court approval. Any such appointee becomes vested with title to the Mortgaged Property and with all rights, powers and duties conferred upon the Deed of Trust Trustee by this Agreement in the same manner and to the same effect as though such Deed of Trust Trustee were named as the original Deed of Trust Trustee.

ARTICLE VIII

DEFAULTS AND REMEDIES; FORECLOSURE

8.01. Events of Default. An "Event of Default" is any of the following:

(a) The County's failing to make any Installment Payment when due.

(b) The occurrence of an Event of Nonappropriation.

(c) The County's breaching or failing to perform or observe any term, condition or covenant of this Agreement or of the Project Fund Agreement on its part to be observed or performed, other than as provided in subsections (a) or (b) above, including payment of any Additional Payment, for a period of 15 days after written notice specifying such failure and requesting that it be remedied shall have been given to the County by BB&T, unless BB&T shall agree in writing to an extension of such time prior to its expiration.

(d) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the County as a debtor, or the appointment of a receiver, custodian or similar officer for the County or any of its property, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.

(e) Any warranty, representation or statement made by the County in this Agreement or the Project Fund Agreement is found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).

(f) Any lien, charge or encumbrance (other than Permitted Encumbrances) prior to or affecting the validity of this Agreement is found to exist, or proceedings are instituted against the County to enforce any lien, charge or encumbrance against the Mortgaged Property and such lien, charge or encumbrance would be prior to the lien of this Agreement.

8.02. Remedies on Default. Upon the continuation of any Event of Default, BB&T may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Declare the unpaid principal components of the Installment Payments immediately due and payable;

(b) Proceed by appropriate court action to enforce the County's performance of the applicable covenants of this Agreement or to recover for the breach thereof;

(c) As provided in the Project Fund Agreement, pay over any balance remaining in the Project Fund to be applied against outstanding Required Payments in any manner BB&T may reasonably deem appropriate; and

(d) Avail itself of all available remedies under this Agreement, including execution and foreclosure as provided in Sections 8.03 and 8.04, and recovery of attorneys' fees and other expenses.

Notwithstanding any other provision of this Agreement, County, the Deed of Trust Trustee and BB&T intend to comply with Section 160A-20. No deficiency judgment may be entered against the County in violation of Section 160A-20.

8.03. Execution on Personal Property. Upon the continuation of any Event of Default and in addition to all other remedies granted in this Agreement, BB&T shall have all the rights and remedies of a secured party under the UCC and may proceed as to the personal property portion of the Mortgaged Property in the same manner as provided in this Agreement for the real property portion, with BB&T having no obligation to proceed against real or personal property in preference to the other.

8.04. Foreclosure; Sale under Power of Sale. (a) Right to foreclosure or sale. Upon the occurrence and continuation of an Event of Default, at BB&T's request, the Deed of Trust Trustee shall foreclose Mortgaged Property by judicial proceedings or, at BB&T's option, the Deed of Trust Trustee shall sell (and is hereby empowered to sell) all or any part of the Mortgaged Property (and if in part, any such sale shall in no way adversely affect the lien created hereby against the remainder) at public sale to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, curtesy or other exemption, all of which the County expressly waives to the extent permitted by law) after compliance with applicable State laws relating to foreclosure sales under power of sale. The Deed of Trust Trustee shall, at BB&T's request, execute a proper deed or deeds to the successful purchaser at such sale.

(b) Bank's bid. BB&T may bid and become the purchaser at any sale under this Agreement, and in lieu of paying cash therefor may make settlement for the purchase price by crediting against the Required Payments the proceeds of sale net of sale expenses, including the Deed of Trust Trustee's commission, and after payment of such taxes and assessments as may be a lien on the Mortgaged Property superior to the lien of this Agreement (unless the Mortgaged Property is sold subject to such liens and assessments, as provided by State law).

(c) County's bid. The County may bid for all or any part of the Mortgaged Property at any foreclosure sale; provided, however, that the price bid by the County may not be less than an amount sufficient to provide for full payment of the Required Payments.

(d) Successful bidder's deposit. At any such sale the Deed of Trust Trustee may, at its option, require any successful bidder (other than BB&T) immediately to deposit with the Deed of Trust Trustee cash or a certified check in an amount equal to all or any part of the successful bid, and notice of any such requirement need not be included in the

advertisement of the notice of such sale.

(e) Application of sale proceeds. The proceeds of any foreclosure sale shall be applied in the manner and in the order prescribed by State law, it being agreed that the expenses of any such sale shall include a commission to the Deed of Trust Trustee of five percent of the gross sales price for making such sale and for all services performed under this Agreement. Any proceeds of any such sale remaining after the payment of all Required Payments and the prior application thereof in accordance with State law shall be paid to the County.

8.05. Possession of Mortgaged Property. During the continuation of an Event of Default, the County shall immediately lose the right to possess, use and enjoy the Mortgaged Property (but may remain in possession of the Mortgaged Property as a tenant at will of BB&T), and thereupon the County (a) shall pay monthly in advance to BB&T a fair and reasonable rental value for the use and occupation of the Mortgaged Property (in an amount BB&T shall determine in its reasonable judgment), and (b) upon BB&T's demand, shall deliver possession of the Mortgaged Property to BB&T or, at BB&T's direction, to the purchaser of the Mortgaged Property at any judicial or foreclosure sale under this Agreement.

In addition, upon the continuation of any Event of Default, BB&T, to the extent permitted by law, is hereby authorized to (i) take possession of the Mortgaged Property, with or without legal action, (ii) lease the Mortgaged Property, (iii) collect all rents and profits therefrom, with or without taking possession of the Mortgaged Property, and (iv) after deducting all costs of collection and administration expenses, apply the net rents and profits first to the payment of necessary maintenance and insurance costs, and then to the County's account and in reduction of the County's corresponding Required Payments in such fashion as BB&T shall reasonably deem appropriate. BB&T shall be liable to account only for rents and profits it actually receives.

8.06. Due on Sale Provision; Acceleration. BB&T may, at its option, require the immediate payment in full of the Required Payments and the Amount Advanced and all other sums secured by this Agreement upon the sale, transfer, conveyance or encumbrance of all or any part of the Mortgaged Property, or any legal or beneficial interest in the Mortgaged Property, without BB&T's prior written consent. This option applies whether the sale, transfer, conveyance or encumbrance is voluntary, involuntary, by operation of law or otherwise, and includes (i) any creation of lien or encumbrance, whether or not subordinate to the lien created pursuant to this Agreement, (ii) the creation of any easement, right-of-way or similar interest other than such as would constitute a Permitted Encumbrance, or (iii) the grant of any leasehold or similar interest or any option to purchase, right of first refusal or similar interest.

8.07. No Remedy Exclusive; Delay Not Waiver. All remedies under this Agreement are cumulative and may be exercised concurrently or separately. The exercise

of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default shall occur and thereafter be waived by the other parties, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Agreement.

8.08. Payment of Costs and Attorney's Fees. If BB&T employs an attorney to assist in the enforcement or collection of Required Payments, or if the Deed of Trust Trustee or BB&T voluntarily or otherwise shall become a party or parties to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Mortgaged Property, to protect the lien of this Agreement, to enforce collection of the Required Payments or to enforce compliance by the County with any of the provisions of this Agreement, the County agrees to pay reasonable attorneys' fees and all of the costs that may reasonably be incurred (whether or not any suit or proceeding is commenced), and such fees and costs (together with interest at the Prime Rate) shall be secured as Required Payments.

