

**LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA**  
**MONDAY, OCTOBER 17, 2011 – 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:** Board of Elections Presentation of Plaque Mr. Robert Waller  
Susan Moore / Pat Hemby – Department of Social Services – Changes to  
Low Income Energy Assistance Program  
Cale Johnson – NC Department of Revenue

- |    |   |        |
|----|---|--------|
| 1. | <b>Items from Chairman/Commissioners: 10 Min.</b> | Board  |
| 2. | <b>Items from County Manager: 5 Min.</b>          | Jarman |

**CONSENT AGENDA: 10 Min.**

**ACTION**

- |    |   |              |
|----|---|--------------|
| 3. | Approval of Minutes: Regular Board Meeting: October 3, 2011 | Banks/Jarman |
|----|---|--------------|

**END OF CONSENT AGENDA**

**BUDGET ORDINANCE AMENDMENTS/ RESOLUTIONS: 30 Min.**

- |    |   |                  |
|----|---|------------------|
| 4. | Resolution for Acceptance of the Revised Regional Agreement for Neuse Regional Library  | Ho/Jarman        |
| 5. | Resolution to Approve a Drug and Alcohol Testing Policy for Lenoir County Transit   | Allison/Durst    |
| 6. | Budget Ordinance Amendment: Finance/Sheriff's Department: \$3,334. Increase   | Martin/Hollowell |
| 7. | <b>A.</b> Resolution to Authorize Lenoir County Cooperative Extension to Continue to Manage and Facilitate the Seniors Health Insurance Information Program (SHIP) and Authorize Tammy Kelly, County Extension Director, to Execute the Contract in the Amount of \$4,128<br><b>B.</b> Budget Ordinance Amendment: General Fund: Process Funds – Cooperative Extension: \$4,128. Increase<br><b>C.</b> Resolution Authorizing the Acceptance of a Grant in the Amount of \$15,000 from the North Carolina Tobacco Trust Fund Commission<br><b>D.</b> Budget Ordinance Amendment: General Fund: Process Funds: \$15,000. Increase<br><b>E.</b> Budget Ordinance Amendment: Trust & Agency Fund: Finance/Extension – Family Caregiver: \$54,381. Increase | Kelly/Martin     |
| 8. | Resolution Approving Purchase of Ten (10) Dell Vostro 3450 Laptop Computers \$13,014.75   | Hill/Martin      |
| 9. | Resolution Approving Jail Project Special Inspections Services Agreement: KCI Associates of NC, PA  | Hollowell        |

**APPOINTMENTS: 5 Min.**

- |     |   |       |
|-----|---|-------|
| 10. | Resolution Approving Citizens to Boards, Commissions, Etc. 5 Min. | Banks |
|-----|---|-------|

**OTHER ITEMS: 10 Min.**

- |     |  |  |
|-----|--|--|
| 11. | Items from County Manager / County Attorney / Commissioners Public Comments/ Closed Session (if necessary) |  |
|-----|--|--|

How do I obtain the counseling offered as part of this program?

- Contact NCDOR representative.
- Complete program application.
- Contact SBTDC at (919) 600-6169.
- Indicate that you referred by NCDOR.

What if I am in the program and cannot fulfill the terms of the agreement?

Failure to comply with the terms of the agreement will automatically disqualify a small business from the program. This will result in the immediate reinstatement of all penalties and fees and may subject the small business to a tax lien. The Department strongly encourages small businesses to file and pay all current taxes and make all scheduled payments for the delinquent liabilities.

## Revenue Offices

### Asheville

2800 Heart Drive  
Asheville, NC 28806  
828-667-0597

### Charlotte

301 McCullough Drive  
Charlotte, NC 28217  
704-519-3000

### Durham

3518 Westgate Drive  
Suite 110, Durham, NC 27707  
919-627-6900

### Elizabeth City

401 South Griffin Street  
Suite 300  
Elizabeth City, NC 27909  
252-331-4746

### Fayetteville

225 Green Street  
Suite 800  
Fayetteville, NC 28301  
910-486-1212

### Greensboro

5 Centerview Drive  
Lenoir Building, Suite 100  
Greensboro, NC 27407  
336-315-7001

### Greenville

2995 Radio Station Road  
Greenville, NC 27834  
252-830-8536

### Hickory

112 2nd Street Place SE  
Hickory, NC 28602  
828-327-0485

### Raleigh

4701 Atlantic Ave  
Suite 118, Raleigh, NC 27604  
919-707-0800

### Wilmington

3340 Jaeckle Drive  
Suite 202  
Wilmington, NC 28403  
910-254-5000

### Winston-Salem

8025 Northpoint Blvd  
Suite 250  
Winston-Salem, NC 27106  
336-896-7026



(rev. 9-11)

North Carolina

Department of Revenue

PRESENTS

**Small Business**

**Taxpayer Recovery**

**Program**

IN PARTNERSHIP WITH

Small Business and Technology  
Development Center

sbt dc

Your business. Better.



Small Business Center Network

[www.dornnc.com](http://www.dornnc.com)

[www.sbt dc.org](http://www.sbt dc.org)

[www.sbcn.nc.gov](http://www.sbcn.nc.gov)

1000 copies of this brochure were printed at a cost of \$23.88 or \$0.02 per copy.





## PURPOSE

The Small Business Taxpayer Recovery Program offers assistance to qualified small businesses that are delinquent with their North Carolina trust taxes or franchise tax. This program accomplishes that by combining the free counseling services offered by both the Small Business and Technology Development Center (SBTDC) and Small Business Center Network (SBCN) with penalty/fee waivers and extended terms for installment agreements.

## WHAT'S IN IT FOR ME?

- Penalties and collection assistance fees will be waived on trust taxes and franchise tax.
- More favorable payment plan terms than are normally offered for delinquent trust taxes.
- No liens will be filed on participating small business taxpayers.
- Free small business counseling offered by SBTDC and the SBCN.

## FREQUENTLY ASKED QUESTIONS

**How can a small business obtain additional information about the Program?**

Additional information about the Program can be obtained from the Department by contacting one of the NCDOR offices near you.

**When does the Program begin?**

It is available now and is scheduled to run through June 2013.

## Who qualifies for the program?

Businesses with 200 or fewer employees qualify for the program and must agree to use the counseling services of the SBTDC or SBCN.

## What are trust taxes?

Trust taxes are taxes that are paid by a customer or withheld from an employee and held in trust by the business until they are filed and paid to the Department of Revenue. The following tax types are trust taxes:

- Motor vehicle lease and rental
- Sales and use
- Scrap tire disposal
- White goods disposal
- Withholding

Franchise tax is also included in the program, but is not considered a trust tax.

## Why is the Department making this offer to small businesses?

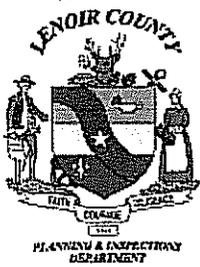
The goals of this program include helping small businesses recover from the economic downturn and reducing the number of non-compliant taxpayers.



**TO: Chairman and Members of the Board**  
**FROM: Mike Jarman, County Manager**  
**DATE: October 17, 2011**  
**SUBJECT: Items of Interest**

1. Commissioners Christmas Employee Appreciation Luncheon
2. Bid – 103 N. East Street
3. Lenoir County Inspections/Permit Inspection Report – September 2011
4. Lenoir County Financial Performance Summary 2011-2012 – September 30, 2011





**LENOIR COUNTY  
PLANNING & INSPECTIONS DEPARTMENT**

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



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**LENOIR COUNTY INSPECTIONS  
PERMIT/INSPECTION REPORT**

**SEPTEMBER 2011**

**PERMITS ISSUED: 149**

**PERMITS VALUE: \$ 1,581,028**

**PERMIT FEES: \$ 16,903**

**SINGLE FAMILY DWELLINGS: 5**

**MOBILE HOMES: 10**

**COMMERCIAL: 1**

**ADDITIONS: 8**

**ELECTRICAL: 62**

**PLUMBING: 16**

**MECHANICAL: 30**

**OTHER: 17**

**TOTAL INSPECTIONS: 220**

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

Printed: 10-03-2011

Code	Prms	Valuation	Fees Paid	Units	Prms	Valuation	Fees Paid	Units
<b>NEW RES. HOUSEKEEPING - ILEOIR COUNTY</b>								
* Single Family Houses Detached	4	629,312.00	2,411.00	4	2	350,000.00	993.00	2
* Single Family Houses Attached		.00	.00	0	0	.00	.00	0
* 2 Family Building		.00	.00	0	0	.00	.00	0
* 3 and 4 Family Buildings	1	300,000.00	1,100.00	1	0	.00	.00	0
* 5 or More Family Buildings		.00	.00	0	0	.00	.00	0
*TOTAL INFORMATION 101-105		109B	.00	0	0	.00	.00	0
<b>NEW RESIDENTIAL NON-HOUSEKEEPING BL:</b>								
* Hotels, Motels & Tourist Cabins		213B	.00	0	0	.00	.00	0
* Other Non-Housekeeping Shelter		214B	.00	0	0	.00	.00	0

**NEW NON-RESIDENTIAL BUILDINGS:**

* Amusement, Social, & Recreational		318B	.00	0	0	.00	.00	0
* Churches & Other Religious		319B	.00	0	0	.00	.00	0
* Industrial		320B	.00	0	1	99,700.00	579.00	1
* Pring Garages (Blds & Open Decked)		321B	.00	0	0	.00	.00	0
* Service Stations & Repair Garages		322B	.00	0	0	.00	.00	0
* Hospitals & Institutional		323B	.00	0	0	.00	.00	0
* Offices, Banks, & Professional		324B	.00	0	0	.00	.00	0
* Public Works & Utilities		325B	.00	0	0	.00	.00	0
* Schools & Other Educational		326B	.00	0	0	.00	.00	0
* Stores & Customer Services		327B	.00	0	1	7,300.00	150.00	1
* Other Non-Residential Bldgs		328B	.00	0	1	75,000.00	850.00	1
* Structures Other than Buildings		329B	.00	0	0	.00	.00	0

**ADDITIONS, ALTERATIONS, & CONVERSION**

* Residential	6	142,587.00	572.00	6	5	87,918.00	358.00	4
* Non-Residential & Non-Housekeeping	1	850.00	2,125.00	1	0	.00	.00	0
* Adds of Res. CP/Garages (Atch/Detc)	2	4,013.00	232.00	1	0	.00	.00	0

**DEMOLITIONS AND RAZING OF BUILDINGS:**

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

TOTALS FOR PERMITS THIS PAGE	14	1,076,762.00	6,440.00	13	10	619,918.00	2,930.00	9
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Lenoir County  
 PERIODIC REPORT OF ISSUED PERMITS (GROUPED BY REPORT CODE)