ARTICLE IX

MISCELLANEOUS

9.01. Notices. (a) Any communication required or permitted by this Agreement must be in writing.

(b) Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand or on the date shown on a certified mail receipt, or a delivery receipt from a national commercial package delivery service, if addressed as follows:

(i) if to the County, to Lenoir County, Attention: Finance Officer, Re: Notice under 2010 Jail Financing Agreement, Lenoir County Courthouse, 130 South Queen St., Kinston, North Carolina 28502.

(ii) if to the Deed of Trust Trustee, to 5130 Parkway Plaza Boulevard, Building 9, Charlotte, North Carolina 28217.

(iii) if to BB&T, to BB&T Governmental Finance, Attention: Account Administration/Municipal, Re: 2010 Lenoir County Financing Agreement, 5130 Parkway Plaza Boulevard, Building 9, Charlotte, North Carolina 28217.

(c) Any communication to the Deed of Trust Trustee shall also be sent to BB&T.

(d) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

9.02. No Assignments by County. The County shall not sell or assign any interest in this Agreement.

9.03. Assignments by BB&T. BB&T may, at any time and from time to time, assign all or any part of its interest in the Site, the Facilities or this Agreement, including, without limitation, BB&T's rights to receive Required Payments. Any assignment made by BB&T or any subsequent assignee shall not purport to convey any greater interest or rights than those held by BB&T pursuant to this Agreement.

The County agrees that this Agreement may become part of a pool of obligations at BB&T's or its assignee's option. BB&T or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement. Any assignment by BB&T may be only to a bank, insurance company, or similar financial institution or any other entity approved by the LGC. Notwithstanding the foregoing, no assignment or reassignment of BB&T's interest in the Mortgaged Property or this Agreement shall be effective unless and until the County shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The County further agrees that BB&T's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Agreement, provided the County receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

The County agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the County, and the County shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the County shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

9.04. Amendments. No term or provision of this Agreement may be amended, modified or waived without the prior written consent of the County and BB&T.

9.05. No Marshalling. The County hereby waives any and all rights to require marshalling of assets in connection with the exercise of any remedies provided in this Agreement or as permitted by law.

9.06. Governing Law. The County, BB&T and the Deed of Trust Trustee intend that State law shall govern this Agreement.

9.07. Liability of Officers and Agents. No officer, agent or employee of the County shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve an officer, agent or employee of the County from the performance of any official duty provided by law.

9.08. Covenants Running with the Land. All covenants contained in this Agreement run with the real estate encumbered by this Agreement.

9.09. Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

9.10. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

9.11. Entire Agreement. This Agreement constitutes the County's entire agreement with respect to the general subject matter covered hereby.

9.12. Binding Effect. Subject to the specific provisions of this Agreement, and in particular Section 9.03, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the County has caused this instrument to be executed as of the day and year first above written by duly authorized officers.

ATTEST:	**(SEAL)**	**LENOIR COUNTY, NORTH CAROLINA**
By: _____		By: _____
Lashanda A. Hall		Michael W. Jarman
Clerk, Board of Commissioners		County Manager

* * * * * *

STATE OF NORTH CAROLINA; LENOIR COUNTY

I, a Notary Public of such County and State, certify that Michael W. Jarman and Lashanda A. Hall personally came before me this day and acknowledged that they are the County Manager and Clerk of the Board of Commissioners, respectively, of Lenoir County, North Carolina, and that by authority duly given and as the act of Lenoir County, North Carolina, the foregoing instrument was signed in the County's name by such County Manager, sealed with its corporate seal and attested by such Clerk.

WITNESS my hand and official stamp or seal, this ____ day of October, 2010.

[SEAL]

_____
Notary Public

My commission expires: _____

* * * * * *

This contract has been approved under the provisions of Article 8, Chapter 159 of the General Statutes of North Carolina.

T. Vance Holloman
Secretary, North Carolina
Local Government Commission

By _____
[T. Vance Holloman or
Designated Assistant]

[Financing Agreement and Deed of Trust for $18,500,000.00 from Lenoir County, North Carolina, for the benefit of Branch Banking and Trust Company]

EXHIBIT A -- SITE DESCRIPTION

[Real estate description of location of Facility, to come]

EXHIBIT B -- IMPROVEMENTS DESCRIPTION

The new Lenoir County Jail will be a five (5) story, 65,100 square foot facility containing 192 inmate beds and 8 trustee beds. When used in conjunction with the existing Lenoir County Jail, located in the Lenoir County Courthouse, the total number of available inmate beds will be 312. The new facility includes a magistrate's suite, video visitation and arraignment areas, and the necessary infrastructure, kitchen facility, laundry, intake - booking area, and evidence storage to support future increases in inmate population up to 500.

EXHIBIT C -- EXISTING ENCUMBRANCES

[To come]

EXHIBIT D-- PAYMENT SCHEDULE

Payment Schedule to Financing Agreement and Deed of Trust dated as of October 14, 2010 (the "Financing Agreement"), granted by Lenoir County, North Carolina, to F. Louis Loyd, III, Deed of Trust Trustee, for the benefit of Branch Banking and Trust Company

Contract Number: xxx-xxxxxxx-xxx

Interest Rate: 6.15%

The payments required to repay the advance made pursuant to the Financing Agreement call for an amortization period of approximately twenty years. Payments are annual in arrears in variable amounts with a fixed principal component of $925,000. A portion of each payment is paid as and represents payment of interest at the Interest Rate shown above.

Payments are due beginning on October 14, 2011, and annually thereafter, with a final payment of all outstanding principal and accrued and unpaid interest due on October 14, 2030, all as set forth in the attached amortization schedule.

Exhibit A(c)

SHLF draft of September 15, 2010

PROJECT FUND AGREEMENT

THIS PROJECT FUND AGREEMENT is dated as of October 14, 2010, and is by and between **LENOIR COUNTY, NORTH CAROLINA**, a political subdivision of the State of North Carolina (the "County"), and **BRANCH BANKING AND TRUST COMPANY -- GOVERNMENTAL FINANCE** ("BB&T").

RECITALS

The County is, simultaneously with the execution and delivery of this Project Fund Agreement, executing and delivering a Financing Agreement and Deed of Trust dated as of October 14, 2010 (the "Financing Agreement"), to a deed of trust trustee for BB&T's benefit. The purpose of the Financing Agreement is to provide for BB&T's advance of $18,500,000 to the County to finance the County's acquisition and construction of the Facilities, as defined in the Financing Agreement. In partial consideration for BB&T's entering into the Financing Agreement, the County has agreed to provide for financing proceeds to be deposited and disbursed pursuant to this Project Fund Agreement.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS

All capitalized terms used in this Project Fund Agreement and not otherwise defined have the meanings assigned thereto in the Financing Agreement.

SECTION 2. PROJECT FUND.

2.1. Project Fund. On the Closing Date, BB&T will deposit $18,487,300 into a special account of the County at Branch Banking and Trust Company to be designated "2010-1 Lenoir County Project Fund" (the "Project Fund"). This account will be held separate and apart from all other County funds. The Project Fund is the County's property, but the County may withdraw amounts on deposit in the Project Fund only as provided in this Project Fund Agreement and only for application from time to time to the payment of Project Costs. Pending such application, such amounts are subject to a lien and charge in favor of BB&T to secure the County's obligations under the Financing Agreement.