Printed: 10-03-2011

Designated period:	09/01/11 to 09/30/11				[Prior period: 09/01/10 to 09/30/10]			
	Code Prms	Valuation	Fees Paid	Units	Prms	Valuation	Fees Paid	Units
MOBILE/MODULAR OFFICE/CLASSROOM	740B	.00	.00	0	0	.00	.00	0
*MOBILE OFFICE	750B	.00	.00	0	0	.00	.00	0
*MODULAR CLASSROOM	730B	.00	.00	0	0	.00	.00	0
ELECT./PLUMB/HEAT/A/C/INS/TEMP POLE:								
*ELECTRICAL	800B	62	70,137.00	4,241.00	61	39	44,850.00	2,071.00
*PLUMBING	810B	16	20,072.00	919.00	16	8	6,800.00	400.00
*HEATING/ ATR CONDITIONING	820B	30	106,860.00	3,011.00	30	34	118,250.00	1,944.00
*INSULATION	830B	3	5,800.00	150.00	3	3	4,900.00	150.00
*TEMPORARY POLE	840B	3	2,000.00	250.00	3	0	.00	.00
RESIDENTIAL ACCESSORY STRUCTURES								
*STORAGE/PORCHES/PATIO/DECKS	900B		.00	.00	0	0	.00	.00
MISCELLANEOUS:								
*CHANGE OF OCCUPANCY	910B		.00	.00	0	0	.00	.00
*INSPECT DWELLING	920B		.00	.00	0	0	.00	.00
*TENTS	930B		.00	.00	0	0	.00	.00
*SATELLITE DISH	940B		.00	.00	0	0	.00	.00
*AWNING	950B		.00	.00	0	0	.00	.00
*EXTRA INSPECTIONS	960B	10	1,825.00	592.00	9	8	725.00	375.00
*FIRE PROTECTION SPRINKLER SYSTEM	966B		.00	.00	0	0	.00	.00
*MOVING DWELLING ONLY	970B		.00	.00	0	0	.00	.00
*SIGN	980B	1	8,000.00	250.00	1	0	.00	.00
*FIREWORKS	985B		.00	.00	0	0	.00	.00
*SWIMMING POOL	990B		.00	.00	0	0	.00	.00
*TANKS	995B		.00	.00	0	1	12,000.00	150.00
MOBILE HOMES								
*SINGLE WIDE MOBILE HOME	700B	8	162,516.00	800.00	8	4	19,000.00	400.00
*DOUBLE WIDE MOBILE HOME	710B	2	127,056.00	250.00	2	5	273,900.00	625.00
*MODULR HOME	720B		.00	.00	0	0	.00	.00

TOTALS FOR PERMITS ABOVE (incl. pg 1)	149	1,581,028.00	16,903.00	146	112	1,100,343.00	9,045.00	110
Totals of other permits in the period		.00	.00	0	0	.00	.00	0
TOTAL FOR ALL PERMITS IN THE PERIOD	149	1,581,028.00	16,903.00	146	112	1,100,343.00	9,045.00	110

This Report was printed on Monday, October 03, 2011

Item Totals for Inspector ID

Lenoir County

GO 111  
 GO DR 2  
 GOSTOP 1  
 GOMHC 1  
 VM 103  
 VM/DR 2

220 Entries for Inspector ID

- STATISTICAL REPORT -

ACTIVITIES	INSPECTIONS	PASSED	CORRECTIONS	RE-INSPECTIONS	PASSED	CORRECTIONS	RE-INSPECTIONS	RE-INSPECTIONS REQUIRED
	%INSPECTIONS	%PASSED	%CORRECTIONS	%RE-INSPECTIONS	%PASSED	%CORRECTIONS	%RE-INSPECTIONS	REQUIRED
220	188	155	33	32	25	7		40
	85	82	18	15	78	22		18

**LENOIR COUNTY**  
**FINANCIAL PERFORMANCE SUMMARY - 2011-12**  
**SEPTEMBER 30, 2011**

**EXPENDITURES**

25.00%

DESCRIPTION	BUDGET FOR YEAR	EXPENDITURES TO DATE	ENCUMBRANCE	UNENCUMBERED BALANCE	% EXPEND/ENCUMBR
<b>GENERAL FUND:</b>					
Governing Body	230,255	68,238	0	162,017	29.6%
County Manager	273,381	60,723	0	212,658	22.2%
Finance	199,058	41,581	0	157,477	20.9%
Human Resources	242,784	48,565	0	194,219	20.0%
Tax Office	829,528	170,189	4,530	654,809	21.1%
Legal	62,500	12,210	0	50,290	19.5%
Court Facility	370,387	99,262	83,629	187,496	49.4%
Elections	390,399	49,740	48,147	292,512	25.1%
Register of Deeds	296,134	60,821	40,399	194,914	34.2%
Non-Departmental	1,080,890	508,681	0	572,209	47.1%
Process Funds	979,807	186,427	4,087	789,293	19.4%
Outside Agencies	132,000	17,318	0	114,682	13.1%
Management Info Systems	894,568	241,584	128,118	524,866	41.3%
Public Buildings	526,856	112,269	46,177	368,410	30.1%
Sheriff	4,580,442	939,174	134,190	3,507,078	23.4%
Central Communications	1,204,512	307,672	17,570	879,270	27.0%
Jail	2,267,483	537,201	170,227	1,560,055	31.2%
Emergency Management	395,120	97,442	17,715	279,963	29.1%
Emergency Medical Services	3,775,553	879,967	263,316	2,632,270	30.3%
Non-Emergency Services	492,522	100,526	36,743	355,253	27.9%
Hurricane Irene Expenditures	0	68,941	0	-68,941	#DIV/0!
Fire Protection	48,340	12,085	0	36,255	25.0%
Inspections	216,153	45,953	0	170,200	21.3%
Medical Examiner	40,000	8,050	0	31,950	20.1%
Economic Development	319,769	54,908	3,961	260,900	18.4%
Veterans Service Office	33,241	6,289	669	26,283	20.9%
Cooperative Extension	390,057	88,367	13,003	288,687	26.0%
JCPC - Parenting Matters	35,194	5,908	0	29,286	16.8%
Cooperative Ext-Grants	65,626	9,055	0	56,571	0.0%
Soil Conservation	121,488	23,674	0	97,814	19.5%
Health Department	3,840,995	689,092	164,024	2,987,879	22.2%
BioTerrorism - Health	50,722	10,456	0	40,266	20.6%
M. Health Department	245,715	61,429	0	184,286	25.0%
CJPP - Day Reporting Center	125,382	27,155	0	98,227	21.7%
Public Assistance (DSS)	14,275,153	2,502,396	199,760	11,572,997	18.9%
Education	9,900,000	2,475,000	0	7,425,000	25.0%
Community College	2,185,000	546,250	0	1,638,750	25.0%
Cultural	740,500	185,125	0	555,375	25.0%
Recreation	760,000	190,000	0	570,000	25.0%
Debt Service	8,406,900	3,434,825	0	4,972,075	40.9%
Transfer to Other Funds	2,302,699	0	0	2,302,699	0.0%
Contingency	50,000	0	0	50,000	0.0%
<b>TOTAL GENERAL</b>	<b>63,377,113</b>	<b>14,984,548</b>	<b>1,376,265</b>	<b>47,016,300</b>	<b>25.8%</b>
<b>OTHER FUNDS:</b>					
Employee Insurance Fund	3,920,000	821,844	0	3,098,156	21.0%
Vehicle Replacement Fund	363,000	0	59,995	303,005	16.5%
Fed Seized Property Fund	20,000	2,119	369	17,512	12.4%
State Controlled Substance Fund	20,000	0	0	20,000	0.0%
School Capital Fund	1,711,335	1,500,000	0	211,335	87.7%
Transportation Fund	923,606	246,017	76,470	601,119	34.9%
Scrap Tire Disposal Fund	130,000	23,256	0	106,744	17.9%
Emergency Telephone Fund	382,440	125,217	17,752	239,471	37.4%
Revaluation Fund	54,460	10,885	0	43,575	20.0%
Automation-Preservation Fund	24,000	0	0	24,000	0.0%
MSW Landfill-Debt Service	0	0	0	0	
Capital Improvements Fund	3,396,781	1,285,139	11,301	2,100,341	38.2%
Solid Waste Management	3,421,113	529,385	85,536	2,806,192	18.0%
Trust & Agency Fund					
Family & Caregiver-Smart Start	33,724	18,806	0	14,918	55.8%
Fire Districts	1,290,299	75,418	0	1,214,881	5.8%
<b>TOTAL OTHER FUNDS</b>	<b>15,690,758</b>	<b>4,638,086</b>	<b>251,423</b>	<b>10,801,249</b>	<b>31.2%</b>
<b>GRAND TOTAL</b>	<b>79,067,871</b>	<b>19,622,634</b>	<b>1,627,688</b>	<b>57,817,549</b>	<b>26.9%</b>

**LENOIR COUNTY**  
**FINANCIAL PERFORMANCE SUMMARY-2011-12**  
**SEPTMEBER 30, 2011**

**REVENUES**

**25.00%**

DESCRIPTION	BUDGET FOR YEAR	REVENUES TO DATE	REMAINING BALANCE	% REC'D
<b>GENERAL FUND:</b>				
Health Department	1,780,508	406,085	1,374,423	22.81%
Public Assistance (DSS)	10,241,009	1,622,348	8,618,661	15.84%
Property Taxes	30,945,647	5,398,890	25,546,757	17.45%
Sales Taxes	5,600,000	1,078,906	4,521,094	19.27%
Other General	14,809,949	3,918,011	10,891,938	26.46%
<b>TOTAL GENERAL</b>	<b>63,377,113</b>	<b>12,424,240</b>	<b>50,952,873</b>	<b>19.60%</b>
<b>OTHER FUNDS:</b>				
Employee Insurance	3,920,000	229,672	3,690,328	5.86%
Vehicle Replacement	363,000	9,109	353,891	2.51%
Fed Seized Property	20,000	12,793	7,207	63.97%
State Controlled Substance	20,000	1,023	18,977	5.12%
School Capital Fund	1,711,335	295,990	1,415,345	17.30%
Transportation Fund	923,606	302,001	621,605	32.70%
Scrap Tire Disposal	130,000	33,443	96,557	25.73%
Emergency Telephone	382,440	63,753	318,687	16.67%
Revaluation Fund	54,460	0	54,460	0.00%
Automation-Preservation Fnd	24,000	5,226	18,774	21.78%
MSW Landfill-Debt Service	0	13	-13	
Capital Improve Fund	3,396,781	100,000	3,296,781	2.94%
Solid Waste Management	3,421,113	1,544,557	1,876,556	45.15%
<b>Trust and Agency Fund:</b>				
Smart Start Program	33,724	4,750	28,974	14.08%
Fire Districts	1,290,299	215,142	1,075,157	16.67%
<b>TOTAL OTHER FUNDS</b>	<b>15,690,758</b>	<b>2,817,472</b>	<b>12,873,286</b>	<b>17.96%</b>
<b>GRAND TOTAL</b>	<b>79,067,871</b>	<b>15,241,712</b>	<b>63,826,159</b>	<b>19.28%</b>

<b>Project Based Revenues:</b>	BUDGET	TO DATE	REMAINING	% REC
<b>SCHOOL CONSTRUCTION FUND</b>	<b>72,623,876</b>	<b>72,623,866</b>	<b>10</b>	<b>100.00%</b>
<b>CAPITAL PROJECTS FUND</b>	<b>28,279,806</b>	<b>12,031,494</b>	<b>16,248,312</b>	<b>42.54%</b>
<b>CDBG RELATED PROJECTS</b>	<b>3,058,688</b>	<b>2,563,696</b>	<b>494,992</b>	<b>83.82%</b>
<b>Total Project Based</b>	<b>103,962,370</b>	<b>87,219,056</b>	<b>16,743,314</b>	

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

<b>Project Based Expenditures:</b>	BUDGET	EXPENDED TO DATE	ENCUMBERED	REMAINING
<b>SCHOOL CONSTRUCTION FUND</b>	<b>72,623,876</b>	<b>72,622,566</b>	<b>0</b>	<b>1,310</b>
<b>CAPITAL PROJECTS FUND</b>	<b>28,279,806</b>	<b>14,363,471</b>	<b>0</b>	<b>13,916,335</b>
<b>CDBG RELATED PROJECTS</b>	<b>3,058,688</b>	<b>2,584,581</b>	<b>0</b>	<b>474,107</b>
<b>Total Project Based</b>	<b>103,962,370</b>	<b>89,570,618</b>	<b>0</b>	<b>14,391,752</b>

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

**MINUTES**  
**LENOIR COUNTY BOARD OF COMMISSIONERS**  
**October 3, 2011**

**Item No. 3**

The Lenoir County Board of Commissioners met in open session at 9:00 a.m. on Monday, October 3, 2011 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 Reuben Davis and Commissioners, Jackie Brown, Mac Daughety, Linda Rouse Sutton, Tommy Pharo, and Eric Rouse

Also present were: Tommy Hollowell, Assistant County Manager, Martha Martin, Finance Officer, Robert Griffin, County Attorney, April L. Banks, Interim Clerk to the Board, and members of the general public and news media.