2.2. Requisitions from Project Fund. (a) The County may withdraw funds from the Project Fund only after authorization from BB&T. BB&T will disburse funds

from the Project Fund only to the County and only upon its receipt of one or more written requisitions that are signed by one of the below-listed County Representatives and that are substantially in the form of Exhibit A.

_____
Martha H. Martin, Finance Officer

_____
Michael W. Jarman, County Manager

_____
Thomas L. Hollowell, Assistant County Manager

The County may designate additional representatives to sign requisitions upon written notification to BB&T.

Upon receipt of a requisition from the County, BB&T shall promptly undertake such review of the matters referred to in such requisition as it may deem appropriate. BB&T shall then promptly notify the County of its approval of the requisition or the reasons for its disapproval.

(b) Notwithstanding any other provision of this Project Fund Agreement, BB&T will not be obligated to honor any requisition for disbursements after 30 days from the Closing Date until the County provides to BB&T a final real estate title insurance policy that meets the requirements of Section 4.18 of the Financing Agreement.

2.3. <u>Disposition of Project Fund Balance</u>.

(a) ***Upon completion*** -- Promptly after the Facilities have been completed to the point that they are suitable for carrying out substantially all the purposes they are to serve for the County, the County shall deliver to BB&T a certificate to such effect signed by a County Representative. BB&T shall then withdraw any balance remaining in the Project Fund (and not required to be retained to pay Project Costs incurred but not yet paid, as indicated in such certificate) and apply such balance against outstanding Required Payments.

(b) ***Upon default*** -- Upon the occurrence of an Event of Default, BB&T may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(c) ***After delay or inactivity*** – If (i) more than two years have elapsed from the Closing Date or (ii) at least six months have passed from BB&T's most recent receipt of a requisition for Project Costs, then BB&T, upon 30 days' notice from BB&T to the County, may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(d) ***Application of Project Fund balance*** – BB&T will apply any amounts withdrawn pursuant to subsections (a) and (c) above (i) first against all Additional Payments then due and payable, (ii) then to interest accrued and unpaid to the Project Fund disposition date, and (iii) then to payments of principal and interest as the same become due, from time to time in BB&T's discretion. BB&T may apply any amounts withdrawn pursuant to subsection (b) above in its discretion. BB&T will notify the County of any withdrawal from the Project Fund made under this Section 2.3, and in the notice will describe its application of the funds withdrawn.

2.4. **Investment**. (a) The County and BB&T agree that money in the Project Fund will be continuously invested and reinvested in a BB&T public funds money rate savings account.

(b) From and after the date that is three years from the Closing Date, the County will not purchase or hold any investment which has a "yield," as determined under the Code, in excess of the "yield" on the County's obligations under the Financing Agreement, unless the County has supplied BB&T with a Bond Counsel Opinion to the effect that such investment will not adversely affect the qualification of the County's obligations under the Financing Agreement as Recovery Bonds, as contemplated as of the Closing Date.

(c) Investment obligations acquired with money in the Project Fund will at all times be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any investment will be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund must be used for Project Costs.

SECTION 3. **MISCELLANEOUS**.

3.1. **Notices**. Any communication under this Project Fund Agreement will be sufficiently given and deemed given when delivered by hand or on the date shown on a certified mail receipt, or a delivery receipt from a national commercial package delivery service, if addressed as follows:

(i) If to the County, to Lenoir County, Attention: Finance Officer, Re: Notice under 2010 Project Fund Agreement, Lenoir County Courthouse, 130 South Queen St., Kinston, North Carolina 28502.

(ii) If to BB&T, to BB&T Governmental Finance, Attention: Account Administration/Municipal, Re: Lenoir County Project Fund Agreement Notice, 5130 Parkway Plaza Boulevard, Building 9, Charlotte, North Carolina 28217.

Any party may designate a different or alternate address for notices by notice given under this Project Fund Agreement.

3.2. Survival of Covenants and Representations. All covenants, representations and warranties made by the County in this Project Fund Agreement and in any certificates delivered pursuant to this Project Fund Agreement will survive the delivery of this Project Fund Agreement.

3.3. Choice of Law. The parties intend that North Carolina law will govern this Project Fund Agreement.

3.4. Amendments. This Project Fund Agreement may not be modified or amended unless such amendment is in writing and signed by BB&T and the County.

3.5. No Third-Party Beneficiaries. There are no parties intended to be or which should be deemed to be third-party beneficiaries of this Project Fund Agreement.

3.6. Successors and Assigns. All of the covenants and conditions of this Project Fund Agreement will be binding upon and inure to the benefit of the parties to this Project Fund Agreement and their respective successors and assigns.

3.7. Severability. If any court of competent jurisdiction holds any provision of this Project Fund Agreement invalid or unenforceable, such holding will not invalidate or render unenforceable any other provision of this Project Fund Agreement.

3.8. Counterparts. This Project Fund Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

3.9. Termination. Except as otherwise provided in this Project Fund Agreement, this Project Fund Agreement will cease and terminate upon payment of all funds (including investment proceeds) from the Project Fund.

(The remainder of this page has been left blank intentionally.)

IN WITNESS WHEREOF, each of the parties has caused this Project Fund Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

LENOIR COUNTY, NORTH CAROLINA	**BRANCH BANKING AND TRUST COMPANY – GOVERNMENTAL FINANCE**
By: _____ Michael W. Jarman County Manager	By: _____ Alison W. Peeler Senior Vice President

[Project Fund Agreement dated as of October 14, 2010]

EXHIBIT A

PROJECT FUND REQUISITION

[To Be Prepared on County's Letterhead for Submission]

[Date] _____

BB&T Governmental Finance
Attention: Project Fund Management
5130 Parkway Plaza Boulevard, Building 9
Charlotte, North Carolina 28217

RE: Request for disbursement of funds from the Project Fund related to Financing Agreement with Lenoir County, North Carolina, dated as of October 14, 2010 (BB&T Contract Number xxx-xxxxxxx-xxx)

Ladies and Gentlemen:

Pursuant to the terms and conditions of the Project Fund Agreement dated as of October 14, 2010, Lenoir County, North Carolina (the "County"), requests the disbursement of funds from the 2010-1 Lenoir County Project Fund established under such Project Fund Agreement for the following Project Costs:

This is requisition number ____ from the Project Fund.

Disbursements will be to Lenoir County, North Carolina.

Amount:

Applicable Vendor Invoices:

Project Description:

Location of Equipment/Facilities:

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of County:

Lenoir County makes this requisition pursuant to the following representations:

1. The County has appropriated in its current fiscal year funds sufficient to pay the Installment Payments and estimated Additional Payments due in the current fiscal year.

2. The purpose of this disbursement is for partial payment of the Project Costs provided for under the Contract referenced above.

3. The requested disbursement has not been subject to any previous requisition.

4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.

5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.

6. No Event of Default is continuing under the Financing Agreement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.

7. The County will execute any Uniform Commercial Code financing statements with respect to this portion of the Facilities that BB&T may request to evidence its security interest.

8. The County has in place insurance on this portion of the Facilities that complies with the insurance provisions of the above-referenced Contract.

9. Each amount requested for payment in this requisition either (a) represents reimbursement to the County for a Project Cost expenditure previously made, or (b) will be used by the County within five business days' after the receipt of funds from BB&T to make the payments to third parties described in this requisition.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

LENOIR COUNTY,
NORTH CAROLINA

By: _____

Title: _____

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 09/20/10 **ITEM NO.:** 9

Resolution Authorizing the Acceptance of the Golden Leaf Foundation Community Initiative Grant for the Woodmen of the World Community Center: $350,000

SUBJECT AREA: Community Development

ACTION REQUESTED:

The Board is requested to accept a Golden Leaf Foundation Grant in the amount of $350,000 for the Woodmen of the World Community Center.

HISTORY/BACKGROUND:

The purpose of this grant is to support the Kinston/Lenoir County Parks and Recreation Department in its public/private partnership with the Woodmen of the World in efforts to demolish and construct an 80,000 square foot modern community center to improve the quality of life of the citizens of Lenoir County and help attract new residents to the area.

The facility will create up to 12 new full time positions and 14 new part-time positions. The Woodmen of the World have committed over $5 million to the project. This project was listed as the top priority of Golden Leaf's Community Initiative Rankings. The grant will be spent on the construction of the Woodmen Community Center. There is no match required for this grant.

EVALUATION:

To Commissioners are requested to approve acceptance of the Golden Leaf Grant in order to begin the grant process for the Golden Leaf Foundation.

MANAGER'S RECOMMENDATION:

Respectfully Recommend Approval.

_____
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the board accept a $350,000 grant from the Golden Leaf Foundation for the Woodmen of the World Community Center.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Humphrey _____

Pharo _____ Stroud _____ Sutton _____

_____ 09/20/10
George W. Graham Jr., Chairman Date

_____ 09/20/10
ATTEST Date

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 09/20/10 **ITEM NO.** 10

Resolution Appointing Thomas L. Hollowell and Martha H. Martin as Deputy Clerks to the Board

SUBJECT AREA: Administrative

ACTION REQUESTED:

The Lenoir County Board of Commissioners are respectfully requested to officially appoint Thomas L. Hollowell and Martha H. Martin as Deputy Clerks to the Board.

HISTORY / BACKGROUND:

It is necessary to arrange appointments to provide adequate coverage when the Lenoir County Clerk to the Board, Lashanda Hall, is not present to perform the duties.

EVALUATION:

It is recommended that there be multiple Deputy Clerks in order to provide adequate "back-up", should Ms. Hall be unavailable to **attest** to Board actions. It is anticipated that her unavailability will be rare, but it could happen. All appointments would be for two (2) year terms. An assessment of the effectiveness of this arrangement could be made near the expiration of the terms.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

RESOLUTION:

NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that Thomas L. Hollowell and Martha H. Martin be appointed Deputy Clerks to the Board with terms beginning September 20, 2010 and ending September 30, 2012.

Thomas L. Hollowell
Martin H. Martin

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Humphrey _____

Pharo _____ Stroud _____ Sutton _____

_____ 09/20/10
George W. Graham Jr., Chairman Date

_____ 09/20/10
ATTEST Date

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 9/20/2010 **ITEM NO.** 11

Resolution Requesting the Establishment of Fees for Rabies Vaccinations

SUBJECT AREA: Financial

ACTION REQUESTED:

The Board is asked to establish the fee for rabies vaccinations at $7.00 to be administered at the county sponsored Rabies Vaccination Clinics.

HISTORY / BACKGROUND:

NCGS 130A-187 requires the local health director to organize and assist other organizations to conduct rabies vaccination clinics at least annually. NCGS 130A-188 requires the board of county commissioners to establish the fee for rabies vaccination at county sponsored vaccination clinics. Rabies Vaccination Clinics have been scheduled for Tuesday, September 28, 2010 (Riverbank Animal Hospital, Northside Animal Hospital, Countryview Animal Hospital and Animal Hospital of Lenoir County LaGrange).

EVALUATION:

This action is necessary to comply with applicable laws.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

_____
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners to establish the fee for a rabies vaccination to be administered at county sponsored Rabies Vaccination Clinics at the rate of $7.00.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Humphrey _____

Pharo _____ Stroud _____ Sutton _____

_____ 09/20/10
George W. Graham, Jr. Chairman Date

_____ 09/20/10
ATTEST Date

INTRODUCED BY: Michael Jarman, County Manager DATE 9/20/2010 ITEM NO 12

Resolution Authorizing Lenoir County Health Department to Execute Purchase Order Contract To: Garrison Enterprises, Inc.

SUBJECT AREA: Financial

ACTION REQUESTED:

The Board is asked to grant permission to Lenoir County Health Department to utilize state Environmental Health funds allotted to support the Food & Lodging program to purchase Digital Health Department systems and the associated services that Garrison Enterprises Inc offers. ($7500.00). This will be a reoccurring charge each year.

Environmental Health-
10-5180-2900 (Depart. Supplies)------$7500.00

HISTORY / BACKGROUND:

The money is to be used to purchase Digital Health Department application to use in the field for performing required sanitation inspections. Internet base application to eliminate double entry. Enables them to enforce environmental health rules and maximize inspection efforts. It will strengthen our existing quality control and quality assurance measures by creating an electronic database for storing historical and new facility information.

EVALUATION:

This action is necessary to provide sufficient accounting of expenditures and to comply with applicable laws.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

_____
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners to authorize a purchase order to Garrison Enterprises for software ($7500.00)

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Pharo _____
Humphrey _____ Stroud _____ Sutton _____

_____ _____
George W. Graham, Jr. Chairman Date

_____ _____
ATTEST Date

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 09/20/2010 **ITEM NO.** 13

Resolution Approving Purchase of (2) Mini Storage Boxes from
Mobile Mini Storage: $3,590

SUBJECT AREA: FINANCIAL

ACTION REQUESTED:

The Board is requested to authorize the Sheriff to execute a purchase order with Mobile Mini, Inc. to purchase two 8 X 20 storage boxes.

HISTORY / BACKGROUND:

The Lenoir County Sheriff's Office maintains an impound lot on the south side of the County. This secured lot is used to hold seized vehicles as well as other smaller items such as garden tools, stolen safes, bikes, etc. The lot also is used to secure some of the Sheriff's Office assets such as the command bus and ATV's. Currently, there are no structures on the property other than the command bus shelter in which to house these smaller seized items.

EVALUATION:

In and effort to get these smaller items out of the weather we are proposing to shelter them in two 8' x 20 container boxes. These boxes can be transported to the site and dropped into place. Mobile Mini, Inc. is a business that sells these types of containers. This is a Lenoir County business located in LaGrange on US 70 west. Mobile Mini, Inc., will sell two discounted container boxes for $1750 each and will deliver and set them up for $90. The Sheriff will use federal asset forfeiture funds to pay for these items.

The Sheriff respectfully requests that the Sheriff be permitted to execute a purchase order with Mobile Mini, Inc., for the purchase of two 8 X 20 container boxes.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

_____
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the Sheriff is permitted to execute a purchase order with Mobile Mini, Inc., for the purchase of two 8 X 20 container boxes.

Mobile Mini, Inc.------- $ 3590

Funding Account #: 15-4316-5999 $3590

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Pharo _____

Humphrey _____ Stroud _____ Sutton ____

_____ 09/20/10
George W. Graham, Jr. Chairman Date

_____ 09/20/10
ATTEST Date

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 09/20/10 **ITEM NO.:** 14

Resolution Authorizing Transfer of a 2000 Ford Model Ambulance to Lenoir Community College to be used for Training Purposes

SUBJECT AREA: Administrative

ACTION REQUESTED:

Authorize the transfer of a 2000 Ford ambulance to be used for the EMS curriculum at Lenoir Community College.