Absent: Michael W. Jarman, County Manager

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**

Ms. Brown presented Mr. Eric Cantu, of Vietnam Veterans Chapter 892 a Resolution of Appreciation on behalf of the Board for their efforts in bringing "The Wall That Heals" to Emma Web Park. The attendees of the Board meeting applauded Mr. Cantu with a standing ovation after the resolution was read aloud by Ms. Brown. Mr. Cantu thanked the Board on behalf of the members of Chapter 892 saying a lot of people were involved to make the event a success. He stated the community as a whole played a part in this accomplishment. Kinston-Lenoir Parks & Recreation prepared the grounds at the park for the display. Approximately 18,000 citizens visited the memorial representing nine (9) counties and sixty-two (62) cities in North Carolina. There were no incidents reported during the period of display from September 13 – 18, 2011. Mr. Cantu thanked the Board and stated he appreciates the acknowledgements and will convey the appreciation to his fellow members of Chapter 892.

Mr. Mark Pope, Economic Development Director addressed the Board regarding the current Economic Development process in use for Lenoir County. Also present were Mr. Jim Fain, President of Global Transpark (GTP), and also former Secretary of Commerce, and Ms. Donna Phillips, Senior Economic Developer/Manager for the Department of Commerce. Mr. Fain stated he appreciates the support received from Lenoir County and it has been a pleasure working with Mr. Jarman and Mr. Pope. Mr. Pope stated there is justification in the need for confidentiality while working on developing projects. Some of the larger companies are concerned about preserving the knowledge they are expanding or moving. If they are considering closing a facility at a different location, this can create concern among the employees if made publicly known. Mr. Pope thanked everyone for their long time support and appreciates the work everyone has invested to make these projects come to Lenoir County. Mr. Pharo stated he will sign a confidentiality agreement if necessary when Mr. Pope comes before the Board to obtain approval on incentive packages. Mr. Pope stated he does not want to send the image that there is an issue with everyone not being supportive of Economic Development. Leads regarding potential companies who might want to relocate or expand in Lenoir County are derived from conferences and conventions and they also obtain leads from the State. Most large projects come to Commerce first and some companies contact the County first. If the County is contacted first, we then contact the State. Sanderson Farms observed Kinston for close to a year before they made a decision to move forward and speak with Economic Development. They wanted

to ensure they had the support of the local farming community. The Spirit project spanned approximately 18-24 months from beginning to completion.

Ms. Phillips stated she supported both Mr. Fain and Mr. Pope regarding confidentiality. If any privileged information leaks to the public, then grant monies can be lost. Until the Governor makes the announcement, confidentiality must remain in place. She thanked Lenoir County and the City of Kinston stating it is a joy to work with the team. Mr. Pope outlined the Economic Development Process that follows:

- Economic Developer (ED) Director/Department of Commerce makes contact with clients
- Department of Commerce is always the lead on projects
- Department of Commerce / ED will qualify client and next steps
- ED to evaluate the company, investment and job creation
- Project name is assigned by ED / Department of Commerce
- Site/building selections presented by ED/Department of Commerce
- Only Allies/Partners required for information will be notified
- ED/Department of Commerce to meet with Allies/Partners to discuss project
- ED/Department of Commerce main contact with client for ease of numbers of persons contacting or communicating with client
- Incentives for project are calculated, (if One NC is part of incentive package, local incentives must be available as match)
- ED engages other grant agencies that may be needed for infrastructure or training
- Once validation of project and incentive packages are discussed and we know that Lenoir County is on short list, Project name, investment, and job creation given to commissioners in closed session. Confidentiality and agreements discussed and signed
- Once final decision and Lenoir County has been selected, announcement date set, advise commissioners of date and time of called open meeting to approve Performance based agreement incentives
- Day of announcement, Commissioner meeting in open session to advise of Company name and Incentives for approval and signature before the public announcement

Mr. Graham asked if the Committee of 100 has reviewed the process. Mr. Pope responded they have not, but he will take it before them if necessary. Mr. Daughety asked Mr. Fain to speak on the issue of information being released prematurely. Mr. Fain stated the situation has occurred a few times. This causes the community to have a negative reputation regarding integrity. When compared with other governing bodies, the County has an appropriate and typical process. Mr. Fain stated he worked on some projects himself without knowing specific information as to who the client may be. Mr. Pope stated incentives are part of Economic Development. Lenoir County is competing against other larger areas and states and he has to prepare competitive packages. Mr. Graham asked Mr. Bill Ellis, Interim City of Kinston Manager, about his views on the process. Mr. Ellis stated the City of Kinston is part of Economic Development due to the city being the provider of electricity and water. He also stated the process is fair. On some occasions, he has not known the identity of the client. Mr. Pope and the Department of Commerce do a good job with the Economic Development of Lenoir County. Mr. Rouse stated he requested more specific information, not necessarily the name of the company. He feels the commissioners need to be more involved with the Economic Development process. Mr. Pope stated in closed session, he can disclose information pertaining to the number of jobs and investments, but the information cannot be given to another committee outside of the commissioners. Mr. Rouse asked Mr. Ellis when he did not know the specific identity of the company, did he at least know the nature of the business. Mr. Ellis responded he would be

provided with the nature of the business, but sometimes the identity would still be kept confidential. Mr. Rouse stated he believes this process is a step in the right direction.

Mr. Fain stated when information is disclosed regarding the space needed and type of space, this can be a clue to the nature of the business. Mr. Rouse stated he is not receiving information such as this and it is a concern to him because he has a responsibility to the citizens. Mr. Pope stated he takes the lead from the Department of Commerce as to when certain information can be disclosed. Economic Development incentives are performance based on the creation of jobs and investments made. The company does not receive a payment until certain goals are met. These incentives are not from citizen tax dollars. Ms. Sutton stated all commissioners should have confidence in Mr. Pope as he has never done anything for them to question his ability as Director of Economic Development. She believes he makes the best decision with the interest of Lenoir County in mind. Mr. Pope stated if the commissioners agree with the process then it can be formally adopted. Mr. Graham stated the City, State, and Eastern Region have been very successful in economic development. The process seems fair and standard. Upon a motion by Ms. Brown and a second by Ms. Sutton, the Economic Development Process was adopted by unanimous approval. Mr. Pharo stated he is accountable to the citizens and this process is a step in the right direction. Mr. Fain commended the County for its willingness to offer incentives for economic development. He also thanked Mr. Graham for vetting the Economic Development process. The unanimity shown to accept the process speaks a lot for Lenoir County. Ms. Phillips thanked the Board and stated Lenoir County is extremely busy with activity. She will always do the right thing for the community. Mr. Pope thanked the Board, Mr. Fain and Ms. Phillips for their time. Ms. Sutton welcomed Mr. Fain as the new president of GTP and invited him back in the future to provide an update. Mr. Fain welcomed the invitation to return and provide the Board with an update on activities at GTP.

Mr. Daughety provided the Board with an update on the Transportation Committee and projects. The Transportation Committee's goal is to help the commissioners and citizens understand what is happening with transportation in the County and how it affects the region. There have been seven (7) road and rail projects that have the potential to transform the lives of the citizens. The County doesn't build or fund the roads. The decision comes from of team of the County, regional and governmental partners. The purpose of building roads is to move goods and services. Eastern Carolina lacks connectivity between the GTP, Ports at Morehead, Wilmington, the ECU Medical School, and the military bases. The three (3) major road projects are a potential new Highway 70 Bypass, an interstate loop for the GTP to and from I-95, and creating connectivity to and from the Port of Wilmington to the GTP. The following updates were provided:

**Highway 70 Bypass** - Mr. Daughety stated the Highway 70 Bypass had only one (1) option for 30 years and this was a Southern Route with right of way purchase in 2030. Durwood Stephenson, Director of the Highway 70 Corridor Commission in partnership with the Transportation Committee and others, has introduced 30 potential Northern Routes with locally preferred options for a Northern Route while reducing right of way acquisition ten (10) years. Tentative timeline:

- Scheduled Right of Way 2020
- Public Hearing to view 30 Northern and Southern Routes was held September 20 & 22, 2011 with over 200 attendees to comment
- Merger Committee meets in November to draw down to single digit number of routes
- Public Hearing approximately in May 2012 to review and comment
- Route selection anticipated early summer 2012
- Currently unfunded

**Part C Harvey Parkway** – Mr. Daughety stated this project will provide a direct route to I-95 via Southern Goldsboro Bypass to Highways 795 and 264. There will also be a direct route to I-95 via Hwy 11 North and Greenville Southwestern Hwy 264 Bypass. The route will connect the region and counties of Wayne, Greene, and Pitt directly to the GTP. A feasibility study is underway.

**Highway 11/241 with Pink Hill Bypass** – A feasibility study will start in about three (3) to six (6) months. This bypass will connect the Port at Wilmington to the GTP via four (4) lane expressway type road system.

**Smithfield Way** – This project will provide outlet and connectivity between the Industrial Park and Highway 258 North allowing for greater movement of goods and service manufactured in the Park while opening up greater opportunities for Economic Development and creation of jobs.

**Carey Road Extension** – A feasibility study is currently underway. The project is currently an unfunded \$12.5 million project. This will provide mobility from one side of Kinston to the other.

**Rail Spur from GTP across Hull Road** – This rail is not specifically designated for only Spirit Aerospace to utilize. This was part of the original master plan of the GTP 20 years ago with the intention of allowing goods and services manufactured at the GTP rail access to the Norfolk/Southern/NC Railroad line to the Port of Morehead City. When the rail track between Wallace and Castle Hayne is restored, the spur will provide rail service to the Port of Wilmington from the GTP.

**Rail Completion from Elmers/Graingers to the GTP** – This project is currently in the beginning stages of trying to determine how this rail can reduce the overall cost of shipping by rail in Lenoir County and Eastern NC while providing the GTP with connectivity to the Port of Norfolk.

**Hull Road/Rail/Spur** – This road was opened September 30, 2011. Traffic may be reduced to one (1) lane at a time while marking the highway is completed.

**Queen Street Bridge Project** – Bids will be let in April 2012. Construction will begin Spring 2013 with offsite detour. Estimated construction time for this project is approximately 18 months.