HISTORY/BACKGROUND:

The Lenoir County Board of Commissioners declared two ambulances as surplus on May 3, 2010. One was sold and our local community college asked that the second one be transferred for the EMS program.

EVALUATION:

Staff has talked with LCC and feels that this would be an excellent opportunity for future EMS students to learn the fundatmentals of truck operations, as well as how to deliver excellent patient care in the back of a full size EMS truck.

MANAGER'S RECOMMENDATION:
Respectfully recommend approval.

_____
Initials

RESOLUTION: NOW THEREFORE, BE IT RESOLVED by the Lenoir County Board of Commissioners that a 2000 Ford ambulance be transferred to Lenoir Community College to be used for training.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Humphrey _____

Pharo _____ Stroud _____ Sutton _____

_____ 09/20/10
George W. Graham Jr., Chairman Date

_____ 09/20/10
ATTEST Date

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 09/20/10 **ITEM NO.** 15

Resolution Approving the Procurement and Disbursement Policy for the Single Family Rehabilitation Program (SFR10)

SUBJECT AREA: Community Development

ACTION REQUESTED:

The Board is requested to authorize the attached Procurement and Disbursement Policy for the SFR 2010 Single Family Rehabilitation Program.

HISTORY / BACKGROUND:

Lenoir County was awarded $200,000 in Single Family Rehabilitation Program funds on September 1, 2010. These funds are to assist homeowners who are below 80% of the area median income, are elderly or disabled and meet certain other criteria.

EVALUATION:

The Wooten Company approached the County Manager in January of 2010 and asked if they could submit an application to the North Carolina Housing Finance Agency for Single Family Rehabilitation funds for Lenoir County. The Wooten Company will provide a Program Administrator and a Rehabilitation Specialist to take care of the entire project. The funds will be made available to homeowners who inhabit their dwelling, are 80% below the area median income, are either elderly or disabled and meet certain other criteria that are outlined in the County's Assistance Policy. These funds will be made available as a loan rather than a grant. However, the loan will be forgiven at a rate of $3,000 per year. The smallest amount of rehab work that will qualify is $5,000 and the maximum amount will be $45,000. These funds will assist in rehabilitating approximately four to six homes in Lenoir County.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

_____
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the attached Procurement and Disbursement Policy for the SFR 2010 Single Family Rehabilitation Program be adopted.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Graham _____ Stroud _____ Brown _____ Davis _____

Humphrey_____ Pharo_____ Sutton_____

_____ 09/20/10
George W. Graham, Jr. Chairman Date

_____ 09/20/10
ATTEST Date

Lenoir County's 2010
Single Family Rehabilitation Program

PROCUREMENT POLICY

1. To the maximum extent practical, Lenoir County promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Single Family Rehabilitation Program (SFR). Bids are invited from Contractors who are part of the County's approved contractor registry. (To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the Rehabilitation Specialist and submit proof of insurance at the appropriate levels required by the County.)
2. All eligible contractors on the County's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the County's cost estimate, and (c) there is no conflict of interest (real or apparent).
3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder for each job site.
4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.
5. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract. The change order must also detail any changes to the original contract price.
7. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work.
8. Lenoir County reserves the right to reject any or all bids at any time during the procurement process.
9. In the event of a true emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented.
10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the County's Rehabilitation Specialist, (b) a Code Enforcement Officer, and (c) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 15 business days for processing of the invoice for payment.
2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the County's Rehabilitation Specialist, payment may be withheld until such time the work is satisfactory. (Contractors may follow the County's Single Family Rehabilitation Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).
3. Lenoir County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policy is adopted this the _____ day of _____, 2010.

Lenoir County

BY: _____

Attested by: _____

CONTRACTORS STATEMENT:

I have read and understand the attached Procurement and Disbursement Policy.

BY: _____

COMPANY NAME: _____

WITNESS: _____

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 09/20/10 **ITEM NO.:** 16

Resolution Approving the Assistance Policy for the Single Family Rehabilitation Program (SFR0)

SUBJECT AREA: Community Development

ACTION REQUESTED:

The Board is requested to authorize the attached Assistance Policy for the SFR 2010 Single Family Rehabilitation Program.

HISTORY / BACKGROUND:

Lenoir County was awarded $200,000 in Single Family Rehabilitation Program funds on September 1, 2010. These funds are to assist homeowners who are below 80% of the area median income, are elderly or disabled and meet certain other criteria.

EVALUATION:

The Wooten Company approached the County Manager in January of 2010 and asked if they could submit an application to the North Carolina Housing Finance Agency for Single Family Rehabilitation funds for Lenoir County. The Wooten Company will provide a Program Administrator and a Rehabilitation Specialist to take care of the entire project. The funds will be made available to homeowners who inhabit their dwelling, are 80% below the area median income, are either elderly or disabled and meet certain other criteria that are outlined in the County's Assistance Policy. These funds will be made available as a loan rather than a grant. However, the loan will be forgiven at a rate of $3,000 per year. The smallest amount of rehab work that will qualify is $5,000 and the maximum amount will be $45,000. These funds will assist in rehabilitating approximately three to four homes in Lenoir County.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

_____
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the attached Assistance Policy for the SFR 2010 Single Family Rehabilitation Program be adopted.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Graham _____ Stroud_____ Brown _____ Davis _____

Humphrey_____ Pharo_____ Sutton_____

_____ 09/20/10
George W. Graham, Jr. Chairman Date

_____ 09/20/10
ATTEST Date

Lenoir County

Assistance Policy

For the 2010 Cycle of the
Single-Family Rehabilitation Program

What is the Single-Family Rehabilitation Program?

Lenoir County has been granted Membership by the North Carolina Housing Finance Agency ("NCHFA") under the 2010 cycle of the Single-Family Rehabilitation Program ("SFR10"). This program provides Members with funds via a "loan pool" to assist with the rehabilitation of moderately deteriorated homes that are owned and occupied by lower-income households.

As an SFR10 Member, Lenoir County has been allocated an initial set-aside of $200,000 which it plans to apply toward the rehabilitation of about four (4) houses within Lenoir County. After the demonstrated successful use of the initial set-aside, the County may access additional funds, depending on availability, on a unit-by-unit basis from the SFR10 loan pool.

This Assistance Policy describes who is eligible for assistance under the SFR program, how applications for assistance will be rated and ranked, what the terms of assistance are, and how the rehabilitation process will be managed. Lenoir County has designed the SFR10 project to be fair, open and consistent with its approved application for funding and with the NCHFA SFR10 Program Guidelines.

The funds provided by NCHFA come from the US Department of Housing and Urban Development's (HUD) Federal HOME Investment Partnerships Program. The form of assistance for construction-related costs (hard costs) will be provided as no interest, no payment loans which are forgiven at the rate of $3,000 per year. Non-construction-related costs (soft costs) will be provided in the form of a grant.

Who is Eligible to Apply?

There are three major requirements to be eligible for SFR10 assistance:

1) The housing unit to be rehabilitated with SFR funds must be located in Lenoir County, and must be owner-occupied. The household occupying the unit must have an elderly or disabled (see definitions below for elderly, disabled) fulltime household member;
2) The gross annual household income must not exceed 80% of the statewide median income (see income limit table on the following page) and;
3) The cost of rehabilitation including all mandatory, energy-related measures cannot exceed the SFR10 Program Guideline limit of $45,000. If lead-based paint hazards are present in the unit then up to $8,000 of additional funding may be available through the Lead Assistance Partnership Program, (LAPP) to pay for the cost of lead hazard remediation only. Unfortunately, not all homes can be brought up to the Program required Rehabilitation Standards with the limited funding available. Some otherwise-eligible households may be deemed ineligible for assistance because their homes fail this test.