Ms. Brown inquired as to what is the purpose for the upcoming meeting at Northeast Elementary. Mr. Daughety stated a Public Hearing will be held Monday, October 3, 2011 from 5 p.m. to 7 p.m. at Northeast Elementary School regarding the Highway 11 Corridor Improvements. Mr. Alex Rickard, RPO Planner, stated the NC 11 Corridor study provided to the Board displays interchanges between Kinston and Greenville along Highway 11. There are approximately 11 – 12 miles of highway with no long term plans by the Department of Transportation. The purpose of the study was to identify where interchanges could be built and also secondary roads. The hearing will also allow comments to determine impact on residents and businesses in that area. Mr. Davis asked the time frame for completion of the Harvey Parkway Extension. Mr. Daughety stated Part C is three (3) miles long and Hwy 11/241 is eleven (11) miles long. The project is anticipated to start in the near future. Mr. Graham inquired if there are any plans for transportation by air. Mr. Daughety stated the committee is working on ground transportation first in order to get roads in position for economic development.

## CONSENT AGENDA

Upon a motion by Ms. Brown and a second by Ms. Sutton, the Board approved the following Consent Agenda.

3. Approval of Minutes: Regular Board Meeting: September 19, 2011 Banks/Jarman
4. Resolution Approving the Releases and Refunds to the Individuals Listed Herein Parrish/Martin
5. Budget Ordinance Amendment: General Fund: Finance/Cooperative Extension: \$155. Increase Kelly/Martin
6. Budget Ordinance Amendment: General Fund: Process Funds: \$1,796.10. Increase Martin

## RESOLUTIONS /BUDGET ORDINANCE AMENDMENTS

Item No. 7A was a Resolution Authorizing Payment to Atlantic Surveying, P.A. for Preparing an Erosion and Sediment Control Plan for the Kinston/Lenoir County Soccer Complex on Hwy 11/55 in the Amount of \$4,020.00. Last year Sanderson Farms donated 40,000 cubic yards of dirt, which was used to begin a berm around the Lenoir County Soccer Complex, but there was not enough dirt to complete the project. In August 2011, the Department of Transportation (DOT) needed a place to put dirt from their Railroad Spur Project on Hull Road. DOT paid for the hauling of the dirt, but the County was required to obtain an erosion control permit. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 7A was unanimously approved.

Item No. 7B was a Resolution to Accept a \$25,000 Donation from the Children of Dr. Charles B. Randall for a Memorial Garden for pets at the Rotary Dog Park. The Kinston Rotary Club and Lenoir County have constructed a 16 acre dog park located at Skinners Bypass. The memorial garden will be the center piece of the dog park and will allow pet owners to bury their pet's ashes and also purchase pavers in memory of their beloved pets. This donation will allow for the construction of a 65' by 35' brick and landscaped memorial garden. The garden will be dedicated to Dr. Charles B. Randall and Dr. Ray J. Randall for their love and care of their pets. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 7B was unanimously approved.

Item No. 8A was a Resolution Authorizing Lenoir County Health Department to Increase the 2011-2012 Budget with 767 Summer Food Service Program (SFSP) Inspections. This resolution authorizes the Lenoir County Health Department to utilize State Environmental Health funds allotted for the Summer Food Service Program. This program is federally funded and provides free meals to children during the summer months. Schools, government agencies, churches, and private non-profit organizations participate as sponsors. Inspections are required for each site. Upon a motion by Mr. Davis and a second by Ms. Sutton, Item No. 8A was unanimously approved.

Item No. 8B was a Budget Ordinance Amendment: General Fund: Health (Environmental Health Program) Increase: \$860.00. This amendment allocates funds received from the State for inspections for the SFSP. Upon a motion by Mr. Davis and a second by Ms. Sutton, Item No. 8B was unanimously approved.

Item No. 8C was a Resolution Authorizing Lenoir County Health Department to Execute a Purchase Order Contract to Garrison Enterprises, Inc.: \$7,500. This resolution allows the Lenoir County Health Department to utilize State Environmental Health funds allotted for non-transferable license for the Digital Health Department (DHD) Environmental Health (EH) Data Management System, including maintenance and technical support from October 1, 2011 to September 30, 2012. The money is to be used to purchase a DHD application to use in the field for performing required sanitation inspections. This is an internet based application to eliminate double entry. Upon a motion by Ms. Sutton and a second by Mr. Daughety, Item No. 8C was unanimously approved.

Item No. 8D was a Resolution Authorizing the Lenoir County Health Department to Execute a Purchase Order Contract to Danny Smith Landscaping & Drainage: \$8,859. The contractor will construct a 21' by 15' concrete pad; install dog kennels, and seal pens, cracks and pads to pass inspection with SPCA maintenance funds. The additional pens are needed for continued efficient operation of the shelter. Upon a motion by Mr. Daughety and a second by Ms. Brown, Item No. 8D was unanimously approved.

Item No. 8E was an add-on Resolution Authorizing Lenoir County Health Department to Impose Fees for Services Based on Approved Medicaid Rates Effective July 1, 2011 – June 30, 2012. The NC Medicaid Program revised rates for services effective July 1, 2011. The program requires local fees must match or exceed the approved Medicaid rates, therefore have to be adjusted to accommodate this requirement. Local fees are higher to absorb subsequent Medicaid rate increases that go into effect after July 1, 2011 and reflect actual costs of providing the services. The approval of revised fees for services will bring the department in line with the approved Medicaid rate and, therefore, maintain the department's compliance with Medicaid requirements. Upon a motion by Mr. Daughety and a second by Ms. Sutton, Item No. 8E was unanimously approved. Ms. Brown asked if the fees charged are in line with the Community Health Center. Mr. Huff stated the fees are comparable and some charges may be below what actual costs are due to the sliding fee scale which discounts the actual charge. Mr. Rouse stated the Lenoir County Board of Health is having difficulty satisfying the requirements of a quorum in order to vote and would like permission to adjust the definition of a quorum. Mr. Huff stated Veterinarian and Pharmacy positions required on the Board are difficult to fill. If no professional is willing to serve, the Commissioners have the option to seek a non-professional to fill the vacancy. Currently the definition of a quorum is more than 50% of the members must be present. The Lenoir County Board of Health has eleven (11) seats but only eight (8) are filled. Upon a motion by Mr. Rouse and a second by Mr. Pharo the Board unanimously agreed to allow the professional vacancies to be filled with non-professionals on the Lenoir County Board of Health and the quorum criteria be changed to more than 50% of the filled positions.

Item No. 9 was a Resolution Approving Proceeding with the Engineering Design, Contract Administration, and Project Management Services for the Re-roofing of the Lenoir County Health Department: RTD Associates, PA: \$13,371.02. Due to an aging and deteriorating roof of approximately 12,600 sq. ft. on the Lenoir County Health Department, roof replacement is strongly recommended to avoid further and future water damage to the interior of the building. Roof replacement encompasses not only the proper removal of the old roofing materials and the installation of a new roofing system, but also engineering, administration, and project management, including on-site inspections. The County has contracted with RTD on several occasions to oversee roof replacement projects. Upon a motion by Ms. Sutton and a second by Mr. Daughety, Item No. 9 was unanimously approved.

Item No. 10 was a Budget Ordinance Amendment: General Fund: DSS: \$380,838. Increase. This amendment was a Crisis Line Item adjustment to reflect actual State allocation received for FY 11-12. The allocation received is more than the State estimate approved in the FY 11-12 Department of Social Services Budget. These are 100% Federal and State funds. The Low Income Energy Assistance Program (LIEAP) Policy will change effective December 1, 2011. The County is now responsible for issuing LIEAP payments directly to energy vendors. The State issued the checks in previous fiscal years directly to the client. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 10 was unanimously approved.

**APPOINTMENTS**

Item No. 11 was a Resolution Appointing Citizens to Boards, Commissions, Etc. The following appointments were first appearance and no action was taken:

<b><u>BOARD/COMMITTEE/COMMISSION</u></b>	<b><u>APPLICANT/ CURRENT MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>
<b>Lenoir County Transit Advisory Board</b> 1st Appearance	Helen Wiggins	October 2014

**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

**ADJOURN**

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

Respectfully submitted,

Reviewed By

April L. Banks  
Interim Clerk to the Board

Michael W. Jarman  
County Manager

Date: August 24, 2011

To: Mr. Mike Jarman, Lenoir County Manager  
Mr. Bill Ellis, Interim Kinston City Manager  
Mr. Franky J. Howard, Jones County Manager  
Mr. Don Davenport, Greene County Manager  
Mr. Dana Hill, Snow Hill Town Administrator

From: Agnes W. Ho, Director of Libraries

Subject: Revised Regional Agreement for Neuse Regional Library

After a multi-year process, the North Carolina Administrative Code governing the State Library of North Carolina (07 NCAC Chapter 2) was revised, adopted by the State Library, and submitted to the Rules Review Commission for approval. The Commission considered the revised rules at the March 17 meeting and approved the rules for Organization of Regional Libraries, 07 NCAC 02I.0301 – 07 NCAC 02I.0308. These rules became effective April 1, 2011

Due to these changes to the Administrative Code, the State Library is requiring that all Regional Libraries revise their Regional Agreement, the document that bears the signature of each participating unit of local government, to ensure compliance with the changes to the Administrative Code. Our Library has worked closely with the State Library of North Carolina to prepare the draft of our revised Regional Agreement. At the July 26 meeting of the Neuse Regional Library Board, the Board approved this draft, which is enclosed for review by your governing body.

The next step of the process is allowing each local unit of government involved to review the revisions. We ask that you present this revised regional agreement to your governing body and submit any questions regarding the document to us, in writing, by no later than October 18, 2011. A form is attached for your convenience to be signed by the Chairman of your Board of Commissioners or Mayor. I would like to stress that signing this document does not signify final acceptance of the agreement, but rather approves the draft to be submitted to the State Library for final approval. The signing of the document by officials will be performed at a later date after the State Library's final review. A timeline is attached that explains the process in detail.

If there are any questions regarding the revisions, the State Library requires that we meet to discuss them. If this meeting is necessary, I would like to tentatively schedule it for Wednesday, November 2, 2011 at 4:00 p.m. in the Brody Conference of the Kinston-Lenoir County Public Library, so please note this date for the future. If there are no questions, the meeting will not be necessary.

Thank you for assisting us with revising our Regional Agreement. I look forward to continuing to work together with you to provide the citizens of our region with high quality library service.

## Neuse Regional Library Regional Agreement

We, the undersigned members of the Neuse Regional Library, comprising Lenoir, Jones, and Greene Counties, as well as the City of Kinston and the Town of Snow Hill, do hereby enter into contract to provide extended and improved library service to all people in the areas named.

The collaboration established by this agreement has been determined to be the best means of supporting the mission statement of the Neuse Regional Library: to support, strengthen, and enrich the residents and communities of Lenoir, Jones, and Greene Counties by systematically acquiring, organizing, and distributing a select collection of print and non-print materials; by providing traditional and emerging technologies; and by expanding services to meet their informational, educational, recreational, and cultural needs.

**Pursuant to resolutions duly adopted by their governing board, the parties identified below renew their commitment to the Neuse Regional Library based upon the terms set forth below for a term extending from July 1, 2012 through June 30, 2022:**

### **I. Governments Involved**

- a. Lenoir County
- b. City of Kinston
- c. Jones County
- d. Greene County
- e. Town of Snow Hill

### **II. Purpose statement**

- a. This agreement is to perpetuate excellent library and information services to the residents of the areas included within the jurisdictions of the aforementioned governing bodies through their collaborative and collective efforts under the legal authority of N.C.G.S. 153A-270 and N.C.G.S. 160A, Article 20, Part 1.

### **III. Neuse Regional Library Board of Trustees**

- a. The Neuse Regional Library Board of Trustees shall be the governing body of the Neuse Regional Library.
- b. Membership
  - i. There shall be 12 members of the Neuse Regional Library Board of Trustees providing equitable representation of each participating governmental unit.
    1. Lenoir County: 3 members appointed by the Lenoir County Board of Commissioners
    2. City of Kinston: 3 members appointed by the Kinston City Council

3. Jones County: 3 members appointed by the Jones County Board of Commissioners
  4. Greene County: 2 members appointed by the Greene County Board of Commissioners
  5. Town of Snow Hill: 1 member appointed by the Snow Hill Town Board
- ii. Members shall be appointed from the membership of the local library boards according to bylaws and policies approved by each governing body for that library.
  - iii. Members shall be appointed in staggered terms to promote consistency as well as to accommodate change. Regional bylaws shall clearly define the term limits and how staggered terms shall be accomplished. Members shall serve no more than two consecutive terms with no single term longer than six years.
  - iv. Vacancies on the Neuse Regional Library Board of Trustees shall be filled with appointments by the appropriate governing body for the length of the term of the member creating the vacancy.
- c. Powers and Duties delegated to the Neuse Regional Library Board of Trustees by the Counties of Lenoir, Jones, and Greene, the City of Kinston, and the Town of Snow Hill
- i. The Neuse Regional Library Board of Trustees shall be delegated the power to adopt bylaws and rules for its own governance.
  - ii. The Neuse Regional Library Board of Trustees shall be delegated the power to adopt policies for the Neuse Regional Library's administration and operation.
  - iii. The Neuse Regional Library Board of Trustees shall be delegated the power to select, appoint, remove, determine salary and other terms of employment of a regional library director. The Neuse Regional Library Director shall be delegated executive powers, will serve as the chief executive and administrative officer of the Neuse Regional Library, and function in accordance with the approved policies of the Neuse Regional Library Board. The Neuse Regional Library Director shall have a valid North Carolina Public Librarian Certificate.
  - iv. The Neuse Regional Library Board of Trustees shall develop and approve an annual budget which shall:

1. Be administered under the same provisions as units of local government (G.S. 159), with all state funds administered by the Neuse Regional Library and expended throughout the region according to the North Carolina Administrative Code.
  2. Be a composite of the separate budgets of each county library, with an agreed upon amount paid by each county for the materials, salaries, and operating expenses that are shared within the region
  3. Include a specified amount of funding for each library's operating costs with gifts, special memorials, endowment and trust income, and appropriations for capital outlay earmarked for the designated purpose
- v. The Neuse Regional Library Board of Trustees shall be delegated the power to appoint a person or firm as a regional finance officer who shall:
1. Ensure expenditure of funds consistent with the budget adopted by the Neuse Regional Library Board of Trustees
  2. Report directly to the Neuse Regional Library Director and to the Neuse Regional Library Board of Trustees
- vi. The Neuse Regional Library Board of Trustees shall be delegated the power to assure compliance with all applicable State and Federal law and eligibility requirements for the receipt of State and Federal funds.
- vii. The Neuse Regional Library Board of Trustees shall be delegated the power to make recommendations to the governing units concerning the construction and improvement of the physical facilities of the libraries within the region; however, construction and facility maintenance shall be responsibility of the local governing unit unless the Neuse Regional Library Board of Trustees negotiates and approves a collaborative effort.
- viii. The Neuse Regional Library Board of Trustees shall make regular reports related to services and operations to each governing body as conveyed by approved reports of the Neuse Regional Library Director.
- ix. The Neuse Regional Library Board of Trustees shall obtain an annual independent audit of regional library accounts consistent with generally accepted accounting principles, and submit a copy of this audit to the State Library of North Carolina.

#### **IV. Terms of Property Ownership**

- a. A major benefit of regional cooperation is that scarce resources may be shared among the various county residents without wasteful duplication; however, certain ownership restrictions shall apply:
  - i. All buildings, grounds, and other facilities of each library shall remain the property of their respective county or town.
  - ii. All books, technology, or other resources paid for with local funds shall remain the property of the respective county or town.
  - iii. All books, technology, or other resources paid for with Regional or State funds shall remain the property of the Neuse Regional Library.

#### **V. Insurance Coverage and Indemnification**

##### **a. Insurance Coverage**

- i. The local government units shall maintain insurance coverage for the building and grounds and other facilities for each of their individual libraries including general liability insurance.
- ii. The Neuse Regional Library shall maintain insurance coverage for the contents of the buildings and the vehicles used to provide service.

##### **b. Indemnification**

- i. The Neuse Regional Library shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, board member, or employee against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the Neuse Regional Library; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of the Neuse Regional Library Board of Trustees who are not at that time parties to the proceeding.

## **VI. Provisions for Amendment**

- a. This agreement can be amended providing that all parties accept those amendments. Requests for amendment may come from a local government unit or from the Neuse Regional Library Board of Trustees.
- b. Recommendations for amendments shall be forwarded to each of the county and town governments in writing with a thirty-day period for consideration given. At the next regular meeting of the county and town boards after this thirty-day period, the amendments shall be voted on by those bodies.
- c. Disagreements related to this agreement shall be resolved first by a committee of representatives from each governmental unit and then by their legal councils if necessary.

## **VII. Provisions for Withdrawal**

- a. A member proposing to withdraw from the Neuse Regional Library shall give written notice on or before July 1 to the Neuse Regional Library Board of Trustees, the other participating local governmental units and the State Library of North Carolina. The withdrawal shall be effective the following June 30.
- b. Should that member decide within this time period to rescind the proposal, that member shall remain a part of the Neuse Regional Library under the same conditions and requirements as the agreement under which they became a member.
- c. Should that member fully withdraw, the Terms of Property Ownership as stated in Section IV shall apply. If the withdrawal does not result in the dissolution of the Neuse Regional Library, the withdrawing county will forfeit all rights to joint property of the region.
- d. The Neuse Regional Library may be dissolved if four of the five parties withdraw in accordance with the procedures stated above.
- e. As included under NCGS 160A, Article 20, Part 1, Joint Exercise of Power, property purchased by the region is owned jointly as tenants in common by the participating counties; therefore, if the Neuse Regional Library is dissolved, the counties of Lenoir, Jones, and Greene, the City of Kinston, and the Town of Snow Hill shall divide the joint assets equitably among themselves.
- f. The distribution of properties and resources jointly owned shall be accomplished by a committee composed of representatives from each governmental unit, the current Neuse Regional Library Director, and a representative from the State Library of North Carolina.

- g. After all outstanding debts are resolved, any remaining State or Federal funds previously distributed to the Neuse Regional Library shall be returned to the State Library of North Carolina and remaining funds from local governmental units shall be returned to them. Property such as vehicles, computers and other technology, books, and any other assets purchased with joint funding shall be sold at auction and the proceeds divided among the units or distributed in some other equitable manner as agreed upon by the committee of representatives.

#### **VIII. Review and Termination.**

- a. The agreement may be reviewed at any time by any local governmental body or the Neuse Regional Library Board of Trustees and, if modifications are deemed reasonable and necessary, amendments may be made according to the procedures stated above.
- b. The agreement may be terminated if reasonable cause is presented in writing by a local governmental unit to the other members of the region, the Neuse Regional Library Board of Trustees, and the State Library of North Carolina.
- c. The effective dates for termination shall be the same as a withdrawal from the Neuse Regional Library.
- d. If the agreement terminates, and no successor agreement is to be executed, the Neuse Regional Library shall be dissolved and joint assets distributed as described above in Section VII.

This AGREEMENT shall be effective upon acceptance by all parties. If any portion of the agreement is determined to be invalid, the other conditions of the agreement are not invalidated. This agreement is represented in its entirety in this document.

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Attest:

**LENOIR COUNTY**

\_\_\_\_\_ by \_\_\_\_\_  
Clerk to the Board Board of Commissioners, Chairman

**CITY OF KINSTON**

\_\_\_\_\_ by \_\_\_\_\_  
City Clerk Mayor

**JONES COUNTY**

\_\_\_\_\_ by \_\_\_\_\_  
Clerk to the Board Board of Commissioners, Chairman

**GREENE COUNTY**

\_\_\_\_\_ by \_\_\_\_\_  
Clerk to the Board Board of Commissioners, Chairman

**TOWN OF SNOW HILL**

\_\_\_\_\_ by \_\_\_\_\_  
Town Clerk Mayor

# Neuse Regional Library Regional Agreement

## Acknowledgement of Review

Lenoir County

**(Please check one)**

\_\_\_\_\_ The Lenoir County Board of Commissioners has reviewed the latest draft of the Neuse Regional Library's Regional Agreement. The Board of Commissioners finds the content of the Regional Agreement to be satisfactory, recommends submitting the Regional Agreement to the State Library of North Carolina for final review, and intends to sign the agreement after the State Library gives its final approval.

\_\_\_\_\_ The Lenoir County Board of Commissioners has reviewed the latest draft of the Neuse Regional Library's Regional Agreement. The Board of Commissioners has the following questions regarding the content of the agreement (an additional page may be attached):

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

\_\_\_\_\_  
Date

# **Guidelines for Regional Library Agreements**

## **COORDINATING AN AGREEMENT**

Even though jurisdictions participating in a regional library will be similarly classed as a county, city, or town, they will have different operating environments, organizational structures, and needs, so the resulting regional library agreement will be unique. However, there are some general steps to follow when developing a regional library agreement:

- 1. Create a work group of individuals that must be involved in drafting the agreement.**  
This should include Regional Library Board of Trustee representatives and key county, city or town staff with the authority to negotiate an agreement for that jurisdiction.  
(July 2011 – August 2011)
- 2. Conduct meetings and discussions to get input on the agreement.**  
Start by reviewing the current agreement, Administrative Code requirements, and a possible first draft or outline of a new agreement. In subsequent meetings, the work group should identify any problems, find solutions and answer questions necessary to finalize a draft agreement for review by jurisdiction officials. (September 2011 – December 2011)
- 3. Conduct legal review and incorporate comments into the agreement.**  
Once the first draft has been reviewed and revised by the work group, the agreement should be submitted to legal counsel for review. Each participating jurisdiction should consult with their legal counsel for assistance and advice in the preparation and negotiation of the agreement. (January 2012 – February 2012)
- 4. Revise the draft document and brief officials.**  
Incorporate the necessary revisions suggested by legal counsel and present the final draft to jurisdiction officials for comments. If the officials change any of the legal counsel comments, the revised document should receive a second legal review. (February 2012 – March 2012)
- 5. Submit the final draft to the State Library for review.**  
After a final review by the work group and the Regional Library Board of Trustees, the draft must be sent to the State Library for review to ensure that all Administrative Code requirements regarding regional library agreements have been met. (No later than July 1, 2012)
- 6. Prepare the final copy for signature.**  
Ensure that any resolutions, ordinances or other supplemental documents required to implement the agreement are passed or adopted by the governing authorities of all jurisdictions. Provide a copy for signature to the appropriate officials or representatives of each jurisdiction. Copies of the resolutions, ordinances or other supplemental documents should either be attached or referenced in the agreement. (July 2012 – August 2012)
- 7. Exchange and file the signed agreement.**  
Each participating jurisdiction must follow the necessary legal requirements to comply with local policy and submit executed copies to the appropriate authority for their jurisdiction. (July 2012 – August 2012)
- 8. Submit a copy of the signed agreement with the Library's application for State Aid.**  
(September 15, 2012)

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 10/17/11 **ITEM NO.:** \_\_\_\_\_

**RESOLUTION:** Approving the Revised Regional Agreement for Neuse Regional Library

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:**

The Board is requested to approve a revised Regional Agreement for Neuse Regional Library to ensure compliance with the changes to the Administrative Code. This will allow the agreement to be sent to the State Library for final approval.