What Types Of Houses Are Eligible?
Properties are eligible only if they meet all of the following requirements:

- The property must require at least $5,000 of improvements in order to meet SFR Rehabilitation Standards.
- The property must be free of environmental hazards and other nuisances as defined by all applicable codes or regulations, or any such hazards or nuisances must be corrected as part of the rehabilitation of the unit. Lenoir County's Rehabilitation Specialist will determine whether there are environmental hazards/nuisances present on the site and if they can be removed through rehabilitation.
- Properties cannot be located in the right-of-way of any impending or planned public improvements. Lenoir County staff will assist in making this determination.
- The property cannot be located on a site that is endangered by mudslides, landslides or other natural or environmental hazards. If needed, the Rehabilitation Specialist will work with the homeowner to make this determination.
- On site stick built and off frame modular units will be eligible for consideration. Manufactured housing is not eligible for assistance.
- The property may be located in the 100 year flood plain if the lowest finished floor level is above the base flood elevation and the structure is in compliance with Lenoir County's flood plain ordinance. The lowest finished floor level must be verified with an elevation certificate provided by the Homeowner and the property must be covered by flood insurance. All things considered equal, properties located outside the 100-year flood plain will be given priority over properties located in the 100-year flood plain. *(Lenoir County will verify whether the home is in the flood plain.)*
- The property cannot have been repaired or rehabilitated with public funding of $5,000 or more within the past 10 years without NCHFA approval.

2010 North Carolina State-Wide Income Limits for Lenoir County's Single-Family Rehabilitation Program

Number in Household	30% of Median Income	50% of Median ("Very Low Income")	80% of Median ("Low Income")
1	$12,100	$20,150	$32,250
2	$13,800	$23,050	$36,850
3	$15,500	$25,900	$41,450
4	$17,300	$28,800	$46,100
5	$18,650	$31,100	$49,750
6	$20,050	$33,400	$53,450
7	$21,450	$35,700	$57,150
8	$22,800	$38,000	$60,850

How are applications ranked?

There are many more SFR-eligible households (with eligible houses) than can be assisted with the available funds. Therefore, Lenoir County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system applicants will receive points for falling into certain categories. Applications will be ranked according to which receive the most points. If there are more eligible applicants with eligible houses than can be treated with existing funding, Lenoir County may be able to treat additional houses with unrestricted pool funds. Pool applicants will come from the original applicant list and be considered according to which received the most points. If alternate pool applicants are not identified on the original applicant list and must be solicited, the solicited, eligible, pool applicants will be selected on a first come first served basis.

Priority Ranking System for Lenoir County's 2010 Single-Family Rehabilitation Program

Special Needs (for definitions, see below)	*Points*
Elderly Head of Household *(62 or older)*	4
Disabled Head of Household	4
Disabled or Elderly Household Member *(not Head of Household)*	2
Income (See Income Table above)	*Points*
Less than 30% of County Median Income	4
30% to 50% of County Median Income	3
50% to 80% of County Median Income	2

Definitions under SFR10 are:

- *Elderly*: An individual aged 62 or older.
- *Disabled*: A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- *Head of Household:* The person or persons who own(s) the house.
- *Household Member*: Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant*: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of household who has resided in the dwelling unit for at least 3 months prior to the submission of the family's application.

Recipients of assistance under the SFR program will be chosen by the above criteria without regard to race, creed, sex, color or national origin.

What Are The Terms of Assistance Under SFR10?

The North Carolina Housing Finance Agency will provide assistance to those households selected for the project with a 0% interest, forgivable loan covering the hard costs associated with the rehabilitation of the home, as long as the owner resides in the home. The term of the loan is dependent upon the loan amount and the number of years it takes to bring the balance of the loan to $0, when forgiven at $3,000 per year. For example if the amount of the loan is $31,452, then the term is 11 years ($30,000 forgiven over the first 10 years and $1,452 forgiven at the end of the 11th year).

The form of SFR assistance is a loan for the hard costs and a grant for the soft costs. These will be two separate documents or sets of documents; Promissory Note and Deed of Trust for the loan portion, covering hard costs only and a Grant Agreement for the grant portion, covering the soft costs. Any LAPP funds will also be granted to the homeowner and will be done so by utilizing a separate LAPP Grant Agreement.

As long as the borrower lives in the home, no payments on the loan will be required. If the recipient prefers, the loan can be paid off at any time, either in installments or as a lump sum payment. Furthermore, under certain circumstances NCHFA may allow assumption or refinancing of the loan. Should an heir inherit the property and choose to live in the house as their permanent residence, they may assume the loan without being income eligible. However, the lien remains on the property. A buyer who may wish to buy the property to live in may assume the loan so long as they can document that they are income-eligible (≤ 80% AMI). Default can occur if the property is sold or transferred to another person and/or if the borrower fails to use the home as a principal residence, without prior written approval of the North Carolina Housing Finance Agency.

What Kinds Of Work Will Be Done?

Each house selected for assistance must be rehabilitated to meet all SFR Rehabilitation Standards. That means every house must, upon completion of the rehabilitation:

- meet the US Department of Housing and Urban Development ("HUD") Section 8 Housing Quality Standards including applicable Lead-Based Paint regulations 24 CFR part 35, and Lenoir County's Minimum Housing Code. (These are so-called "habitability standards" which set minimum standards for decent, safe and sanitary living conditions.)
- meet or exceed NCHFA Energy-Efficiency Standards. (These are standards designed to save energy and save you money on your monthly utility bills. They also result in healthier and more comfortable homes.)
- retain no "imminent threats" to the health and safety of the home's occupants or to the home's "structural integrity". (An example of an imminent threat to occupants as well as to the home's structural integrity is a crawlspace that is too damp. In time the dampness may provide an invitation for the growth of mold and mildew as well as promote damage to the framing from termites and fungi).

These requirements are spelled out in full in the SFR10 Administrator's Manual which you may view, at reasonable times, upon request, at the Community Development office of Lenoir County.

In addition to the above items that must be done to satisfy NCHFA requirements, the scope of work may also include certain items meant to enhance or protect neighborhood and unit property values and/or home modifications designed to enable frail or disabled household members to function more independently.

It is anticipated that each home rehabilitated with SFR10 funds will, with reasonable maintenance, be capable of lasting another 30 or 40 years.

Of course, contractors performing work funded under SFR10 are responsible for meeting all local requirements for permits and inspections. All work done under the program must be performed to NC State Residential Building Code standards. (This does not mean, however, that the whole house must be brought up to Building Code Standards.)

What About Lead-based Paint?

Until it was discovered to be a health hazard, lead was used for centuries to make house paints. Now we know that lead exposure is a serious problem for everyone and especially small children. Selling lead paint was outlawed in 1978, but many older buildings still contain lead paint and children are still being poisoned.

Under SFR10, a lead hazard evaluation must be performed on every home selected for rehabilitation that was built before 1978. The specific type of evaluation and the appropriate lead hazard reduction work performed will depend on the total amount of Federal funds used to rehabilitate the home, as per 24 CFR part 35. If required, lead-based paint hazard reduction and/or abatement will be performed by contractors who are trained and certified to perform such work.