**HISTORY / BACKGROUND:**

After a multi-year process, the North Carolina Administrative Code governing the State Library of North Carolina (07 NCAC Chapter 2) was revised, adopted by the State Library, and submitted to the Rules Review Commission for approval. Our Library has worked closely with the State Library of North Carolina to prepare the draft of our revised Regional Agreement. The Commission considered the revised rules at the March 17 meeting and approved the rules for Organization of Regional Libraries, 07 NCAC 02I.0301 – 07 NCAC 02I.0308. These rules became effective April 1, 2011. At the July 26 meeting of the Neuse Regional Library Board, the Board approved the draft.

**EVALUATION:**

Due to these changes to the Administrative Code, the State Library is requiring that all Regional Libraries revise their Regional Agreement, the document that bears the signature of each participating unit of local government, to ensure compliance with the changes to the Administrative Code. The next step of the process is allowing each local unit of government involved to review the revisions. If there are any questions regarding the revisions, the State Library requires the Commissioners to meet with Ms. Agnes Ho, Director of Libraries. If there are no questions, the meeting will not be necessary. Signing this document does not signify final acceptance of the agreement, but approves the draft to be submitted to the State Library for final approval.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Revised Regional Agreement for Neuse Regional Library be submitted to the State Library for final approval.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Daughety \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_

Pharo \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham Jr., Chairman

10/17/11  
Date

\_\_\_\_\_  
ATTEST

10/17/11  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 10/17/11 **Item No.:** \_\_\_\_\_

**RESOLUTION:** Approve a Drug and Alcohol Testing Policy for Lenoir County Transit

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:**

Approve a Revised Drug and Alcohol Policy for Lenoir County Transit

**HISTORY/BACKGROUND:**

As of March 10, 2008, Lenoir County Transit (LCT) took Operations in-house. This included complying with North Carolina Department of Transportation (NCDOT) in all areas of Operations which involve Safety Sensitive employees. LCT's Drug and Alcohol Testing Policy requires that Safety Sensitive employees submit to Drug and/or Alcohol testing in a variety of circumstances, including but not limited to, Pre-Employment and Random Selection. LCT must ensure that all DOT Drug and Alcohol Testing requirements are being met.

**EVALUATION:**

In September 2011, RLS, a contractor with NCDOT/PTD, advised that due to the FTA's audit of NCDOT this year, multiple areas of LCT's Drug and Alcohol Testing Policy must be updated. These include: an addition to the definition of qualified Substance Abuse Professionals (state-licensed marriage and family therapist), changes and updates to the phrasing in what is required in pre-employment "previous DOT-Employer" reports, and changes to the phrasing within the "Random Testing" section.

**MANAGER'S RECOMMENDATION:**

Respectfully Recommend Approval.

*mwj*  
Initials

**RESOLUTION: NOW, THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Board hereby approves the Drug and Alcohol Testing Policy for Lenoir County Transit.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Daughety \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_  
Pharo \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham Jr., Chairman

10/17/11  
Date

\_\_\_\_\_  
ATTEST

10/17/11  
Date

**ZERO TOLERANCE  
DRUG AND ALCOHOL TESTING POLICY  
Lenoir County/Lenoir County Transit  
Adopted as of October 17, 2011**

**A. PURPOSE**

- 1) The Lenoir County/Lenoir County Transit provides public transit and paratransit services for the residents of *Lenoir County*. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Lenoir County/Lenoir County Transit declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of Lenoir County/Lenoir County Transit and are not provided under the authority of the above named Federal regulations are underlined.

**B. APPLICABILITY**

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties Lenoir County/Lenoir County Transit employees that do not perform safety-sensitive functions are also covered under this policy under the sole authority of Lenoir County/Lenoir County Transit. A safety-sensitive function is operation of mass transit service including

the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any other transit employee who is required to hold a Commercial Drivers License. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

### **C. DEFINITIONS**

*Accident:* An occurrence associated with the operation of a revenue service vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and are transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

*Adulterated specimen:* A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.

*Aliquot:* A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

*Canceled Test:* A drug test that has been declared invalid by a Medical Review Officer. A canceled test is neither positive nor negative.

*Confirmatory Drug Test:* A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

*Confirmatory Validity Test:* A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

*Covered Employee:* An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees), and other employees, applicants, or transferee that will not perform a safety-sensitive function but falls under the policy of the company's own authority.

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

*Department of Transportation (DOT):* Department of the federal government which includes the, Federal Transit Administration, Federal Railroad Administration, Federal Highway Administration, Federal Motor Carriers' Safety Administration, Research and Special Programs, and the Office of the Secretary of Transportation.

*Dilute specimen:* A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

*Disabling damage:* Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

*Evidentiary Breath Testing Device (EBT):* A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

*Initial Drug Test: (Screening Drug Test):* The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial Specimen Validity Test:* The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

*Invalid Result:* The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

*Laboratory:* Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

*Limit of Detection (LOD):* The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

*Limit of Quantitation:* For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

*Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

*Negative Dilute:* A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

*Negative result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

*Non-negative test result:* A urine specimen that is reported as adulterated, substitute, invalid, or positive for drug/drug metabolites.

*Oxidizing Adulterant:* A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

*Performing (a safety-sensitive function):* A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

*Positive result:* The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

*Prohibited drug:* Identified as marijuana, cocaine, opiates, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

*Reconfirmed:* The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

*Rejected for Testing:* The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

*Revenue Service Vehicles:* All transit vehicles that are used for passenger transportation service or that require a CDL to operate. Include all ancillary vehicles used in support of the transit system.

*Safety-sensitive functions:* Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

**Split Specimen Collection:** A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

**Substance Abuse Professional (SAP):** A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

**Substituted specimen:** A urine specimen with creatinine and specific gravity values that are so diminished that they are not consistent with normal human urine.

**Test Refusal:** The following are considered a refusal to test if the employee:

- (1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- (2) Fails to remain at the testing site until the testing process is complete
- (3) Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
- (5) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- (6) Fails or declines to take a second test the employer or collector has directed you to take
- (7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
- (8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
- (9) If the MRO reports that there is verified adulterated or substituted test result
- (10) Failure or refusal to sign Step 2 of the alcohol testing form

- (11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- (12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process
- (13) Admit to the collector or MRO that you adulterated or substituted the specimen.

*Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

*Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

*Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

#### **D. EDUCATION AND TRAINING**

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

## **E. PROHIBITED SUBSTANCES**

1) Prohibited substances addressed by this policy include the following.

- a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all covered employees be tested for marijuana, cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- a. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Lenoir County/Lenoir County Transit supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
- b. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. An alcohol test can be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job

functions. Under Lenoir County/Lenoir County Transit authority, an alcohol test can be performed any time a covered employee is on duty.

#### **F. PROHIBITED CONDUCT**

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) Lenoir County/Lenoir County Transit, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all Lenoir County/Lenoir County Transit employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of

prohibited substances in the work place including transit system premises and transit vehicles.

#### **G. DRUG STATUTE CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Lenoir County/Lenoir County Transit management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

#### **H. TESTING REQUIREMENTS**

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49CFR part 40 as amended. All covered employees shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can be performed just before, during, or after the performance of a safety-sensitive job function. Under Lenoir County/Lenoir County Transit authority, an alcohol test can be performed any time a covered employee is on duty.
- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Lenoir County/Lenoir County Transit. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

#### **I. DRUG TESTING PROCEDURES**

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

- 2) The drugs that will be tested for include marijuana, cocaine, opiates (including heroin), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the Lenoir County/Lenoir County Transit Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM and no further action will be taken.
- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory with no affiliation with the laboratory that analyzed the primary specimen. The test must be conducted on the split sample that was provided by the employee at the same time as the

primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Lenoir County/Lenoir County Transit will ensure that the cost for the split specimen is covered in order for a timely analysis of the sample, however Lenoir County/Lenoir County Transit will seek reimbursement for the split sample test from the employee.

- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not available to analyze the MRO will direct Lenoir County to retest the employee under direct observation.
- 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, the split will be retained for testing if so requested by the employee through the Medical Review Officer. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year.
- 8) Observed collections
  - a. Consistent with 49 CFR part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
    - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Lenoir County/Lenoir County Transit that there was not an adequate medical explanation for the result;
    - ii. The MRO reports to Lenoir County/Lenoir County Transit that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;

- iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original specimen was out of range;
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

## **J. ALCOHOL TESTING PROCEDURES**

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours, or for the duration of the work day, whichever is longer, and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Lenoir County/Lenoir County Transit affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

#### **K. PRE-EMPLOYMENT TESTING**

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
  - b. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
  - c. A non-covered employee shall not be placed, transferred or promoted into a covered position until the employee takes a drug test with verified negative results.
  - d. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the

assessment and any subsequent treatment will be the sole responsibility of the applicant.

- e. When an employee being placed, transferred, or promoted from a non-covered position to a covered position submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- f. If a pre-employment/pre-transfer test is canceled, Lenoir County/Lenoir County Transit will require the applicant to take and pass another pre-employment drug test.
- g. In instances where a covered employee is on extended leave for a period of 90 consecutive days or more regardless of reason, and is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- h. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- i. Applicants are required (even if ultimately not hired) to provide their consent to Lenoir County/Lenoir County Transit to request FTA drug and alcohol records from all previous, DOT-covered employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. Lenoir County/Lenoir County Transit is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide Lenoir County/Lenoir County Transit proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

#### **L. REASONABLE SUSPICION TESTING**

- 1) All Lenoir County/Lenoir County Transit covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Lenoir County/Lenoir County Transit's authority, a reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) Lenoir County/Lenoir County Transit shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Lenoir County/Lenoir County Transit.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred to the SAP for an assessment. Lenoir County/Lenoir County Transit shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the Lenoir County/Lenoir County Transit. Since the employee self-referred to management, testing under this circumstance would not be

considered a violation of this policy or a positive test result under Federal authority. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

#### **M. POST-ACCIDENT TESTING**

- 1) All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a transit revenue service vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance cannot be completely discounted as a contributing factor to the accident.
- 2) In addition, a post-accident test will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operators' performance can be completely discounted as a contributing factor to the accident.
  - a. As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.
  - b. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
  - c. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test.

- d. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
- e. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- f. In the rare event that Lenoir County/Lenoir County Transit is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Lenoir County/Lenoir County Transit may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

#### **N. RANDOM TESTING**

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals twenty-five percent of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an

equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.

- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of employees that are included solely under Lenoir County/Lenoir County Transit authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

#### **O. RETURN-TO-DUTY TESTING**

Lenoir County/Lenoir County Transit will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undo concerns for public safety.

#### **P. FOLLOW-UP TESTING**

Covered employees that have returned to duty following a positive or refused a test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed

for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

#### **Q. RESULT OF DRUG/ALCOHOL TEST**

- 1) Any covered employee that has a verified positive drug or alcohol test will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a Substance Abuse Professional (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) A positive drug and/or alcohol test will also result in disciplinary action as specified herein.
  - a. After receiving notice of a verified positive drug test result, a confirmed alcohol test result, or a test refusal, the Lenoir County/Lenoir County Transit Drug and Alcohol Program Manager will contact the employee's supervisor to have the employee cease performing any safety-sensitive function.
  - b. The employee shall be referred to a Substance Abuse Professional and will be terminated.
- 4) Refusal to submit to a drug/alcohol test shall be considered a positive test result and shall result in termination. A test refusal includes the following circumstances:
  - (1) A covered employee who consumes alcohol within eight (8) hours following involvement in an accident without first having submitted to post-accident drug/alcohol tests.
  - (2) A covered employee who leaves the scene of an accident without a legitimate explanation prior to submission to drug/alcohol tests.
  - (3) A covered employee who provides an insufficient volume of urine specimen or breath sample without a valid

medical explanation. The medical evaluation shall take place within 5 days of the initial test attempt

- (4) A verbal or written declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test within the specified time frame.
  - (5) A covered employee whose urine sample has been verified by the MRO as substitute or adulterated.
  - (6) A covered employee fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer
  - (7) A covered employee fails to remain at the testing site until the testing process is complete;
  - (8) A covered employee fails to provide a urine specimen for any drug test required by Part 40 or DOT agency regulations;
  - (9) A covered employee fails to permit the observation or monitoring of a specimen collection
  - (10) A covered employee fails or declines to take a second test the employer or collector has directed you to take;
  - (11) A covered employee fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
  - (12) A covered employee fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process).
  - (13) Failure to sign Step 2 of the Alcohol Testing form
  - (14) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
  - (15) Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
  - (16) Admit to the collector or MRO that you adulterated or substituted the specimen.
- 5) An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test

result of  $\geq 0.02$  to  $\leq 0.039$  two or more times within a six month period, the employee will be removed from duty and referred to the SAP for assessment and treatment consistent with Section Q of this policy.

- 6) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
  - a. Mandatory referral to a Substance Abuse Professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
  - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Lenoir County/Lenoir County Transit employment.
    - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her SAP recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy.
  - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination.
  - d. A self-referral or management referral to the SAP that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.
  - e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
  - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Lenoir County/Lenoir County Transit.
  - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 7) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

## **R. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

## **S. PROPER APPLICATION OF THE POLICY**

Lenoir County/Lenoir County Transit is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

## **T. INFORMATION DISCLOSURE**

- 1) Drug/alcohol testing records shall be maintained by the Lenoir County/Lenoir County Transit Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP referrals and follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the preceding.

- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Lenoir County/Lenoir County Transit or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the Lenoir County Board of Commissioners on October 17, 2011.

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

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Attest

(Seal)

## Attachment A

<u>Job Title</u>	<u>Job Duties</u>	<u>Testing Authority</u>
Assistant Director	Operations, Training	FTA
Grant Writer/Safety, Training	Training, Grant Writing	FTA
Administrative Assistant	Administrative duties, Dispatching, Scheduling	FTA
Part Time Secretary	Secretarial duties, Dispatching	FTA
Dispatcher	Dispatching, Maintenance Tracking	FTA
Part Time Scheduler/ Dispatcher	Scheduling Dispatching	FTA
Part Time Dispatcher	Dispatching	FTA
Part Time Scheduler/ Driver	Scheduling, Driving	FTA
Part Time Driver	Driving	FTA

## **Attachment B Contacts**

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

### Lenoir County/Lenoir County Transit Drug and Alcohol Program Manager

Name: Sally Durst

Title: Safety Officer

Address: 201 E. King St., Kinston, NC 28501

Telephone Number: (252) 559-6457 ext. 7270

### Medical Review Officer

Name: Martin Degraw

Title: Medical Review Officer

Address: 709 East Simmons St., Goldsboro, NC 27530

Telephone Number: (252) 638-1238

### Substance Abuse Professional

Name: Ron Jenette

Title: SAP

Address: 709 East Simmons St., Goldsboro, NC 27530

Telephone Number: (919) 735-0094

### HHS Certified Laboratory Primary Specimen

Name: Lab Corp.

Address: 2111-B N. Queen St., Kinston, NC 28501

Telephone Number: (252) 523-0265

### HHS Certified Laboratory Split Specimen

Name: Lab Corp.

Address: 2111-B N. Queen St., Kinston, NC 28501

Telephone Number: (252) 523-0265

BUDGET ORDINANCE AMENDMENT: FINANCE/SHERIFF'S DEPARTMENT: \$3,334. INCREASE



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

FY 2011 - 2012  
 Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL FUND		FINANCE/SHERIFF DEPARTMENT		10-3842-8500 INSURANCE - MISCELLANEOUS 10-4310-3530 VEHICLES REPAIR/MAINTENANCE	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title		Amount	Account # and Title		Amount
<u>INCREASE</u>			<u>INCREASE</u>		
10-3842-8500	INSURANCE-MISCELLANEOUS	3,334.00	10-4310-3530	VEHICLES REPAIR/MAINTENANCE	3,334.00
Total		3,334.00	Total		3,334.00

**Reason and Justification for Request:**

TO BUDGET INSURANCE PROCEEDS RECEIVED FROM TRIDENT INSURANCE COMPANY ON 10/11/2011 IN THE AMOUNT OF \$3,333.54 FOR AN ACCIDENT THAT OCCURRED ON OCTOBER 1, 2011 WHEN A VEHICLE DRIVEN BY ONE OF OUR DEPUTIES WAS INVOLVED IN AN ACCIDENT.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Marta H. Martin</i>	10/11/2011	<i>Marta H. Martin</i>	10/11/2011
Budget Officer Approval	Date		
<i>Michael W. [Signature]</i>	10/11/11		
Board Approval ( When Applicable)	Date	Date of Minutes	

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 10/17/11 **ITEM NO.:** \_\_\_\_\_

**RESOLUTION:** To Authorize Lenoir County Cooperative Extension To Continue To Manage And Facilitate The Seniors Health Insurance Information Program (SHIIP) And Authorize Tammy Kelly, County Extension Director, To Execute The Contract In The Amount Of \$4,128.

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:**

The Board is requested to authorize Lenoir County Extension's participation in the SHIPP (Seniors Health Insurance Information Program) for FY 2011-12 (July 1, 2011 – June 30, 2012) in the amount of \$4,128 and to allow Tammy Kelly, Extension Director to execute the contract.

**HISTORY/BACKGROUND:**

Lenoir County Cooperative Extension assumed the role of host to the SHIIP Program in FY 2006-2007. The program is implemented by a staff of trained Volunteers, and administered by Lenoir County Cooperative Extension. Volunteers are trained and updated by the division of Seniors Health Insurance Information Program (SHIIP) of the North Carolina Department of Insurance. Currently there are 3-4 trained Volunteers who have agreed to continue to provide the consultations with Seniors searching for information. Budget for the funded amount has been established with the Department of Insurance. The SHIIP Program is currently housed at Cooperative Extension in several surrounding counties.

**EVALUATION:**

The SHIIP program is an important resource for the senior citizens of Lenoir County. This is critical information available in assisting senior's in choosing the type of insurance they need. Last year approximately 489 Medicare recipients were assisted in selecting a prescription drug plan during open enrollment October-December, we plan to assist a similar or greater number this year.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

MWJ  
Initials

**RESOLUTION:** NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that Lenoir Cooperative Extension be authorized to accept \$4,128.00 to manage and facilitate the SHIP (Seniors Health Insurance Information Program) in Lenoir County.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Daughety \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_

Pharo \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham Jr., Chairman

10/17/11  
Date

\_\_\_\_\_  
ATTEST

10/17/11  
Date



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

FY 2011-2012  
 Appropriations

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

Distribution - Finance Office:

FUND General		DEPARTMENT COOPERATIVE EXTENSION		LINE ITEM DESCRIPTION SHIIP (SENIORS HEALTH INSURANCE INFORMATION PROGRAM)	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>			
Account # and Title	Amount	Account # and Title	Amount		
<u>INCREASE</u> 10-3329-3624 SHIIP	\$4,128.00	<u>INCREASE</u> 10-4201-6034 SHIIP	\$4,128.00		
Total	4,128.00	Total	4,128.00		

**Reason and Justification for Request:**

TO BUDGET FUNDS FROM A GRANT FROM THE NC DEPARTMENT OF INSURANCE FOR THE SHIIP (SENIORS HEALTH INSURANCE INFORMATION PROGRAM). COOPERATIVE EXTENSION APPLIED FOR AND WILL MANAGE THE GRANT. THE GRANT WILL PROVIDE ONE ON ONE HELP WITH THE MEDICARE ISSUES AND ENROLLMENT.

Department Head Approval <i>Sammy Kelly</i>	Date 9-30-11	Finance Officer Approval <i>Martha H. Martin</i>	Date 9/30/11	09/29/2011
Budget Officer Approval <i>Michelle Harman</i>	Date 9/30/11			
Board Approval (When Applicable)	Date	Date of Minutes		

Finance Office - Copy

Department - Copy

Administration - Copy

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 10-17-11 **ITEM NO.:** \_\_\_\_\_

**RESOLUTION:** Authorizing the Acceptance of a Grant in the Amount of \$15,000 from the North Carolina Tobacco Trust Fund Commission.

**SUBJECT AREA:** Administration

**ACTION REQUESTED:**

The Board is requested to approve Lenoir County Cooperative Extension's acceptance of a grant in the amount of \$15,000 from the North Carolina Tobacco Trust Fund Commission, and authorize Tammy Kelly, County Extension Director to sign the contract as Program Manager and Martha Martin, Finance Officer to sign as Fiscal Manager.

**HISTORY/BACKGROUND:**

The Lenoir County Farmer's Market, a shake-roofed wood structure of three large open-sided octagonal units linked by two rectangular units, was built in 1979. The Market's bathrooms, which serve both vendors and the public, and the office, are antiquated and inadequate.

Long neglected and underused, the LCFM enjoyed four-fold growth in its 30 week 2010 season. A new community-based Food System Team, focused on finding ways to support the NC 10% Campaign (a new NCSU Cooperative Extension Service statewide initiative to build the local foods economy), established a Market Advisory Committee of key community leaders to set new policies for the Market, prompting area food producers to participate in the Market. A Pride of Kinston grant matched by Lenoir County provided basic landscaping, repairs, and painting. This resulted in an increase from 4 to 15 vendors. The increased activity made obvious the need for major renovations; the parking lot's condition deterred some potential customers and is a liability for vendors. Customer surveys and vendor concerns drove development of the renovation priorities.

The Tobacco Trust Fund money will be used to renovate the Market's bathrooms, including low-flush toilets and automatic faucet lavatories and repairs and painting of the floors and walls.

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

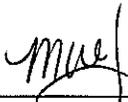
**EVALUATION:**

The Lenoir County Farmers Market renovation is a clearly defined and much needed project, and will be accomplished within 3-4 months of the funding being made available.