It may be necessary for the household to relocate during the construction process for protection against lead poisoning. If relocation is required, it shall be the responsibility of the homeowner to pay for the relocation.

Who Will Do The Work On The Homes?

Lenoir County is obligated under SFR10 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet these requirements, Lenoir County will invite bids only from licensed general contractors who are part of an "approved contractors' registry".

- To be on the registry, contractors must (1) fill out an application form, listing several references and recent jobs completed, and (2) receive the "conditional approval" of Lenoir County. Once a contractor has been conditionally approved and successfully completed one job, his or her status is upgraded to "regular approval", meaning that they will be allowed to bid on a regular rotation as long as they remain in good standing. (Homeowners who know of quality rehabilitation

contractors that are not on the approved contractors' registry are welcome to invite them to apply.)

- All approved contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" means the contractor (1) is deemed able to complete the work in a timely fashion and (2) that the bid is within 15% (in either direction) of Lenoir County's cost estimate. All contractors working on pre-1978 units must be Renovate, Repair and Paint Rule Certified Renovators working for Certified Renovation firms.

What Are The Steps In The Process, From Application To Completion?

You now have information about how to apply for the Single-Family Rehabilitation Program and what type of work can be done through the Program. Let's go through the steps for getting the work done:

1. **Completing a pre-application form:** Homeowners who wish to apply for assistance must do so by September 30, 2010. Apply by contacting Martha Martin, Finance Officer, at (252) 559-6464. Proof of ownership and income will be required. Those who have applied for housing assistance from Lenoir County in the past will not automatically be reconsidered. A new pre-application must be submitted.

2. **Preliminary inspection:** Lenoir County's Rehabilitation Specialist will visit the homes of eligible households to determine the need and feasibility of the home for rehabilitation.

3. **Screening of applicants:** Applications will be rated and ranked by Lenoir County based on the priority system outlined on page 3 and the feasibility of rehabilitating the house. Households to be offered assistance will be selected by October 30, 2010. Household income will be verified for program purposes only (information will be kept confidential) and ownership of property will be verified by conducting a title search. From this review, the four (4) most qualified applicants will be chosen according to the priority system described above. There will also be a list of two (2) alternates. Lenoir County will then submit to NCHFA a SFR10 Loan Application and Reservation Request form for each potential borrower for approval of SFR funding. All applicants have the right to receive a written "Notice of Disposition" within 30 days of completed application for Program assistance, if their applications are denied.

4. **Written agreement:** Upon verification of ownership resulting from the title search, a written agreement between the homeowner and Lenoir County will be executed as part of the Loan Application procedure and formally commits funds to the dwelling units. This agreement will certify that the property is the principal residence of the owner, that the post–rehab value of the property will not exceed 95% of the 203(b) limits established by HUD and define the amount and form of assistance being provided to the homeowner by Lenoir County, the scope of work

to be performed, the date of completion and the rehabilitation standards to be met.

5. **Pre-rehab inspection & unit evaluation:** Lenoir County's Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks, etc. Each unit will be evaluated for energy-saving opportunities such as air-sealing and duct-sealing as well as for environmental concerns, such as lead based paint hazards.

6. **Work write-up:** The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bids are received from contractors.

7. **Formal agreement:** After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the rehabilitation process. This agreement will define the roles of the parties involved throughout the rehabilitation process.

8. **Lead Testing:** Lenoir County will arrange for a certified firm to inspect all the pre-1978 constructed homes for potential lead hazards. The owner will receive information covering the results of the tests and any corrective actions that will be needed as part of the rehabilitation.

9. **Bidding:** The work write-up and bid documents will be mailed to all contractors from the Approved Contractors Registry who will be given no less than seven days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted in the Commissioner's Board Room located at the Lenoir County Court House, 130 S Queen Street, Kinston, NC at a specified date and time, with all bidders invited to attend.

10. **Contractor selection:** Within 72 hours of the bid opening, after review of bid breakdowns and construction schedules, the winning bidders will be selected. All bidders and the homeowner will be notified of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the county's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder was selected.

11. **Loan closing and contract execution:** Loan documents will be prepared by NCHFA and executed by the homeowner. By law, homeowner's have the right to hire legal representation of their choosing at loan closing. If homeowner does not have "representation" at the closing, the borrower must sign a NCHFA, "Unrepresented Borrower Affidavit". Construction contract documents will be executed by the homeowner and contractor with Lenoir County signing on as an interested third party.

Loan documents (Promissory Note and Deed of Trust) will be drawn up by NCHFA, with NCHFA as the lender. Lenoir County will facilitate with the loan closing and recordation of these documents and forward the recorded documents to NCHFA.

12. **Pre-construction conference:** A pre-construction conference will be held at the selected applicant's home. At this time, the homeowner, contractor and program representatives will discuss the details of the work to be done. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old cabinets, etc.). Within 24 hours of the pre-construction conference, Lenoir County will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date.

13. **Construction:** The contractor will be responsible for obtaining a building permit for the project before beginning work. The permit must be posted at the house during the entire period of construction. If applicable, the contractor will obtain a permit for lead hazard related activities. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Local Code Enforcement Officials will inspect the work for compliance with NC State Building Code. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.

14. **Change Orders:** All changes to the scope of work must be approved by the owner, the contractor, Lenoir County's Rehabilitation Specialist, and the Lenoir County Program Administrator and reduced in writing as a contract amendment ("change order"). The Agency will draw up an estoppel agreement at the time of closeout of the unit to modify the loan amount when there is a need for a change order involving a change in cost.

15. **Progress payments:** The contractor is entitled to request two partial payments and a final payment. The first partial payment may be requested when the work is 50% complete. The second partial payment may be requested when the work is 85% complete. When a payment is requested, the Rehabilitation Specialist will inspect the work within three days, determine percentage of job completion and calculate a payment based on 90% of the total work completed. Payment will be made within ten business days of the inspection.

16. **Closeout:** When the contractor declares the work complete, program staff will thoroughly inspect work. If deficiencies are observed, the contractor will be required to correct them. When the Rehabilitation Specialist and the Homeowner are satisfied that the contract has been fulfilled, the Homeowner, Project Administrator and Rehabilitation Specialist will sign off on the work. After receipt of the contractor's final invoice, inspections, certificate of completion and lien releases, the final payment will be ordered. All material and workmanship will be

guaranteed by the contractor for a period of one-year from the date of completion of the work.

17. **Post-construction conference:** Following construction the contractor and the Rehabilitation Specialist will sit down with the Homeowner one last time. At this conference the contractor will hand over all owner's manuals and warranties on equipment. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for the new equipment and appliances and discuss general maintenance of the home with the Homeowner. The Homeowner will have the opportunity to ask any final questions about the work.

18. **Final Loan Amount Determination:** If, upon completion of all rehabilitation work, the contract price has changed due to the effect of change orders, NCHFA will execute and record the appropriate documents to reflect the resulting increase or decrease in the original loan amount. The loan will remain the property of NCHFA, with original documents remaining there for storage and "servicing".

19. **The warranty period:** It is extremely important that any problems with the work that was performed be reported by the homeowner, to the Rehabilitation Specialist, as soon as possible. All bona fide defects in materials and workmanship reported within one year of completion of construction will be corrected free of charge by the Contractor.

What are the key dates?

If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting September 1, 2010.
- Applications must be turned in at the Lenoir County Planning Office by 5:00 PM on September 30, 2010.
- Selection of units will be made on October 30, 2010.
- All rehabilitation work must be under contract by December 31, 2012.
- All rehabilitation work must be completed by June 30, 2013.

How do I request an application?

Contact:

Martha Martin, Finance Officer
Lenoir County
P.O. Box 3289
Kinston, NC 28502-3289
Phone: (252) 559-6450

Or: pick up an application at the Lenoir County Court House, County Managers Office located 130 South Queen Street, Kinston, North Carolina.

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and rehabilitation guidelines are meant to be as fair as possible, Lenoir County realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact the Martha Martin, Finance Officer, within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
2. A written appeal must be made within 10 business days of the initial decision on an application.
3. Lenoir County will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the rehabilitation process:

1. If the homeowner feels that construction is not being completed according to the contract, he/she must inform the contractor and the Rehabilitation Specialist.
2. The Rehabilitation Specialist will inspect the work in question. If he finds that the work is not being completed according to the contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to correct the problem.
3. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by Lenoir County's Finance Officer.
4. Should the mediation conference fail to resolve the dispute, the Finance Officer will render a written final decision.
5. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be noted and the Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.

Final Appeal:

After following the above procedures, any applicant or homeowner who remains dissatisfied with Lenoir County's final decision may appeal to Michael Handley, NCHFA, PO Box 28066, Raleigh, NC 27611-8066, (919) 877-5627.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to Lenoir County employees who are directly involved in the program, the North Carolina Housing Finance Agency, the US Department of Housing and Urban Development (HUD) and auditors.

What about conflicts of interest? No employee or board member of Lenoir County, or entity contracting with Lenoir County, who exercises any functions or

responsibilities with respect to the SFR10 project shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with project funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of Lenoir County employees, or of Lenoir County board members and others closely identified with, may be approved for rehabilitation assistance only upon public disclosure before the Lenoir County Board of Commissioners and written permission from NCHFA.

What about favoritism? All activities under SFR10, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, creed, sex, color or national origin.

Who can I contact about the SFR10 program? Any questions regarding any part of this application or program should be addressed to:

Martha Martin, Finance Officer
Lenoir County
130 South Queen Street
P.O. Box 3289
Kinston, NC 28502-3289
Phone: (252) 559-6464

Brendan Nolan, Rehabilitation Specialist
The Wooten Company
301 West 14th Street
Greenville, NC 27834
Phone: (252) 757-1096

These contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible.

This Assistance Policy is adopted this ____day of _____ 2010.

_____
George W. Graham, Jr. , Chairman
Lenoir County Board of Commissioners

_____
Attest

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 09/20/10 **ITEM NO.** 17

Resolution Approving Citizens to Boards, Commissions, Etc.

SUBJECT AREA: Boards and Commissions

ACTION REQUESTED:

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

HISTORY / BACKGROUND:

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

EVALUATION:

The following Boards currently have existing vacancies/expiring terms. No applications at this time.

BOARD/COMMITTEE/COMMISSION	APPLICANT/ CURRENT MEMBER	TERM EXPIRATION
Lenoir County Transit Advisory Board 2nd Appearance	Beverly K. Alston	June 2013
Lenoir County Criminal Justice Partnership Program (CJPP) 2nd Appearance	Richard Basili	May 2012
Lenoir County Board of Health 1st Appearance	Giles Stroud (Re-appointment)	September 2013

CURRENT VACANCIES:

Lenoir County Health Board – (1) Veterinarian, (1) Optometrist, (1) Pharmacist
Lenoir County Planning Board – Districts One (1), Four (4) and Alternate
Grifton Planning Board – One (1) Vacancy
CJPP – Three (3) Vacancies
Kinston Board of Adjustment – Two (2) ETJ Members; (1) Primary – (1) Alternate

MANAGER'S RECOMMENDATION:

_____
Initials

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

BOARD/COMMITTEE/COMMISSION	**APPLICANT/ CURRENT MEMBER**	**TERM EXPIRATION**
Lenoir County Transit Advisory Board 2nd Appearance	Beverly K. Alston	June 2013
Lenoir County Criminal Justice Partnership Program (CJPP) 2nd Appearance	Richard Basili	May 2012
Lenoir County Board of Health 1st Appearance	Giles Stroud (Re-appointment)	September 2013

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Graham _____ Humphrey _____

Pharo _____ Stroud _____ Sutton _____

_____ 09/20/10
George W. Graham Jr., Chairman Date

_____ 09/20/10
ATTEST Date

APPLICATION FOR APPOINTMENT
to
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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

Advisory Board/Committee/Commission interested in:

Lenoir County Transit Board

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

Applying as Private Citizen, Retiring from ESC on 8/1/2010

Name: Beverly K. Alston
Address: 2634 Plantation Circle
City/State/Zip: Kinston, N.C. 28504
Telephone: (Home) 252-522-3651 (Work) Cell phone 252-521-4509
Occupation: Manager - Employment Security Commission
Business Address: 2100 Presbyterian Lane, Kinston, N.C. 28501
Age: (Optional): [illegible]
Number hours available per month for this position: 2 hrs.
Training: B.A - Education
Business and Civic Experience/Skills: 20 yrs. Employment Counseling / Mgmt experience
Other County Boards/Committees/Commissions presently serving on: Lenoir Co. Criminal Justice Partnership Prog/Day Reporting Ctr. Advisory Board
Expiration date of Term: 2011

Circle your voting precinct

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

CERTIFICATION

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

Beverly K. Alston
Signature of Applicant

7-20-10
Date

APPLICATION FOR APPOINTMENT
to
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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

Advisory Board/Committee/Commission interested in:

Lenoir County Day Reporting Center Advisory Board

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

* * * * * * *

Name: RICHARD L. BASILI
Address: 1011 HARVEY CIRCLE
City/State/Zip: KINSTON N.C. 28501
Telephone: (Home) 252 522-5882 (Work) N/A
Occupation: PURCH. MGR.
Business Address:
Age: (Optional): LAYOFF
Number hours available per month for this position: WHATEVER IT REQUIRES
Training: ASME, BSIT & MBA PLUS 4000 HRS. MACHINE TIME
Business and Civic Experience/Skills: 40 YRS. PURCH. & MATL'S. CONTROL. PRODUCT PLANNER
Other County Boards/Committees/Commissions presently serving on: LCMA, IS MCV, SUB. FOR COMMITTEE OF 100, CHAMBER OF COMMERCE
Expiration date of Term: AUTOMATIC RENEWALS (Two year term)

Circle your voting precinct

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

CERTIFICATION

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

Richard L. Basili
Signature of Applicant

8-17-10
Date

APPLICATION FOR APPOINTMENT
to
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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

Advisory Board/Committee/Commission interested in:

Lenoir County Health Board-

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

* * * * * * *

Name: Giles L. Stroud
Address: 4044 Hwy 258 South
City/State/Zip: Kinston N. C.
Telephone: (Home) 252-523-2182 (Work) 252-939-5652 - Cell
Occupation: Retired
Business Address: n/a
Age: (Optional):
Number hours available per month for this position: All needed-
Training: Disaster Training on Health Board-
Business and Civic Experience/Skills: Past President Lion Club - Past Master of St. John's #4 Masonic Lodge - Past Dist. Deputy of Order Eastern Star
Other County Boards/Committees/Commissions presently serving on: - Lenoir County Health Bd.
Expiration date of Term: Aug- 2010-

Circle your voting precinct

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

CERTIFICATION

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

Giles L Stroud
Signature of Applicant

Sept. 10, 2010
Date