In the short term, the renovations will create a more functional and attractive community resource for all who use it -- farmers, vendors, and consumers alike. Green building principles such as water-saving plumbing, energy-efficient lighting, and rainwater capture and reuse will model best environmental construction practices in a public location on the banks of the Neuse, one of the state's most endangered rivers. The renovated Market will be attractive to visitors as well as residents, and an expanded marketing effort will add the Market to the growing list of local visitor attractions.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval

  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that Lenoir County Cooperative Extension be authorized to accept a grant in the amount of \$15,000 from the North Carolina Tobacco Trust Fund Commission, and authorize Tammy Kelly, Extension Director to sign the contract as Program Manager, and Martha Martin, Finance Officer to sign as Fiscal Manager.

**AMENDMENTS:**

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

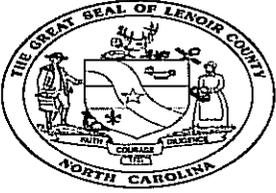
APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS \_\_\_\_\_

YEA VOTES: Brown \_\_\_\_\_ Daughety \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_  
Pharo \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham Jr., Chairman 10/17/11  
Date

\_\_\_\_\_  
ATTEST 10/17/11  
Date

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: PROCESS FUNDS: \$15,000. INCREASE



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

FY 2011 - 2012  
Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		PROCESS FUNDS		Various	
<b>Check One Box</b> New Appropriation: <input type="checkbox"/> Line Item Transfer: <input checked="" type="checkbox"/> <b>REVENUES</b>			<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title	Amount	Account # and Title	Amount		
<u>INCREASE</u>		<u>INCREASE</u>			
10-3329-3630	Grant-Tobacco Trust Fund-Farmer's Mrkt	15,000.00	10-4201-6040	Tobacco Trust Fund-Farmer's Market	15,000.00
Total	15,000.00	Total	15,000.00		

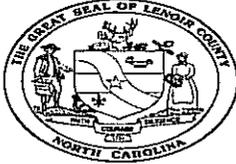
**Reason and Justification for Request:**  
 BUDGET AMENDMENT TO APPROPRIATE A GRANT FROM THE NC TOBACCO TRUST FUND COMMISSION IN THE AMOUNT OF \$15,000. THESE FUNDS WILL BE USED TO RENOVATE/REPAIR THE BATHROOMS AT THE FARMERS' MARKET AND WILL ALSO AID IN THE REPAIR/PAINTING OF FLOORS AND WALLS.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Jammy D Keely</i>	10-10-11	<i>Mattie H. Mathis</i>	10-10-11
Budget Officer Approval	Date		
<i>Michael W. Farmer</i>	10/10/11		
Board Approval (When Applicable)	Date	Date of Minutes	

Finance Office - Copy

Department - Copy

Administration - Copy



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

FY 2011 - 2012  
 Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
TRUST AND AGENCY		FINANCE/EXTENSION-FAMILY CAREGIVER		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> <b>REVENUES</b> Line Item Transfer: <input type="checkbox"/>		Check One Box New Appropriation: <input type="checkbox"/> <b>EXPENDITURES</b> Line Item Transfer: <input type="checkbox"/>			
Account # and Title		Amount	Account # and Title	Amount	
<b>INCREASE</b> 70-3495-3300 SMART START - EXTENSION		54,381.00	<b>INCREASE</b> 70-4951-6900 CONTRACTED SERVICES	54,381.00	
Total		54,381.00	Total	54,381.00	
<b>Reason and Justification for Request:</b> BUDGET AMENDMENT TO INCREASE THE BUDGETED AMOUNTS OF THE PARTNERSHIP FOR CHILDREN PROGRAM. WHENEVER THE BUDGET WAS BEING COMPILED, IT WAS THOUGHT THAT THE PARTNERSHIP FOR CHILDREN WOULD BE RECEIVING THE SAME FUNDING AS FY10-11. HOWEVER, ON AUGUST 16, THE COUNTY RECEIVED NOTIFICATION FROM THE LENOIR-GREENE PARTNERSHIP, THAT THEY HAD CURRENTLY RECEIVED ONLY 25% FUNDING FROM THE NC PARTNERSHIP FOR CHILDREN, AND THE BUDGET WAS DECREASED ACCORDINGLY. ON OCTOBER 3, 2011, THE COUNTY RECEIVED NOTICE THAT THE PROGRAM WAS BEING INCREASED BY \$54,381., SO THIS AMENDMENT WILL INCREASE THE PROGRAM BY THAT \$54,381.					
Department Head Approval		Date	Finance Officer Approval		Date
<i>James D. Kelly</i>		10-10-11	<i>Martha H. Martin</i>		10/10/2011
Budget Officer Approval		Date			
<i>Michael W. Garner</i>		10/10/11			
Board Approval (When Applicable)		Date	Date of Minutes		

Finance Office - Copy

Department - Copy

Administration - Copy

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 10/17/11 **ITEM NO.:** \_\_\_\_\_

**RESOLUTION:** Approving Purchase of (10) Dell Vostro 3450 Laptop Computers: \$13,014.75

**SUBJECT AREA:** Financial

**ACTION REQUESTED:**

The Board is requested to authorize the Sheriff to execute a purchase order with Dell to purchase (10) Vostro 3450 laptop computers.

**HISTORY / BACKGROUND:**

Each Lenoir County Sheriff's patrol car is equipped with an in-car laptop computer. These computers allow the officer to access various local, state, and federal databases to retrieve information about persons and vehicle's they come in contact with. The computers also allow deputies to complete incident reports and transmit them wirelessly to the courthouse. The Sheriff's Office currently uses both Gateway and Lenovo laptop computers.

**EVALUATION:**

The Sheriff's Office currently utilizes both Gateway and Lenovo computers in patrol cars. Vibration, dust, moisture, heat and cold makes for a hostile environment for computers. As such several of the Sheriff's Office computers are damaged beyond repair and must be replaced. The Dell corporation has quoted (10) Vostro 3450 laptop computers with an in-car mount at a cost of \$1301.47 each. The Sheriff will utilize civil process funding to facilitate the purchase of these computers. Civil process funds are derived from the fee's collected for the service of civil papers.

The Sheriff respectfully requests that he be permitted to execute a purchase order with Dell for the purchase of (10) Vostro 3450 laptop computers.

**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 Dell for the purchase of (10) Vostro 3450 laptop computers.

Dell----- \$ 13,014.75

Funding Account #: 10-4310-3970                      \$ 13,014.75

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Daughety \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_

Pharo \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham Jr., Chairman

10/17/11  
Date

\_\_\_\_\_  
ATTEST                      10/17/11  
Date

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 10/17/11 **ITEM NO.:** \_\_\_\_\_

**RESOLUTION:** Approving Jail Project Special Inspections Services Agreement: KCI Associates of NC, P.A.

**SUBJECT AREA:** Administration

**ACTION REQUESTED:**

The Board is requested to approve a special inspections services agreement with KCI Associates of NC, P.A., of Raleigh, N.C. for: field inspections of the HVAC mechanical installation; smoke control and evacuation testing; and code required reporting for the jail project and to authorize the County Manager to execute the agreement.

**HISTORY/BACKGROUND:**

The County has contracted with the Brennan Group, LLC. to design a new jail. Construction of the 65,100 square foot building has commenced. The project plans specify that special inspections are required for the HVAC mechanical installation and testing of the smoke control and evacuation system. These "third party" special inspections are the responsibility of the owner and the tests must be performed in accordance with Chapter 9, paragraph 909.18.8 of the North Carolina Building Code. North Carolina General Statute 143-64.31 requires that public agencies select architects, engineers, surveyors, and construction managers "at risk" based on qualifications instead of bid prices. The statute prohibits counties and cities from asking for pricing information, other than unit pricing (understood to mean hourly rates) until after the best qualified person or firm is identified.

**EVALUATION:**

County Administration, in consultation with the jail construction manager, solicited proposals from four firms to provide their qualifications and unit prices for the HVAC mechanical installation special inspections and smoke control and evacuation system testing for the jail project. KCI Associates of NC, P.A., of Raleigh, NC was selected to perform these inspections and testing for the project based on their prior experience on similar projects and unit prices.

Other firms solicited for proposals were Froehling & Robertson, Inc. of Raleigh, N.C., Terracom Consultants, Inc., of Winterville, N.C., and The East Group, of Greenville, N.C.

Approval of this resolution will allow for the encumbrance of funds and payment upon completion of the work performed. Estimated costs for this service, based on the construction manager's experience with projects of similar size and complexity and the unit prices provided by KCI Associates of NC, P.A., is approximately \$36,000.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

*MWJ*  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners, that a special inspections services agreement with KCI Associates of NC, P.A., of Raleigh, NC for field inspections of the HVAC mechanical installation, smoke control and evacuation testing, and code required reporting for the jail project be approved and be it further resolved the County Manager is authorized to execute the agreement.

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Daughety \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_

Pharo \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham Jr., Chairman

10/17/11  
Date

\_\_\_\_\_  
ATTEST

10/17/11  
Date

**INTRODUCED BY:** Michael Jarman, County Manager **DATE:** 10/17/11 **ITEM NO.** \_\_\_\_\_

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

**SUBJECT AREA:** Boards and Commissions

**ACTION REQUESTED:**

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

**HISTORY / BACKGROUND:**

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

**EVALUATION:**

The following Boards currently have existing vacancies/expiring terms.

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
Lenoir County Jury Commission 1 <sup>st</sup> Appearance	Annie Ruth Parrish	October 2013
Lenoir County Transit Advisory Board 2 <sup>nd</sup> Appearance	Helen Wiggins	October 2014

**CURRENT VACANCIES:**

- Lenoir County Health Board – (1) Veterinarian, (1) Optometrist, (1) Pharmacist
- Lenoir County Planning Board – Districts One (1), Four (4) and Alternate
- Gritton 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:

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
Lenoir County Jury Commission 1 <sup>st</sup> Appearance	Annie Ruth Parrish	October 2013
Lenoir County Transit Advisory Board 2 <sup>nd</sup> Appearance	Helen Wiggins	October 2014

**AMENDMENTS:**

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

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

YEA VOTES: Brown \_\_\_\_\_ Daughety \_\_\_\_\_ Davis \_\_\_\_\_ Graham \_\_\_\_\_

Pharo \_\_\_\_\_ Rouse \_\_\_\_\_ Sutton \_\_\_\_\_

\_\_\_\_\_  
George W. Graham, Jr., Chairman

10/17/11  
Date

\_\_\_\_\_  
ATTEST                      10/17/11  
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 Jury Commission

(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: Annie Ruth Parrish  
Address: P.O. Box 27  
City/State/Zip: Deep Run, N.C. 28525  
Telephone: (Home) 252-568-3565 (Work) \_\_\_\_\_  
Occupation: Retired - School Secretary  
Business Address: \_\_\_\_\_  
Age: (Optional): 77  
Number hours available ~~per month~~ for this position: # required for this assignment  
Training: past member of this committee  
Business and Civic Experience/Skills: \_\_\_\_\_

Other County Boards/Committees/Commissions presently serving on: LCCOA

Expiration date of Term: 7/2011 ? past!!

**Circle your voting precinct**

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

**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.

Annie Ruth Parrish  
Signature of Applicant

10-3-2011  
Date